City of Joliet

City Council Meeting

Meeting Agenda

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILWOMAN JAN HALLUMS QUILLMAN (4/1/2026 - 6/30/2026)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN LARRY E. HUG
COUNCILWOMAN SUZANNA IBARRA
COUNCILMAN JUAN MORENO
COUNCILMAN PAT MUDRON
COUNCILWOMAN SHERRI REARDON

City Manager - Beth Beatty
Interim Corporation Counsel - Todd Lenzie
City Clerk - Lauren O'Hara

Tuesday, June 16, 2026 **6:30 PM** **City Hall, Council Chambers**

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

INVOCATION:

Jeff DeVries, Pray Joliet, 1741 Essington Road

PLEDGE TO THE FLAG:

ROLL CALL:

APPROVAL OF AGENDA:

CITIZENS TO BE HEARD ON AGENDA ITEMS:

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the City Council does not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the Council shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

APPOINTMENTS:

Reappointment to the Zoning Board of Appeals

Attachments: Reappointment to the Zoning Board of Appeals .pdf
Approver Report

MAYOR PRO TEM:

COUNCIL COMMITTEE REPORTS:

Finance

Public Service

CONSENT AGENDA:

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - June 1, 2026.pdf
City Council Meeting Minutes - June 2, 2026.pdf
Approver Report

Invoices to be Paid

Attachments: 06.16.26 Invoices
Approver Report

Approval of Change Order No. 1 for the Advanced Traffic Management System Phase B Project - MFT Section No. 21-00546-03-TL to H & H Electric Co. in the Amount of $11,226.75 and Payment Request No. 2 and Final in the Amount of $250,569.11 **306-26**

Attachments: Approver Report

Approval of Change Order No. 2 for the 2024 Electrical Maintenance Assistance Contract to Meade Electric Company in the Amount of $35,229.94 and Payment Request No. 7 in the Amount of $35,229.94 **307-26**

Attachments: Approver Report

Award of Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an Amount not to exceed $70,500.00 **308-26**

Attachments: Proposal (State funded).pdf
I80DPRB_20260609_Path Alignment 1_cv01.pdf
I80DPRB_20260609_Alt1SimplifiedExhibit_cv01.pdf
Approver Report

Approve Payment of the 2026 Wastewater Discharge Permit Fees to the Illinois Environmental Protection Agency in the Amount of $152,500.00 **309-26**

Attachments: Approver Report

Approval of Amendment No. 2 to the Professional Services Agreement for the 2027 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of $181,200.00 **310-26**

Attachments: 2027 WM Locations (Eastern, Benton, and Cass)
Approver Report

Authorization to Fund Draw 16 for Tax Increment Financing District #7 in the amount of $3,402,923.50 **311-26**

Attachments: RRC TIF Draw
Approver Report

LICENSES AND PERMIT APPLICATIONS:

Issuance of Class “C” Liquor License at 1501 New Lenox Road - Love’s Travel Stop #777. **313-26**

Attachments: LOVE'S TRAVEL STOP #777 - SIGNED FINDINGS
Approver Report

Issuance of Class “B” Liquor License at 753 & 753 ½ Ruby Street - Six Corners Tavern. **314-26**

Attachments: SIX CORNERS TAVERN - SIGNED FINDINGS
Approver Report

Issuance of Class “D” Liquor License at 2356 Essington Road - El Sabor Latino. **315-26**

Attachments: EL SABOR LATINO - SIGNED FINDINGS
Approver Report

Issuance of Class “B” Liquor License at 2302 Essington Road - Cork Lounge & Kitchen. **316-26**

Attachments: CORK LOUNGE & KITCHEN - SIGNED FINDINGS
Approver Report

Resolution to Deny Issuance of Class “E” Liquor License at 3109 Theodore Street - Lagos Grill and Lounge. **317-26**

Attachments: LAGOS GRILL AND LOUNGE - SIGNED FINDINGS
Approver Report

PUBLIC HEARINGS:

All evidence and testimony will be presented under oath. The petitioner will be allowed to present first. After the petitioner is completed, interested parties will be allowed to present evidence and/or cross examine the petitioner. As this hearing is legislative in nature and not administrative, an interested party shall be defined as someone who either owns property within 600 feet of the proposed development site, or a member or official representative of an affected governmental body; the remainder of those who wish to be heard shall be classified as public speakers. Interested parties will present second. Once the interested parties have completed, public speakers will be heard. These individuals are public speakers, so the applicable public speaking rules shall be in effect: Speakers should try to address all comments to the council as a whole and not to any individual member, repetitive comments are discouraged, total comment time for any one person is 4 minutes, no speaker shall engage in a debate or make direct threats or personal attacks or be uncivil or abusive, disruptive behavior by the members of the public will not be tolerated, and the presiding officer may limit irrelevant, immaterial, or inappropriate comments or statements.

Public Hearing for a Resolution Approving an Annexation Agreement for 23656 S. Houbolt Road (A-1-26) **319-26**

Attachments: Resolution - Annexation Agreement 23656 S Houbolt.docx
Annexation Agreement 23656 S Houbolt_Redacted.pdf
Plat of Annexation 23656 S Houbolt_Redacted.pdf
Site Plan 23656 S Houbolt Rd.pdf
Maps and Site Photos A-1-26.pdf
Plan Commission Staff Report Packet A-1-26.pdf
Plan Commission Minutes 05-21-26.pdf
Approver Report

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinances Associated with 23656 S. Houbolt Road: **321-26**

Ordinance Approving the Annexation of 23656 S. Houbolt Road (A-1-26)

Ordinance Approving the Classification of 23656 S. Houbolt Road to the I-1 (Light Industrial) Zoning District (A-1-26)

Attachments: Ordinance - Annexation 23656 S Houbolt.docx
Plat of Annexation 23656 S Houbolt_Redacted.pdf
Ordinance - Zoning Classification 23656 S Houbolt.docx
Site Plan 23656 S Houbolt Rd.pdf
Maps and Site Photos A-1-26.pdf
Plan Commission Staff Report Packet A-1-26.pdf
Plan Commission Minutes 05-21-26.pdf
Approver Report

Ordinances Associated with 23656 S. Houbolt Road: **322-26**

Ordinance Approving a Special Use Permit to Allow a Truck Parking Facility with Mobile Compressed Natural Gas (CNG) Fueling as an Accessory Component (ZBA 2026-24)

Ordinance Approving a Variation of Use to Allow Above-Ground Fuel Tanks for Compressed Natural Gas Fueling in the I-1 (Light Industrial) District (ZBA 2026-25)

Attachments: Ordinance - Special Use Permit ZBA 2026-24.docx
Ordinance - Variation of Use ZBA 2026-25.docx
Site Plan 23656 S Houbolt Rd.pdf
Maps and Site Photos 2026-24 25 26 27.pdf
ZBA Staff Report Packet 2026-24 25 26 27_Redacted.pdf
SUP and Variation Criteria.pdf
Zoning Board of Appeals Minutes 05-21-26.pdf
Approver Report

Ordinances Associated with 23656 S. Houbolt Road: **323-26**

Ordinance Approving a Special Use Permit to Allow Container Storage and Stacking Up to Three-High (ZBA 2026-26)

Ordinance Approving a Variation of Use to Allow Container Storage and Stacking Up to Three-High in the I-1 (Light Industrial) District (ZBA 2026-27)

Attachments: Ordinance - Special Use Permit ZBA 2026-26.docx
Ordinance - Variation of Use ZBA 2026-27.docx
Site Plan 23656 S Houbolt Rd.pdf
Maps and Site Photos 2026-24 25 26 27.pdf
ZBA Staff Report Packet 2026-24 25 26 27_Redacted.pdf
SUP and Variation Criteria.pdf
Zoning Board of Appeals Minutes 05-21-26.pdf
Approver Report

Ordinance Repealing a Previously Approved a Variation of Use to Allow the Reduction of a 5-unit to a 4-unit residence, an R-4 (multi-family) use in an R-3 (one-and-two family) Residential Zoning District. **324-26**

Attachments: 556 Ward_ORD.docx
556 Ward ZBAStaff Report.docx
May 21st Minutes.pdf
Approver Report

Ordinance Amending the 2026 Annual Budget for the City of Joliet **325-26**

Attachments: Budget Amending Ordinance.docx
Approver Report

Ordinance Authorizing the Execution of an Intergovernmental Loan Agreement with the Will County Exposition and Auditorium Authority (Rialto Square Theatre) **326-26**

Attachments: Ordinance
Intergovernmental Loan Agreement
Approver Report

RESOLUTIONS:

Resolution Approving a New Grant and Previous Grant Extension to the Will County Metropolitan Exposition and Auditorium Authority (Rialto Square Theatre) **328-26**

Attachments: Resolution
Rialto_Grant_Agreement
Approver Report

Resolution Designating Financial Institutions to be Used as Depositories for City Funds **329-26**

Attachments: Resolution Designating Financial Institutions
Approver Report

Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase A Project - MFT Section No. 21-00546-01-TL in the Amount of $98,848.77 **330-26**

Attachments: Resolution
Approver Report

Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase B Project - MFT Section No. 21-00546-03-TL in the Amount of $11,226.75 **331-26**

Attachments: Resolution
Approver Report

Resolution Accepting $26,000.00 in Grant Funds from FY2026 Small Equipment Grant from the State of Illinois Office of the State Fire Marshal for the Purchase of Turnout Gear. **332-26**

Attachments: Resolution
FY26 Small Equipment Grant Agreement
Approver Report

Resolution Authorizing Execution of an Intergovernmental Agreement and an Easement Agreement between the Joliet Township High School District 204 and the City of Joliet for Installation of a Water Service Connection **333-26**

Attachments: Resolution
Joliet - Joliet West IGA
Joliet West HS Easement Agreement
Approver Report

Resolution Authorizing Execution of a Subrecipient Agreement between the County of Will and the City of Joliet for Community Development Block Grant Funding for Water and Sewer System Improvements in the Southeast Joliet Sanitary District **334-26**

Attachments: Resolution
SEJSD AGREEMENT With Exhibit A
Approver Report

Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council, Joliet Police Supervisors Association **335-26**

Attachments: Resolution
Joliet FOP Supervisors CBA - Final 2026-2028
Approver Report

CITY MANAGER:

PUBLIC COMMENTS:

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MAYOR AND COUNCIL COMMENTS:

ADJOURNMENT:

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780. Live, online streaming of Regular City Council and Pre-Council meetings is now available at www.joliet.gov. Videos and agenda packets can be accessed by clicking on the Meetings & Agendas link at the center of the home page for "Joliet City Council E-Agenda & Streaming Video." The new page includes archived footage and interactive agendas available for the public to view at their convenience.

Memo

File #:

Agenda Date:6/16/2026

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City of Joliet

Mayor's Office
815-724-3700
tdarcy@joliet.gov

DATE: June 16, 2026

TO: City Council Members

FROM: Mayor Terry D'Arcy TD

SUBJECT: Reappointment to the Zoning Board of Appeals

I am proposing to make the following reappointment to the **ZONING BOARD OF APPEALS** at the regular scheduled June 16, 2026, City Council Meeting.

Ralph Bias
Term Expires 8/3/2027

CC: Lauren O'Hara

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Appointment

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/04/2026

Final Action:

Title:

Attachments: Reappointment to the Zoning Board of Appeals .pdf

Entered by: lhelland@joliet.gov

Memo

File #:

Agenda Date:6/16/2026

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Monday, June 1, 2026

5:30 PM

City Hall, Council Chambers

Pre-Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILWOMAN JAN HALLUMS QUILLMAN(4/1/2026 - 6/30/2026)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN LARRY E. HUG
COUNCILWOMAN SUZANNA IBARRA
COUNCILMAN JUAN MORENO
COUNCILMAN PAT MUDRON
COUNCILWOMAN SHERRI REARDON

City Manager - Beth Beatty
Interim Corporation Counsel - Todd Lenzie
City Clerk - Lauren O'Hara

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL:

Present: Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Absent: Mayor Terry D'Arcy and Councilman Juan Moreno

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Dave Silverman spoke on behalf of Council Memo 299-26.

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APPOINTMENTS:

Appointment to the Plan Commission

Attachments: Appointment to the Plan Commission.pdf
Approver Report

Appointment to the Zoning Board of Appeals

Attachments: Appointment to the Zoning Board of Appeals.pdf
Approver Report

Reappointments to the Police Pension Board

Attachments: Reappointments to the Police Pension Board.pdf
Approver Report

COUNCIL COMMITTEE REPORTS:

Diversity & Community Relations

Land Use & Economic Development

Public Assets

Public Service

CONSENT AGENDA:

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - May 18, 2026.pdf
City Council Meeting Minutes - May 19, 2026.pdf
Approver Report

Invoices to be Paid

Attachments: 06.02.26 Invoices
Approver Report

Approval of Amendment No. 1 to the Professional Services Agreement for the Southeast Joliet Sanitary District Water System Improvements Project for Construction Engineering Services to Baxter & Woodman Inc. in the Amount of $94,200.00 **289-26**

Approval of Amendment No. 1 to the Professional Services Agreement for the Southeast Joliet Sanitary District Water System Improvements Project for Construction Engineering Services to Baxter & Woodman Inc. in the Amount of $94,200.00

Attachments: Project Location Map
Approver Report

The City Manager provided an overview of the item.

Approval of Payment for Emergency Repairs to the Jefferson Street Sewer to Airy's Inc. in the Amount of $260,545.62 **290-26**

Approval of Payment for Emergency Repairs to the Jefferson Street Sewer to Airy's Inc. in the Amount of $260,545.62

Attachments: Approver Report

Approval of Purchase Order for the 2026 Automotive and Heavy-Duty Batteries and Related Support Services to FleetPride Inc. in the Amount of $60,000.00 **291-26**

Approval of Purchase Order for the 2026 Automotive and Heavy-Duty Batteries and Related Support Services to FleetPride Inc. in the Amount of $60,000.00

Attachments: Approver Report

Approval of Purchase Order for the 2026 Fleet Tires and Tire Services in the Amount of $200,000.00 **292-26**

Approval of Purchase Order for the 2026 Fleet Tires and Tire Services in the Amount of $200,000.00

Attachments: Approver Report

Award of Professional Services Agreement for the Study & Designation of the Downtown Special Service Area (SSA) to SB Friedman Development Advisors in the Amount of **293-26**

$54,260

Award of Professional Services Agreement for the Study & Designation of the Downtown Special Service Area (SSA) to SB Friedman Development Advisors in the Amount of $54,260

Attachments: SB Friedman Proposal Joliet Study and Designation of Downtown SSA RFP.pdf
Approver Report

Award Payment for the Ottawa Street Parking Garage Painting Project to Cosgrove Construction Inc. in the amount of $190,625.00 **294-26**

Attachments: Ottawa St Parking Deck Painting Project_Redacted.pdf
Approver Report

AGENDA ITEM:

Award of Contract for the Southeast Joliet Sanitary District Water System Improvements Project to Austin Tyler Construction Inc. in the Amount of $2,982,535.68 **296-26**

Award of Contract for the Southeast Joliet Sanitary District Water System Improvements Project to Austin Tyler Construction Inc. in the Amount of $2,982,535.68

Attachments: Project Location Map
Approver Report

The City Manager provided an overview of the item.

Award of Contract for the 2026 Roadways Resurfacing Contract A to PT Ferro Construction Co. in the Amount of $2,434,217.87 **297-26**

Award of Contract for the 2026 Roadways Resurfacing Contract A to PT Ferro Construction Co. in the Amount of $2,434,217.87

Attachments: Approver Report

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Amending Chapter 18, Article I, Sec. 20 and Chapter 26, Article VII, Division 1, Sec. 141 through 148 Regulating Sidewalk Cafes of the City of Joliet Code of Ordinances **298-26**

Ordinance Amending Chapter 18, Article I, Sec. 20 and Chapter 26, Article VII, Division 1, Sec. 141 through 148 Regulating Sidewalk Cafes of the City of Joliet Code of Ordinances

Attachments: Sidewalk Cafe Ordinance.docx
Approver Report

Business Services Supervisor Dan Mangun presented information regarding Council Memo 298-26.

Councilwoman Ibarra commended Dan Mangun for his presentation of information.

Councilwoman Quillman asked questions regarding continuity of furnishings, fencing, and related guidelines. Dan Mangun responded.

Councilman Hug asked whether the proposed Ordinance would apply only to the downtown area or citywide businesses. Dan Mangun responded.

Councilman Mudron asked questions about the application process and whether the proposed Ordinance applied only to the Social District. Dan Mangun responded.

Councilman Cardenas asked whether fencing would be required only for businesses serving alcohol. Dan Mangun responded.

Councilwoman Quillman asked a follow-up question regarding continuity among furnishings. The City Manager responded.

Councilwoman Reardon expressed excitement regarding the proposed Ordinance and offered her thanks.

The City Manager acknowledged Dan Mangun's work.

Ordinance and Resolution Associated with Autobahn Country Club: **299-26**

Ordinance Approving a Special Use Permit to Allow Development on a Lot Containing Cedar Creek Watershed Protection Area (M-1-26)

Resolution Approving an Amendment to the Master Development Plan for Autobahn Country Club (M-2-26)

Ordinance and Resolution Associated with Autobahn Country Club:

Ordinance Approving a Special Use Permit to Allow Development on a Lot Containing Cedar Creek Watershed Protection Area (M-1-26)

Resolution Approving an Amendment to the Master Development Plan for Autobahn Country Club (M-2-26)

Attachments: Ordinance - Autobahn Cedar Creek SUP.docx
Site Plan - Autobahn North Track Addition.pdf
Resolution - Autobahn Master Development Plan.docx
Exhibit A Master Development Plan.pdf
Staff Report Packet M-1-26 M-2-26 Autobahn.pdf
Ordinance 15820 47-15G Cedar Creek Protection Area.pdf
Plan Commission Minutes 05-21-26.pdf
Approver Report

Ordinances Associated with the Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development **300-26**

Ordinance Approving an Amendment to the Final Plat of Vista Ridge Phase 1 Planned Unit Development (PUD-5-26)

Ordinance Approving a Recording Plat of Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development (RP-2-26)

Ordinance Approving a Vacation of a Public Utility and Drainage Easement for Vista Ridge Phase 1 Planned Unit Development (V-3-26)

Ordinances Associated with the Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development

Ordinance Approving an Amendment to the Final Plat of Vista Ridge Phase 1 Planned Unit Development (PUD-5-26)

Ordinance Approving a Recording Plat of Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development (V-3-26)

Ordinance Approving a Vacation of a Public Utility and Drainage Easement for Vista Ridge Phase 1 Planned Unit Development (RP-2-26)

Attachments: Ordinance - Final PUD Vista Ridge Phase 1 Amendment.docx
Final PUD Plat
Ordinance - Recording Plat Vista Ridge Phase 1 Resubdivision 1.docx
Recording Plat
Approved Elevations
Ordinance - PUDE Vacation
Plat of Vacation
PUD-5-26 & V-3-26 Staff Report Packet.pdf
Plan Commission Meeting Minutes - 05.21.2026
Approver Report

The City Manager provided an overview of the item.

Councilman Hug asked a question, and Community Development Director Dustin Anderson responded.

Ordinances Associated with Cherry Hill Business Park (21) Subdivision, Phase 2: **301-26**

Ordinance Approving an Amendment to the Preliminary Plat of Cherry Hill Business Park (21) Subdivision (P-5-26)

Ordinance Approving the Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (FP-1-26)

Ordinance Approving the Recording Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (RP-6-26)

Ordinances Associated with Cherry Hill Business Park (21) Subdivision, Phase 2:

Ordinance Approving an Amendment to the Preliminary Plat of Cherry Hill Business Park (21) Subdivision (P-5-26)

Ordinance Approving the Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (FP-1-26)

Ordinance Approving the Recording Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (RP-6-26)

Attachments: Ordinance - Preliminary Plat Amendment Cherry Hill (21).docx
Preliminary Plat of Cherry Hill Business Park (21) Subdivision.pdf
Ordinance - Final Plat Cherry Hill (21) Phase 2.docx
Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2.pdf
Ordinance - Recording Plat Cherry Hill (21) Phase 2.docx
Record Plat of Cherry Hill Business Park (21) Subdivision Phase 2.pdf
Staff Report P-5-26 & FP-1-26 Packet.pdf
Annexation Agreement (2022)
Plan Commission Meeting Minutes - 05.21.2026
Approver Report

RESOLUTIONS:

Resolution Authorizing the Acquisition of Property for the Farrell Road over Spring Creek Bridge Improvements Project - Partial PIN 30-07-01-200-047 in the Amount of $3,600.00 **303-26**

Resolution Authorizing the Acquisition of Property for the Farrell Road over Spring Creek Bridge Improvements Project - Partial PIN 30-07-01-200-047 in the Amount of $3,600.00

Attachments: Resolution
Parcel 0002_ROW Acquisition Exhibit.pdf
Approver Report

Resolution Authorizing Execution of an Intergovernmental Agreement between the County of Kendall and the City of Joliet for Kendall County Transportation Alternative Program (KC-TAP) Funding to Resurface the Multi-Use Path Along the West Side of Ridge Road Between Theodore Street & Black Road **304-26**

Resolution Authorizing Execution of an Intergovernmental Agreement between the County of Kendall and the City of Joliet for Kendall County Transportation Alternative Program (KC-TAP) Funding to Resurface the Multi-Use Path Along the West Side of Ridge Road Between Theodore Street & Black Road

Attachments: Resolution
JOLIET KC TAP IGA 2026 - Draft.pdf
Approver Report

The City Manager provided an overview of the item.

Resolution Approving Amendment #2 to Incentive Agreement (Property Tax Abatement) for Supermercados El **305-26**

Güero de Joliet, Inc. at 118 E. Jackson Street

Resolution Approving Amendment #2 to Incentive Agreement (Property Tax Abatement) for Supermercados El Güero de Joliet, Inc. at 118 E. Jackson Street

Attachments: Resolution
Second Amendment - Property Tax Abatement Agreement El Guero
Approver Report

The City Manager provided an overview of the item.

PUBLIC COMMENTS:

No members of the public provided comment.

Councilman Clement raised concerns regarding mailbox damage from snow plowing and discussed revisiting the reimbursement Ordinance.

Councilwoman Quillman raised concerns regarding parkway restoration following street construction projects.

Councilman Hug commented on issues related to inaccurate information on social media.

Councilwoman Quillman inquired about missing hand railings at the Ottawa Street parking deck. Public Works Director Greg Ruddy reported they had been reinstalled.

Councilwoman Ibarra invited Cultural Affairs and Special Events Director Ann Sylvester to provide information on upcoming City Square events.

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CLOSED SESSION to discuss the following subjects:

PERSONNEL: The appointment, employment, compensation, discipline, performance or dismissal of specific City employees (5 ILCS 5/120/2(c)(1)).

COLLECTIVE BARGAINING: Collective negotiating matters and salary schedules for one or more classes of City employees (5 ILCS 5/120/2(c)(2)).

LAND ACQUISITION or CONVEYANCE: The purchase or lease of real property for the use of the City, including whether a particular parcel should be acquired, or the setting of a price for the sale or lease of property owned by the City (5ILCS 5/120/2(c)(5,6)).

PENDING or THREATENED LITIGATION: A pending legal action against, affecting or on behalf of the City or a similar legal action that is probable or imminent (5 ILCS 5/120/2(c)(11)).

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Cardenas, to enter into closed session to discuss personnel, collective bargaining, land acquisition or conveyance, pending or threatened litigation after which the meeting will be adjourned.

The motion carried by the following vote:

Aye:	Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon
Absent:	Mayor Terry D'Arcy and Councilman Juan Moreno

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Tuesday, June 2, 2026

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILWOMAN JAN HALLUMS QUILLMAN (4/1/2026 - 6/30/2026)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
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COUNCILWOMAN SUZANNA IBARRA
COUNCILMAN JUAN MORENO
COUNCILMAN PAT MUDRON
COUNCILWOMAN SHERRI REARDON

City Manager - Beth Beatty
Interim Corporation Counsel - Todd Lenzie
City Clerk - Lauren O'Hara

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

INVOCATION:

Pastor Larry Tyler, Second Baptist Church, 156 South Joliet Street

PLEDGE TO THE FLAG:

ROLL CALL:

Present: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

ALSO PRESENT: City Manager Beth Beatty and Interim Corporation Counsel Todd Lenzie

PRESENTATION:

Will County Center for Economic Development Presentation by Kayla Sorensen & Doug Pryor

Attachments: Approver Report

Kayla Sorensen, Vice President of External Affairs at the Will County Center for Economic Development (CED), provided an investor presentation highlighting the partnership between the City of Joliet and CED and reviewed the organization's history, mission, staff, investor benefits, the Will County Summer Internship Program, and the 2026 Eye Opener Breakfast.

APPROVAL OF AGENDA:

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Joe Clement, to approve the agenda as written.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Tim O'Donnell and Mark Basso with Autobahn Country Club spoke on behalf of Council Memo 299-26.

Kathy Garthus spoke regarding Council Memo 299-26 and addressed personal concerns.

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the City Council does not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the Council shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

APPOINTMENTS:

Appointment to the Plan Commission

Attachments: Appointment to the Plan Commission.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Cardenas, to appoint Luis Leon to the Plan Commission.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Appointment to the Zoning Board of Appeals

Attachments: Appointment to the Zoning Board of Appeals.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Joe Clement, to appoint Luis Leon to the Zoning Board of Appeals.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Reappointments to the Police Pension Board

Attachments: Reappointments to the Police Pension Board.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Cardenas, to reappoint George Stofan and Richard Raasch to the Police Pension Board.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

COUNCIL COMMITTEE REPORTS:

Diversity & Community Relations

Councilwoman Ibarra provided an overview of the Diversity & Community Relations Committee meeting held on May 28, 2026 in Council Chambers.

Councilman Clement noted the Committee's preference for starting the application process earlier next year.

Link: https://joliet.granicus.com/player/clip/6446?view_id=6&redirect=true

Land Use & Economic Development

Councilman Cardenas provided an overview of the Land Use & Economic Development Committee meeting held on May 20, 2026 in Council Chambers.

Link: https://joliet.granicus.com/player/clip/6435?view_id=6&redirect=true

Public Assets

Councilman Clement provided an overview of the Public Assets Committee meeting held on May 27, 2026 in the Executive Conference Room.

Link: https://joliet.granicus.com/player/clip/6444?view_id=6&redirect=true

Public Service

Councilman Hug provided an overview of the Public Service Committee meeting held on June 1, 2026 in Council Chambers.

Link: https://joliet.granicus.com/player/clip/6450?view_id=6&redirect=true

CONSENT AGENDA:

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - May 18, 2026.pdf
City Council Meeting Minutes - May 19, 2026.pdf
Approver Report

Invoices to be Paid

Attachments: 06.02.26 Invoices
Approver Report

Approval of Amendment No. 1 to the Professional Services Agreement for the Southeast Joliet Sanitary District Water System Improvements Project for Construction Engineering Services to Baxter & Woodman Inc. in the Amount of $94,200.00 **289-26**

Approval of Amendment No. 1 to the Professional Services Agreement for the Southeast Joliet Sanitary District Water System Improvements Project for Construction Engineering Services to Baxter & Woodman Inc. in the Amount of $94,200.00

Attachments: Project Location Map
Approver Report

Approval of Payment for Emergency Repairs to the Jefferson Street Sewer to Airy's Inc. in the Amount of $260,545.62 **290-26**

Approval of Payment for Emergency Repairs to the Jefferson Street Sewer to Airy's Inc. in the Amount of $260,545.62

Attachments: Approver Report

Approval of Purchase Order for the 2026 Automotive and Heavy-Duty Batteries and Related Support Services to FleetPride Inc. in the Amount of $60,000.00 **291-26**

Approval of Purchase Order for the 2026 Automotive and Heavy-Duty Batteries and Related Support Services to FleetPride Inc. in the Amount of $60,000.00

Attachments: Approver Report

Approval of Purchase Order for the 2026 Fleet Tires and Tire Services in the Amount of $200,000.00 **292-26**

Approval of Purchase Order for the 2026 Fleet Tires and Tire Services in the Amount of $200,000.00

Attachments: Approver Report

Award of Professional Services Agreement for the Study & Designation of the Downtown Special Service Area (SSA) to SB Friedman Development Advisors in the Amount of $54,260 **293-26**

Award of Professional Services Agreement for the Study & Designation of the Downtown Special Service Area (SSA) to SB Friedman Development Advisors in the Amount of $54,260

Attachments: SB Friedman Proposal Joliet Study and Designation of Downtown SSA RFP.pdf
Approver Report

Award Payment for the Ottawa Street Parking Garage Painting Project to Cosgrove Construction Inc. in the amount of $190,625.00 **294-26**

Attachments: Ottawa St Parking Deck Painting Project_Redacted.pdf
Approver Report

Consent Agenda Items Approved

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Larry E. Hug, to approve all said Consent Agenda items.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

AGENDA ITEM:

Award of Contract for the Southeast Joliet Sanitary District Water System Improvements Project to Austin Tyler Construction Inc. in the Amount of $2,982,535.68 **296-26**

Award of Contract for the Southeast Joliet Sanitary District Water System Improvements Project to Austin Tyler Construction Inc. in the Amount of $2,982,535.68

Attachments: Project Location Map
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #296-26: Award of Contract for the Southeast Joliet Sanitary District Water System Improvements Project to Austin Tyler Construction Inc. in the Amount of $2,982,535.68.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Abstain: Councilman Juan Moreno

Award of Contract for the 2026 Roadways Resurfacing Contract A to PT Ferro Construction Co. in the Amount of $2,434,217.87 **297-26**

Award of Contract for the 2026 Roadways Resurfacing Contract A to PT Ferro Construction Co. in the Amount of $2,434,217.87

Attachments: Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #297-26: Award of Contract for the 2026 Roadways Resurfacing Contract A to PT Ferro Construction Co. in the Amount of $2,434,217.87.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Amending Chapter 18, Article I, Sec. 20 and Chapter 26, Article VII, Division 1, Sec. 141 through 148 Regulating Sidewalk Cafes of the City of Joliet Code of Ordinances **298-26**

Ordinance Amending Chapter 18, Article I, Sec. 20 and Chapter 26, Article VII, Division 1, Sec. 141 through 148 Regulating Sidewalk Cafes of the City of Joliet Code of Ordinances

Attachments: Sidewalk Cafe Ordinance.docx
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #298-26: Ordinance Amending Chapter 18, Article I, Sec. 20 and Chapter 26, Article VII, Division 1, Sec. 141 through 148 Regulating Sidewalk Cafes of the City of Joliet Code of Ordinances. (Ordinance 18853)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Ordinance and Resolution Associated with Autobahn Country Club: **299-26**

Ordinance Approving a Special Use Permit to Allow Development on a Lot Containing Cedar Creek Watershed Protection Area (M-1-26)

Resolution Approving an Amendment to the Master Development Plan for Autobahn Country Club (M-2-26)

Ordinance and Resolution Associated with Autobahn Country Club:

Ordinance Approving a Special Use Permit to Allow Development on a Lot Containing Cedar Creek Watershed Protection Area (M-1-26)

Resolution Approving an Amendment to the Master Development Plan for Autobahn Country Club (M-2-26)

Attachments: Ordinance - Autobahn Cedar Creek SUP.docx
Site Plan - Autobahn North Track Addition.pdf
Resolution - Autobahn Master Development Plan.docx
Exhibit A Master Development Plan.pdf
Staff Report Packet M-1-26 M-2-26 Autobahn.pdf
Ordinance 15820 47-15G Cedar Creek Protection Area.pdf
Plan Commission Minutes 05-21-26.pdf
Approver Report

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Juan Moreno, to adopt COUNCIL MEMO #299-26: Ordinance and Resolution Associated with Autobahn Country Club:

Ordinance Approving a Special Use Permit to Allow Development on a Lot Containing Cedar Creek Watershed Protection Area (M-1-26) (Ordinance 18854)

Resolution Approving an Amendment to the Master Development Plan for Autobahn Country Club (M-2-26). (Resolution 8289)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Ordinances Associated with the Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development **300-26**

Ordinance Approving an Amendment to the Final Plat of Vista Ridge Phase 1 Planned Unit Development (PUD-5-26)

Ordinance Approving a Recording Plat of Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development (RP-2-26)

Ordinance Approving a Vacation of a Public Utility and Drainage Easement for Vista Ridge Phase 1 Planned Unit Development (V-3-26)

Ordinances Associated with the Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development

Ordinance Approving an Amendment to the Final Plat of Vista Ridge Phase 1 Planned Unit Development (PUD-5-26)

Ordinance Approving a Recording Plat of Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development (V-3-26)

Ordinance Approving a Vacation of a Public Utility and Drainage Easement for Vista Ridge Phase 1 Planned Unit Development (RP-2-26)

Attachments: Ordinance - Final PUD Vista Ridge Phase 1 Amendment.docx
Final PUD Plat
Ordinance - Recording Plat Vista Ridge Phase 1 Resubdivision 1.docx
Recording Plat
Approved Elevations
Ordinance - PUDE Vacation
Plat of Vacation
PUD-5-26 & V-3-26 Staff Report Packet.pdf
Plan Commission Meeting Minutes - 05.21.2026
Approver Report

A motion was made by Councilman Juan Moreno, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #300-26: Ordinances Associated with the Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development

Ordinance Approving an Amendment to the Final Plat of Vista Ridge Phase 1 Planned Unit Development (PUD-5-26) (Ordinance 18855)

Ordinance Approving a Recording Plat of Vista Ridge Phase 1 Resubdivision 1 Planned Unit Development (RP-2-26) (Ordinance 18856)

Ordinance Approving a Vacation of a Public Utility and Drainage Easement for Vista Ridge Phase 1 Planned Unit Development (V-3-26). (Ordinance 18857)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Ordinances Associated with Cherry Hill Business Park (21) Subdivision, Phase 2: **301-26**

Ordinance Approving an Amendment to the Preliminary Plat of Cherry Hill Business Park (21) Subdivision (P-5-26)

Ordinance Approving the Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (FP-1-26)

Ordinance Approving the Recording Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (RP-6-26)

Ordinances Associated with Cherry Hill Business Park (21) Subdivision, Phase 2:

Ordinance Approving an Amendment to the Preliminary Plat of Cherry Hill Business Park (21) Subdivision (P-5-26)

Ordinance Approving the Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (FP-1-26)

Ordinance Approving the Recording Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (RP-6-26)

Attachments: Ordinance - Preliminary Plat Amendment Cherry Hill (21).docx
Preliminary Plat of Cherry Hill Business Park (21) Subdivision.pdf
Ordinance - Final Plat Cherry Hill (21) Phase 2.docx
Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2.pdf
Ordinance - Recording Plat Cherry Hill (21) Phase 2.docx
Record Plat of Cherry Hill Business Park (21) Subdivision Phase 2.pdf
Staff Report P-5-26 & FP-1-26 Packet.pdf
Annexation Agreement (2022)
Plan Commission Meeting Minutes - 05.21.2026
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #301-26: Ordinances Associated with Cherry Hill Business Park (21) Subdivision, Phase 2:

Ordinance Approving an Amendment to the Preliminary Plat of Cherry Hill Business Park (21) Subdivision (P-5-26) (Ordinance 18858)

Ordinance Approving the Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (FP-1-26) (Ordinance 18859)

Ordinance Approving the Recording Plat of Cherry Hill Business Park (21) Subdivision, Phase 2 (RP-6-26). (Ordinance 18860)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

RESOLUTIONS:

Resolution Authorizing the Acquisition of Property for the Farrell Road over Spring Creek Bridge Improvements Project - Partial PIN 30-07-01-200-047 in the Amount of $3,600.00 **303-26**

Resolution Authorizing the Acquisition of Property for the Farrell Road over Spring Creek Bridge Improvements Project - Partial PIN 30-07-01-200-047 in the Amount of $3,600.00

Attachments: Resolution
Parcel 0002_ROW Acquisition Exhibit.pdf
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #303-26: Resolution Authorizing the Acquisition of Property for the Farrell Road over Spring Creek Bridge Improvements Project - Partial PIN 30-07-01-200-047 in the Amount of $3,600.00. (Resolution 8290)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Resolution Authorizing Execution of an Intergovernmental **304-26**

Agreement between the County of Kendall and the City of Joliet for Kendall County Transportation Alternative Program (KC-TAP) Funding to Resurface the Multi-Use Path Along the West Side of Ridge Road Between Theodore Street & Black Road

Resolution Authorizing Execution of an Intergovernmental Agreement between the County of Kendall and the City of Joliet for Kendall County Transportation Alternative Program (KC-TAP) Funding to Resurface the Multi-Use Path Along the West Side of Ridge Road Between Theodore Street & Black Road

Attachments: Resolution
JOLIET KC TAP IGA 2026 - Draft.pdf
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Juan Moreno, to adopt COUNCIL MEMO #304-26: Resolution Authorizing Execution of an Intergovernmental Agreement between the County of Kendall and the City of Joliet for Kendall County Transportation Alternative Program (KC-TAP) Funding to Resurface the Multi-Use Path Along the West Side of Ridge Road Between Theodore Street & Black Road. (Resolution 8291)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

Resolution Approving Amendment #2 to Incentive Agreement (Property Tax Abatement) for Supermercados El Güero de Joliet, Inc. at 118 E. Jackson Street **305-26**

Resolution Approving Amendment #2 to Incentive Agreement (Property Tax Abatement) for Supermercados El Güero de Joliet, Inc. at 118 E. Jackson Street

Attachments: Resolution
Second Amendment - Property Tax Abatement Agreement El Guero
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #305-26: Resolution Approving Amendment #2 to Incentive Agreement (Property Tax Abatement) for Supermercados El Güero de Joliet, Inc. at 118 E. Jackson Street. (Resolution 8292)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

CITY MANAGER:

The City Manager spoke about the May 20 Memorial Day commemoration held at City Square and thanked Cultural Affairs and Special Events Director Ann Sylvester and her team for coordinating the event.

The City Manager noted that Officers Joshua Battung and Jamere Price were recognized at the Joliet Township High School District 204 Athletic Boosters Night of Champions for their work in the School Resource Officer Program and extended congratulations.

The City Manager announced that the City would host two public presentations led by Urban3 on the relationship between community growth, development patterns, and municipal finances, sharing findings from the recent Urban3 economic analysis, with one presentation at Harrah's Casino and one at Billie Limacher Bicentennial Park, and encouraged public attendance.

PUBLIC COMMENTS:

Barb, area resident, spoke regarding flooding concerns at the Knights of Columbus property.

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the City Council does not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the Council shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

MAYOR AND COUNCIL COMMENTS:

Councilman Cardenas congratulated Ann Sylvester on the first workout event at the City Square.

Councilman Clement congratulated Councilman Moreno on his marriage and welcomed Acting Police Chief Rob Brown.

Councilman Hug congratulated Councilman Moreno on his marriage.

Councilwoman Ibarra asked for an update on the staffing study, spoke about traffic concerns, and wished everyone a Happy Pride Month.

Councilman Moreno thanked the Council for the marriage congratulations.

Councilwoman Quillman wished her great-nephew a happy birthday, wished her husband a happy 46th anniversary, and congratulated Councilman Moreno on his wedding.

Mayor D'Arcy congratulated Councilman Moreno on his marriage, reported on recent

community events, including the Des Plaines River Bridge groundbreaking, Senator Duckworth's roundtable discussion with the Will County Governmental League and Grand Prairie Water Commission mayors, and the Longhorn Steakhouse ribbon cutting, and highlighted upcoming programming at City Square and Billie Limacher Bicentennial Park, the City Square dedication on June 18, and the City Square opening celebration weekend on June 26 and 27.

ADJOURNMENT:

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Cardenas, to adjourn.

The motion carried by the following vote:

Aye:	Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman
Absent:	Councilwoman Sherri Reardon

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780. Live, online streaming of Regular City Council and Pre-Council meetings is now available at www.joliet.gov. Videos and agenda packets can be accessed by clicking on the Meetings & Agendas link at the center of the home page for "Joliet City Council E-Agenda & Streaming Video." The new page includes archived footage and interactive agendas available for the public to view at their convenience.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/08/2026

Final Action:

Title:

Attachments: Pre-Council Meeting Minutes - June 1, 2026.pdf, City Council Meeting Minutes - June 2, 2026.pdf

Entered by: lhelland@joliet.gov

Memo

File #:

Agenda Date:6/16/2026

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City of Joliet

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
13388 24-7 SECURED BOARD UP										
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19197 3SI SECURITY SYSTEMS INC										
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17355 A.N.T. PEST CONTROL INC										
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18115 ACCURATE TRANSLATION BUREAU										
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VENDOR INVOICE LIST

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69190.POST-B		06/16/2026			4,395.00		06/16/2026	INV	APP	POST-M
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56 AIR ONE EQUIPMENT, INC										
235516	26000723	06/16/2026			39,831.00		06/16/2026	INV	APP	PURCHA
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235947	26000723	06/16/2026			105,009.00		06/16/2026	INV	APP	PURCHA
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236238		06/16/2026			335.00		06/16/2026	INV	APP	TRUCK
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5521282383		06/16/2026			156.95		06/16/2026	INV	APP	AUTO S
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5522004497		06/16/2026			5,819.06		06/16/2026	INV	APP	AUTO S
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9172184633		06/16/2026			171.48		06/16/2026	INV	APP	MIG WI
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9172226889		06/16/2026			567.38		06/16/2026	INV	APP	GARAGE
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11858 AL WARREN OIL COMPANY INC										
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W1846426	26000172	06/16/2026			17,124.25		06/16/2026	INV	APP	FUEL,
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					36,157.25					
15495 ALL AMERICAN CLEANING & JANITORIAL INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
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626W		06/16/2026			600.00		06/16/2026	INV	APP	PROFES
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19064 ALL THINGS TREES & FORESTRY MANAGEMENT INC										
3891		06/16/2026			3,900.00		06/16/2026	INV	APP	CLEAN
CHECK DATE:										
16183 ALLIED UNIVERSAL SECURITY SERVICES										
18526420	26000178	06/16/2026			11,783.64		06/16/2026	INV	APP	Unarme
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18526421	26000178	06/16/2026			11,654.82		06/16/2026	INV	APP	Unarme
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15576 AMAZON CAPITAL SERVICES										
111L-3JPG-XW74		06/16/2026			80.81		06/16/2026	INV	APP	CHARGE
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13VV-R3K1-9HFD		06/16/2026			16.47		06/16/2026	INV	APP	OFFICE
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14MD-TTH6-DVFY		06/16/2026			87.75		06/16/2026	INV	APP	VEHICL
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14WF-7LXC-W1Y3		06/16/2026			97.17		06/16/2026	INV	APP	MATTRE
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16GC-XPTK-91QF		06/16/2026			35.99		06/16/2026	INV	APP	TRIPOD
CHECK DATE:										
16QC-TP6Q-1HN4		06/16/2026			51.98		06/16/2026	INV	APP	SAFETY
CHECK DATE:										
19FQ-NRL6-77KM		06/16/2026			34.47		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
1CD1-W9HW-1NF7		06/16/2026			1,294.32		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
1CMW-QDX3-DG9N		06/16/2026			8.99		06/16/2026	INV	APP	DIVE K
CHECK DATE:										
1DHF-X1RD-D4TL		06/16/2026			35.49		06/16/2026	INV	APP	OFFICE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1G9D-4PW7-PCLG		06/16/2026			129.99		06/16/2026	INV	APP	IPAD C
CHECK DATE:										
1H99-P9CV-YGLM		06/16/2026			114.15		06/16/2026	INV	APP	PRINTI
CHECK DATE:										
1HJH-NHPF-XVQP		06/16/2026			81.98		06/16/2026	INV	APP	LAWN M
CHECK DATE:										
1JMN-H37L-NCDV		06/16/2026			54.27		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
1JVQ-RX16-YXR6		06/16/2026			23.78		06/16/2026	INV	APP	REPORT
CHECK DATE:										
1KWC-X37Q-NXN1		06/16/2026			127.82		06/16/2026	INV	APP	FIBER
CHECK DATE:										
1LYC-GVM1-R4H1		06/16/2026			47.81		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
1PNT-913P-4KVQ		06/16/2026			-74.95		06/16/2026	CRM	APP	CREDIT
CHECK DATE:										
1PYW-WJNX-37NK		06/16/2026			627.32		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1Q1M-7GKK-DQFK		06/16/2026			95.75		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
1QXY-CD7X-QYGC		06/16/2026			51.73		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
1T4X-VFDR-RF1W		06/16/2026			228.76		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
1V33-WQ3F-YNNC		06/16/2026			70.28		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
1XHC-GKF4-CT6J		06/16/2026			234.46		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
					3,556.59					
17855 AMERICAN HOIST & MANLIFT INC										
43371		06/16/2026			468.00		06/16/2026	INV	APP	CALL B
CHECK DATE:										
44741	26000026	06/16/2026			1,886.50		06/16/2026	INV	APP	2026 E
CHECK DATE:										
45349		06/16/2026			829.00		06/16/2026	INV	APP	DOOR R
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
45544	26000026	06/16/2026			1,886.50		06/16/2026	INV	APP	2026 E
CHECK DATE:										
					5,070.00					
14040 AMERICAN WELDING & GAS										
0011589924		06/16/2026			144.42		06/16/2026	INV	APP	FORKLI
CHECK DATE:										
0011680281		06/16/2026			189.66		06/16/2026	INV	APP	FORKLI
CHECK DATE:										
					334.08					
15915 AMS MECHANICAL SYSTEMS INC										
203364-01		06/16/2026			880.00		06/16/2026	INV	APP	HORN S
CHECK DATE:										
18389 AMUNDSEN DAVIS, LLC										
869124		06/16/2026			3,914.85		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
13615 ANCHOR MECHANICAL INC										
i3582-49JW	26000307	06/16/2026			10,809.00		06/16/2026	INV	APP	2026 H
CHECK DATE:										
i3582-50JW	26000307	06/16/2026			10,809.00		06/16/2026	INV	APP	2026 H
CHECK DATE:										
i3582-51JW	26000307	06/16/2026			10,809.00		06/16/2026	INV	APP	2026 H
CHECK DATE:										
i3582-53JW	26000307	06/16/2026			10,809.00		06/16/2026	INV	APP	2026 H
CHECK DATE:										
NW-1974		06/16/2026			800.00		06/16/2026	INV	APP	BOILER
CHECK DATE:										
					44,036.00					
13868 APEX INDUSTRIAL AUTOMATION LLC										
1299107		06/16/2026			616.41		06/16/2026	INV	APP	PARTS
CHECK DATE:										
18901 ARNALL GOLDEN GREGORY LLP										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1004990		06/16/2026			5,883.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
3567 ARNIE'S AUTO BODY SUPPLY										
000565994		06/16/2026			64.00		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
11716 A T & T										
815Z99013205		06/16/2026			134.33		06/16/2026	INV	APP	BACKUP
CHECK DATE:										
11591 AUSTIN TYLER CONSTRUCTION INC										
2504-07	26000355	06/16/2026			151,763.14		06/16/2026	INV	APP	North
CHECK DATE:										
2604-01	26000742	06/16/2026			968,542.90		06/16/2026	INV	APP	Cunnin
CHECK DATE:										
					1,120,306.04					
18382 AVDG LLC										
78105		06/16/2026			6,375.00		06/16/2026	INV	APP	AV EVE
CHECK DATE:										
207 BARRETTS HARDWARE & INDUS										
3261227		06/16/2026			150.36		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
3261653		06/16/2026			247.91		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
					398.27					
210 BARTON CARROLL'S INC										
BCI-I08994		06/16/2026			898.00		06/16/2026	INV	APP	STATIO
CHECK DATE:										
17163 BEARY LANDSCAPE MANAGEMENT										
63204	26000053	06/16/2026			19,500.00		06/16/2026	INV	APP	2026 C
CHECK DATE:										
10556 BERLAND'S HOUSE OF TOOLS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
25787		06/16/2026			549.72		06/16/2026	INV	APP	TEMP P
CHECK DATE:										
16215 BOUCHER PRINTING & PROMOTIONAL PRODUCTS										
3404		06/16/2026			855.00		06/16/2026	INV	APP	PROMOT
CHECK DATE:										
10116 BOUND TREE MEDICAL										
66946211		06/16/2026			1,161.92		06/16/2026	INV	APP	AMBULA
CHECK DATE:										
86219949		06/16/2026			3,185.64		06/16/2026	INV	APP	AMBULA
CHECK DATE:										
86221769		06/16/2026			41.90		06/16/2026	INV	APP	AMBULA
CHECK DATE:										
					4,389.46					
15486 BRANDT EXCAVATING INC										
1229	26000720	06/16/2026			599,505.28		06/16/2026	INV	APP	Contra
CHECK DATE:										
304 BREATHING AIR SYSTEMS DIV										
INV-IL65-868		06/16/2026			674.65		06/16/2026	INV	APP	STATIO
CHECK DATE:										
INV-IL65-869		06/16/2026			674.65		06/16/2026	INV	APP	STATIO
CHECK DATE:										
INV-IL65-873		06/16/2026			642.00		06/16/2026	INV	APP	STATIO
CHECK DATE:										
					1,991.30					
18331 BRONCO LANDSCAPING LLC										
0000226		06/16/2026			100.00		06/16/2026	INV	APP	GRASS
CHECK DATE:										
14050 BURRIS EQUIPMENT CO										
PS3023518-1		06/16/2026			103.47		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
12160 C&T CONSTRUCTION INC										
2327		06/16/2026			8,665.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
2329		06/16/2026			9,920.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
					18,585.00					
18516 CARMAX AUTO SUPERSTORES, INC										
Q1 2026		06/16/2026			1,184.73		06/16/2026	INV	APP	SHARED
CHECK DATE:										
19243 CAROL HEDLIN										
06/25/2026		06/16/2026			200.00		06/16/2026	INV	APP	ENTERT
CHECK DATE:										
11996 CARUS CORPORATION										
SLS 10127744	26000173	06/16/2026			1,612.66		06/16/2026	INV	APP	2026 M
CHECK DATE:										
SLS 10127745	26000402	06/16/2026			5,367.12		06/16/2026	INV	APP	2026 S
CHECK DATE:										
SLS 10127746	26000173	06/16/2026			3,454.66		06/16/2026	INV	APP	2026 M
CHECK DATE:										
SLS 10127747	26000666	06/16/2026			2,487.04		06/16/2026	INV	APP	2026 D
CHECK DATE:										
SLS 10127890	26000173	06/16/2026			1,143.04		06/16/2026	INV	APP	2026 M
CHECK DATE:										
SLS 10127891	26000402	06/16/2026			2,021.22		06/16/2026	INV	APP	2026 S
CHECK DATE:										
SLS 10127892	26000666	06/16/2026			620.02		06/16/2026	INV	APP	2026 D
CHECK DATE:										
SLS 10127893	26000666	06/16/2026			486.62		06/16/2026	INV	APP	2026 D
CHECK DATE:										
SLS 10127894	26000402	06/16/2026			1,456.92		06/16/2026	INV	APP	2026 S
CHECK DATE:										
SLS 10127895	26000173	06/16/2026			906.40		06/16/2026	INV	APP	2026 M
CHECK DATE:										
SLS 10128006	26000666	06/16/2026			1,842.08		06/16/2026	INV	APP	2026 D

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
SLS 10128007	26000402	06/16/2026			5,159.64		06/16/2026	INV	APP	2026 S
CHECK DATE:										
					26,557.42					
11714 CASE LOTS INC										
30787		06/16/2026			156.79		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
31006		06/16/2026			129.90		06/16/2026	INV	APP	JANITO
CHECK DATE:										
31012		06/16/2026			2,025.40		06/16/2026	INV	APP	JANITO
CHECK DATE:										
					2,312.09					
6994 CATHOLIC CHARITIES DAYBREAK										
5/20/2026		06/16/2026			37,755.66		06/16/2026	INV	APP	PY 24
CHECK DATE:										
18601 CAVANAUGH & ASSOCIATES PA										
WE.24.011-20-A	26000336	06/16/2026			22,284.95		06/16/2026	INV	APP	PSA fo
CHECK DATE:										
WE.24.011-20-B	26000445	06/16/2026			24,300.00		06/16/2026	INV	APP	PSA fo
CHECK DATE:										
WE.24.011-20-C	26000746	06/16/2026			27,040.05		06/16/2026	INV	APP	PSA 20
CHECK DATE:										
WE.24.011-21	26000746	06/16/2026			52,132.50		06/16/2026	INV	APP	PSA 20
CHECK DATE:										
WE.24.011-22	26000746	06/16/2026			52,132.50		06/16/2026	INV	APP	PSA 20
CHECK DATE:										
WE.25.012-6	26000746	06/16/2026			12,487.50		06/16/2026	INV	APP	PSA 20
CHECK DATE:										
					190,377.50					
18720 CBRE INC										
051631-1-26		06/16/2026			1,500.00		06/16/2026	INV	APP	749 HO
CHECK DATE:										
7617 CDWG COMPUTER CENTERS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
AJ4YC5N		06/16/2026			81.30		06/16/2026	INV	APP	ADOBE
CHECK DATE:										
AJ59U1N	26000768	06/16/2026			6,116.88		06/16/2026	INV	APP	VEEAM
CHECK DATE:										
AJ5HP5U		06/16/2026			1,540.00		06/16/2026	INV	APP	MICROS
CHECK DATE:										
AJ5RQ7G		06/16/2026			4,341.36		06/16/2026	INV	APP	MICROS
CHECK DATE:										
AJ5YH4V	26000754	06/16/2026			101,687.68		06/16/2026	INV	APP	NUTANI
CHECK DATE:										
					113,767.22					
440 CHICAGO COMMUNICATIONS LLC										
369963		06/16/2026			110.00		06/16/2026	INV	APP	AMBUL
CHECK DATE:										
13667 CINTAS CORPORATION NO 2 UNIFORMS										
4270050743		06/16/2026			202.18		06/16/2026	INV	APP	SERVIC
CHECK DATE:										
4270761235	26000047	06/16/2026			54.15		06/16/2026	INV	APP	Rug Se
CHECK DATE:										
					256.33					
11432 CIT GROUP INC										
111P666413		06/16/2026			283.24		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
19226 C WILLIAM WHITNEY										
1561		06/16/2026			450.00		06/16/2026	INV	APP	HONEY
CHECK DATE:										
17097 CITY OF LOCKPORT										
APRIL 2026		06/16/2026			7,050.79		06/16/2026	INV	APP	WELL H
CHECK DATE:										
17094 COEO SOLUTIONS LLC										
1163158		06/16/2026			3,028.57		06/16/2026	INV	APP	INTERN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
7307 COLLEGE OF DUPAGE										
17983		06/16/2026			623.00		06/16/2026	INV	APP	REG FE
CHECK DATE:										
18342		06/16/2026			523.00		06/16/2026	INV	APP	REG FE
CHECK DATE:										
					1,146.00					
10220 COMCAST										
8771201460110350	26000041	06/16/2026			4.56		06/16/2026	INV	APP	cable
CHECK DATE:										
18600 COMPCOREPRO LLC										
3163		06/16/2026			2,000.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
3233		06/16/2026			2,000.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
3283		06/16/2026			2,000.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
3455		06/16/2026			2,000.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
3456		06/16/2026			2,000.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
					10,000.00					
18890 COMPRESSED AIR ADVISORS ONLINE INC										
1562		06/16/2026			5,496.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
1563		06/16/2026			207.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					5,703.00					
546 CONSTRUCTION BY CAMCO INC										
PAY APP #1	26000728	06/16/2026			273,821.83		06/16/2026	INV	APP	Contra
CHECK DATE:										
PAY APP #1-A	26000738	06/16/2026			818,607.77		06/16/2026	INV	APP	Contra
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,092,429.60					
13860 COPS TESTING SERVICE INC										
2281		06/16/2026			500.00		06/16/2026	INV	APP	PRE-EM
CHECK DATE:										
15872 CORE & MAIN LP										
Z065514	26000322	06/16/2026			46,344.00		06/16/2026	INV	APP	Purcha
CHECK DATE:										
Z106259	26000598	06/16/2026			4,120.00		06/16/2026	INV	APP	Hymax
CHECK DATE:										
Z106285	26000597	06/16/2026			15,560.00		06/16/2026	INV	APP	Gate V
CHECK DATE:										
					66,024.00					
15588 COSGROVE CONSTRUCTION INC										
107057		06/16/2026			3,648.00		06/16/2026	INV	APP	PAINTI
CHECK DATE:										
107059		06/16/2026			1,213.00		06/16/2026	INV	APP	PAINTI
CHECK DATE:										
					4,861.00					
11445 COTG CHICAGO OFFICE TECHNOLOGY GROUP										
IN6524249	26000682	06/16/2026			10,014.45		06/16/2026	INV	APP	MANAGE
CHECK DATE:										
8438 CR LEONARD PLUMBING & HTG										
2025601		06/16/2026			1,050.00		06/16/2026	INV	APP	STA 8
CHECK DATE:										
16504 CRAWFORD MURPHY & TILLY INC										
0251146	26000547	06/16/2026			1,102.50		06/16/2026	INV	APP	Coordi
CHECK DATE:										
7	26000712	06/16/2026			67,013.48		06/16/2026	INV	APP	Contra
CHECK DATE:										
					68,115.98					
576 CRESCENT ELECTRIC SUPPLY										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
S514060574.001		06/16/2026			152.56		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
S514081863.001		06/16/2026			942.72		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
S514090997.001		06/16/2026			75.89		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
S514110857.001		06/16/2026			73.41		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
S514116856.001		06/16/2026			223.85		06/16/2026	INV	APP	OUTDOO
CHECK DATE:										
S514117098.001		06/16/2026			565.76		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
S514124193.001		06/16/2026			236.93		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					2,271.12					
18250 CROKE FAIRCHILD DUARTE & BERES LLC										
142093		06/16/2026			3,130.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
3606 CRYER & OLSEN MECHANICAL INC										
11803-0		06/16/2026			1,161.18		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
11851-0		06/16/2026			3,804.82		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
					4,966.00					
17065 CULPEPPERS LAWN WORKS										
567	26000600	06/16/2026			1,404.00		06/16/2026	INV	APP	2026 G
CHECK DATE:										
568	26000599	06/16/2026			2,103.00		06/16/2026	INV	APP	2026 G
CHECK DATE:										
					3,507.00					
18726 CUSTOM TRUCK ONE SOURCE INC										
2026007257180		06/16/2026			1,224.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9721 CYLINDERS INC										
17493		06/16/2026			539.11		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
18589 D'ARCY HYUNDAI										
Q1 2026		06/16/2026			98,929.74		06/16/2026	INV	APP	SHARED
CHECK DATE:										
13789 DAHME MECHANICAL INDUSTRIES INC										
20260210		06/16/2026			6,735.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
18602 JACOBS ASSOCIATES										
2365960013	26000371	06/16/2026			8,124.15		06/16/2026	INV	APP	Des Pl
CHECK DATE:										
5793 DES PLAINES VALLEY MABAS DIVISN 15										
2149		06/16/2026			250.00		06/16/2026	INV	APP	MABAS
CHECK DATE:										
17371 DESHAZO CRANE										
0320861-IN		06/16/2026			700.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
0320862-IN		06/16/2026			1,160.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
0320863-IN		06/16/2026			2,100.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
0320865-IN		06/16/2026			2,125.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
					6,085.00					
18804 DJS SCUBA LOCKER INC										
68543		06/16/2026			69.99		06/16/2026	INV	APP	BATTER
CHECK DATE:										
68670		06/16/2026			370.00		06/16/2026	INV	APP	DIVE S
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					439.99					
8081 DLT SOLUTIONS LLC										
5432343A		06/16/2026			8,074.54		06/16/2026	INV	APP	SUBSCR
CHECK DATE:										
17206 DONAHUE & ROSE PC										
2588	26000331	06/16/2026			24,255.00		06/16/2026	INV	APP	Legal
CHECK DATE:										
2589	26000331	06/16/2026			2,656.50		06/16/2026	INV	APP	Legal
CHECK DATE:										
2590	26000331	06/16/2026			30,992.50		06/16/2026	INV	APP	Legal
CHECK DATE:										
2591	26000331	06/16/2026			3,003.00		06/16/2026	INV	APP	Legal
CHECK DATE:										
2592	26000331	06/16/2026			2,772.00		06/16/2026	INV	APP	Legal
CHECK DATE:										
2603	26000331	06/16/2026			25,448.50		06/16/2026	INV	APP	Legal
CHECK DATE:										
2604	26000331	06/16/2026			1,925.00		06/16/2026	INV	APP	Legal
CHECK DATE:										
2605	26000331	06/16/2026			32,224.50		06/16/2026	INV	APP	Legal
CHECK DATE:										
2606	26000331	06/16/2026			1,886.50		06/16/2026	INV	APP	Legal
CHECK DATE:										
					125,163.50					
16144 B AND J BAKING										
000365		06/16/2026			33.84		06/16/2026	INV	APP	RETIRE
CHECK DATE:										
18661 GOOCHER LANDSCAPE SERVICES, LLC										
3708		06/16/2026			5,725.00		06/16/2026	INV	APP	CUTTIN
CHECK DATE:										
3711		06/16/2026			2,400.00		06/16/2026	INV	APP	MOWING
CHECK DATE:										
3714		06/16/2026			350.00		06/16/2026	INV	APP	MOWING
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					8,475.00					
19089 EC MOWING LLC										
108		06/16/2026			450.00		06/16/2026	INV	APP	WEEDS,
CHECK DATE:										
109		06/16/2026			75.00		06/16/2026	INV	APP	GRASS
CHECK DATE:										
112		06/16/2026			150.00		06/16/2026	INV	APP	GRASS
CHECK DATE:										
129		06/16/2026			300.00		06/16/2026	INV	APP	GRASS
CHECK DATE:										
97		06/16/2026			100.00		06/16/2026	INV	APP	GRASS
CHECK DATE:										
					1,075.00					
19236 EILISH SULLIVAN										
07/17/26		06/16/2026			300.00		06/16/2026	INV	APP	ENTERT
CHECK DATE:										
13643 EJ USA INC										
110260028865		06/16/2026			216.24		06/16/2026	INV	APP	PARTS
CHECK DATE:										
110260029223		06/16/2026			5,203.90		06/16/2026	INV	APP	PARTS
CHECK DATE:										
110260034457		06/16/2026			81.25		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
					5,501.39					
7582 ELLIOTT ELECTRIC INC										
32980	26000774	06/16/2026			11,330.00		06/16/2026	INV	APP	BLACK
CHECK DATE:										
33024		06/16/2026			2,487.69		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
33090		06/16/2026			9,845.00		06/16/2026	INV	APP	EXTERI
CHECK DATE:										
33091		06/16/2026			1,086.00		06/16/2026	INV	APP	EXTERI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					24,748.69					
5303 EMC EQUIPMENT MANAGEMENT COMPANY										
66927		06/16/2026			1,823.50		06/16/2026	INV	APP	SMALL
CHECK DATE:										
16775 ENGINEERING ENTERPRISES INC										
87079	26000366	06/16/2026			5,674.20		06/16/2026	INV	APP	PSA 20
CHECK DATE:										
13631 ENVIRONMENTAL CONSULTING & TESTING										
9432		06/16/2026			1,400.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
9433		06/16/2026			1,400.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
					2,800.00					
18141 EVANS & DIXON, LLC										
2070571		06/16/2026			281.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070572		06/16/2026			9.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070663		06/16/2026			832.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070664		06/16/2026			116.87		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070665		06/16/2026			359.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070666		06/16/2026			202.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070667		06/16/2026			9.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070668		06/16/2026			968.70		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070669		06/16/2026			35.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2070670		06/16/2026			9.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2071537		06/16/2026			9.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2071538		06/16/2026			27.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2071539		06/16/2026			27.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2071540		06/16/2026			210.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2073349		06/16/2026			97.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2073350		06/16/2026			447.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
					3,641.57					
785 FAST PRINTING OF JOLIET, INC										
100095		06/16/2026			740.41		06/16/2026	INV	APP	COMMUN
CHECK DATE:										
19202 FIGHTING CHANCE NFP										
INV-2026-013		06/16/2026			4,701.64		06/16/2026	INV	APP	PY 25
CHECK DATE:										
12460 FIRE SERVICE, INC.										
IL-23330		06/16/2026			650.00		06/16/2026	INV	APP	FD TRU
CHECK DATE:										
IL-23331		06/16/2026			650.00		06/16/2026	INV	APP	FD TRU
CHECK DATE:										
IL-23332		06/16/2026			650.00		06/16/2026	INV	APP	FD TRU
CHECK DATE:										
IL-23333		06/16/2026			650.00		06/16/2026	INV	APP	FD TRU
CHECK DATE:										
IL-23335		06/16/2026			650.00		06/16/2026	INV	APP	FD TRU
CHECK DATE:										
IL-26392		06/16/2026			678.56		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
IL-26452		06/16/2026			77.52		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
IL-26969		06/16/2026			2,130.73		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
IL-27026		06/16/2026			1,351.16		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
IL-27074		06/16/2026			775.99		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
IL-27083		06/16/2026			536.28		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
IL-27115		06/16/2026			956.53		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					9,756.77					
829 FISHER SCIENTIFIC										
8407024		06/16/2026			74.70		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
8934786		06/16/2026			256.68		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					331.38					
13897 FLAGS USA INC										
INV-34623	26000627	06/16/2026			12,364.93		06/16/2026	INV	APP	Flags
CHECK DATE:										
18723 FLASHPARKING INC										
INV1115996		06/16/2026			300.00		06/16/2026	INV	APP	FLASH
CHECK DATE:										
INV1118208		06/16/2026			150.00		06/16/2026	INV	APP	FLASH
CHECK DATE:										
					450.00					
4623 FLEET SAFETY SUPPLY										
87025		06/16/2026			166.95		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
87066		06/16/2026			1,519.48		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
87069		06/16/2026			4,984.50		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					6,670.93					
13970 FLOORING GUYS, INC										
11147A		06/16/2026			50,000.00		06/16/2026	INV	APP	POLICE
CHECK DATE:										
3950 FORT DEARBORN LIFE INSURANCE										
05/01/26 - 05/31/26		06/16/2026			21,358.63		06/16/2026	INV	APP	MAY 20
CHECK DATE:										
06/01/26-06/30/26		06/16/2026			4,515.20		06/16/2026	INV	APP	#F1065
CHECK DATE:										
JUNE 2026		06/16/2026			2,538.50		06/16/2026	INV	APP	#F1065
CHECK DATE:										
					28,412.33					
10005 FREEDOM FIRST AID & SAFETY										
56132		06/16/2026			155.20		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56133		06/16/2026			37.90		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56134		06/16/2026			81.70		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56135		06/16/2026			91.55		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56136		06/16/2026			188.55		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56137		06/16/2026			20.70		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56138		06/16/2026			94.55		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56139		06/16/2026			166.50		06/16/2026	INV	APP	RESTOC
CHECK DATE:										
56188	26000040	06/16/2026			50.80		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56189	26000040	06/16/2026			176.45		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56190		06/16/2026			54.15		06/16/2026	INV	APP	FIRST
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
56191		06/16/2026			106.40		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56192		06/16/2026			64.30		06/16/2026	INV	APP	FIRST
CHECK DATE:										
56883		06/16/2026			52.40		06/16/2026	INV	APP	FIRST
CHECK DATE:										
57087		06/16/2026			171.75		06/16/2026	INV	APP	FIRST
CHECK DATE:										
					1,512.90					
18633 FROM THE GROUND UP LANDSCAPING & INTEGRITY										
9377		06/16/2026			677.31		06/16/2026	INV	APP	PARK H
CHECK DATE:										
900 GASVODA & ASSOC INC										
INV26PTS0189		06/16/2026			998.78		06/16/2026	INV	APP	PARTS
CHECK DATE:										
INV26PTS0213		06/16/2026			2,221.16		06/16/2026	INV	APP	PARTS
CHECK DATE:										
INV26PTS0269		06/16/2026			239.69		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					3,459.63					
13439 GENE MAY HEATING & COOLING										
132299		06/16/2026			608.00		06/16/2026	INV	APP	STATIO
CHECK DATE:										
11659 GENERAL MACHINE & TOOL CO										
62582		06/16/2026			3,400.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
17960 GOVERNMENTAL CONSULTING SOLUTIONS, INC										
7319	26000369	06/16/2026			10,000.00		06/16/2026	INV	APP	State
CHECK DATE:										
12403 GRAINGER										
9884591687		06/16/2026			110.96		06/16/2026	INV	APP	UTILIT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
9913582756		06/16/2026			559.20		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
9914947479		06/16/2026			135.35		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
9917829195		06/16/2026			197.37		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
9917829203		06/16/2026			119.44		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
9920132207		06/16/2026			616.57		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
9920583342		06/16/2026			29.87		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
9922956637		06/16/2026			185.78		06/16/2026	INV	APP	JPD DU
CHECK DATE:										
9924409460	26000067	06/16/2026			70.50		06/16/2026	INV	APP	Roadwa
CHECK DATE:										
9925458188		06/16/2026			92.44		06/16/2026	INV	APP	PARTS
CHECK DATE:										
9927221631		06/16/2026			747.58		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
9927685322		06/16/2026			84.35		06/16/2026	INV	APP	FILTER
CHECK DATE:										
9928585380		06/16/2026			66.48		06/16/2026	INV	APP	PARTS
CHECK DATE:										
9929275221		06/16/2026			12.40		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
9929275239		06/16/2026			361.68		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
9929632538		06/16/2026			41.05		06/16/2026	INV	APP	AC BEL
CHECK DATE:										
9930313573		06/16/2026			446.80		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
9930977161		06/16/2026			27.32		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
9930977179		06/16/2026			241.68		06/16/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9931808837		06/16/2026			106.88		06/16/2026	INV	APP	RAIN J
CHECK DATE:										
9932759567		06/16/2026			172.64		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
9934281735	26000067	06/16/2026			167.11		06/16/2026	INV	APP	Roadwa
CHECK DATE:										
9934939795	26000067	06/16/2026			151.56		06/16/2026	INV	APP	Roadwa
CHECK DATE:										
9935312935		06/16/2026			1,993.48		06/16/2026	INV	APP	JANITO
CHECK DATE:										
					6,738.49					
14295 GREAT PYRENEES TECHNOLOGY LLC										
2026-0013	26000177	06/16/2026			2,145.42		06/16/2026	INV	APP	CONSUL
CHECK DATE:										
2026-0014	26000315	06/16/2026			1,045.00		06/16/2026	INV	APP	DBA &
CHECK DATE:										
					3,190.42					
8493 HAIGES MACHINERY INC										
PS-INV213893		06/16/2026			422.91		06/16/2026	INV	APP	STATIO
CHECK DATE:										
PS-INV214427		06/16/2026			722.58		06/16/2026	INV	APP	WASHER
CHECK DATE:										
PS-INV214822		06/16/2026			41.94		06/16/2026	INV	APP	WASHER
CHECK DATE:										
					1,187.43					
15146 WEST JEFF AUTO SALES LLC										
555996J		06/16/2026			95.02		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
556754J		06/16/2026			919.16		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
557029J		06/16/2026			103.08		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
557029JX1		06/16/2026			539.40		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
557029JX2		06/16/2026			400.09		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
557553J		06/16/2026			134.39		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
558574J		06/16/2026			674.18		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
854596		06/16/2026			8,812.98		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
CM557029J		06/16/2026			-422.20		06/16/2026	CRM	APP	CREDIT
CHECK DATE:										
					11,256.10					
11860 HAWKINS INC										
7437389		06/16/2026			447.52		06/16/2026	INV	APP	PARTS
CHECK DATE:										
14173 HEARTLAND BUSINESS SYSTEMS LLC										
866524-H	26000758	06/16/2026			12,660.00		06/16/2026	INV	APP	NUTANI
CHECK DATE:										
869035-H	26000758	06/16/2026			260.72		06/16/2026	INV	APP	NUTANI
CHECK DATE:										
					12,920.72					
19100 HENRICKSEN & COMPANY INC										
799647		06/16/2026			3,270.83		06/16/2026	INV	APP	DCC DE
CHECK DATE:										
19233 HEYL, ROYSTER, VOELKER, & ALLEN, P.C.										
FINAL 1893019		06/16/2026			1,586.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892658		06/16/2026			959.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892659		06/16/2026			161.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892660		06/16/2026			218.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892661		06/16/2026			303.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
INTERIM 1892662		06/16/2026			2,498.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892663		06/16/2026			418.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892664		06/16/2026			1,282.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892665		06/16/2026			475.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892666		06/16/2026			617.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892668		06/16/2026			617.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892669		06/16/2026			142.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892670		06/16/2026			1,007.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892671		06/16/2026			152.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892672		06/16/2026			380.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892673		06/16/2026			3,865.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892674		06/16/2026			1,159.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892675		06/16/2026			617.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892676		06/16/2026			2,289.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
INTERIM 1892677		06/16/2026			454.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
					19,199.00					
2665 HIGH STAR TRAFFIC										
20399		06/16/2026			5,349.10		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
18419 HINDSIGHT GRAPHICS LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3038		06/16/2026			580.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
11830 HOMER TREE CARE INC										
64371	26000508	06/16/2026			22,500.00		06/16/2026	INV	APP	Tree &
CHECK DATE:										
64584		06/16/2026			800.00		06/16/2026	INV	APP	TREE R
CHECK DATE:										
					23,300.00					
18719 HOUBOLT ROAD EXTENSION JV LLC										
1157900		06/16/2026			16.00		06/16/2026	INV	APP	UNPAID
CHECK DATE:										
17151 IDEXX DISTRIBUTION INC										
3200505477		06/16/2026			3,707.55		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
3200833247		06/16/2026			3,796.33		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
					7,503.88					
1163 ILL CITY COUNTY MANAGEMENT ASSOC										
7003		06/16/2026			50.00		06/16/2026	INV	APP	JOB PO
CHECK DATE:										
5463 ILL DEPT OF NATURAL RESOURCES										
5365-2026		06/16/2026			100.00		06/16/2026	INV	APP	LEASE
CHECK DATE:										
1191 ILL MUNICIPAL LEAGUE										
2981		06/16/2026			35.00		06/16/2026	INV	APP	JOB PO
CHECK DATE:										
3902 ILL STATE POLICE										
20260406188		06/16/2026			54.00		06/16/2026	INV	APP	FINGER
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1262 INTERSTATE BATTERIES INC										
50929424		06/16/2026			427.65		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
50929456		06/16/2026			142.55		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					570.20					
19172 IT STRAPS ON INC										
66933		06/16/2026			279.52		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
17457 ITERIS INC										
188258	26000778	06/16/2026			28,848.13		06/16/2026	INV	APP	PES PH
CHECK DATE:										
188807	26000778	06/16/2026			12,927.20		06/16/2026	INV	APP	PES PH
CHECK DATE:										
189631	26000778	06/16/2026			4,495.00		06/16/2026	INV	APP	PES PH
CHECK DATE:										
					46,270.33					
18146 ITOUCH BIOMETRICS LLC										
8250		06/16/2026			20,588.00		06/16/2026	INV	APP	ITOUCH
CHECK DATE:										
19245 JAVON WATSON										
209661		06/16/2026			3,000.00		06/16/2026	INV	APP	ENTERT
CHECK DATE:										
1339 JCM UNIFORMS										
818088	26000099	06/16/2026			226.40		06/16/2026	INV	APP	POLICE
CHECK DATE:										
818460	26000263	06/16/2026			750.00		06/16/2026	INV	APP	BALLIS
CHECK DATE:										
818538	26000258	06/16/2026			750.00		06/16/2026	INV	APP	BALLIS
CHECK DATE:										
818547	26000265	06/16/2026			750.00		06/16/2026	INV	APP	BALLIS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
818942	26000447	06/16/2026			659.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819151		06/16/2026			40.00		06/16/2026	INV	APP	CROMBI
CHECK DATE:										
819564	26000613	06/16/2026			74.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819686	26000554	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819702	26000587	06/16/2026			517.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819705	26000569	06/16/2026			132.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819717	26000561	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819719	26000563	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819722	26000578	06/16/2026			179.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819750	26000583	06/16/2026			74.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819764	26000617	06/16/2026			270.85		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819795	26000560	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819796	26000581	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819889	26000608	06/16/2026			67.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819935	26000579	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
819969		06/16/2026			65.00		06/16/2026	INV	APP	CARLIN
CHECK DATE:										
819996	26000609	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820008	26000584	06/16/2026			74.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820028		06/16/2026			39.00		06/16/2026	INV	APP	DRESS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
820038		06/16/2026			494.00		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820067	26000652	06/16/2026			65.00		06/16/2026	INV	APP	SOS PO
CHECK DATE:										
820093	26000640	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820107	26000562	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820109	26000657	06/16/2026			1,915.00		06/16/2026	INV	APP	RECRUI
CHECK DATE:										
820111	26000658	06/16/2026			1,925.00		06/16/2026	INV	APP	RECRUI
CHECK DATE:										
820176		06/16/2026			125.90		06/16/2026	INV	APP	UNIFOR
CHECK DATE:										
820192	26000574	06/16/2026			65.00		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820200	26000575	06/16/2026			65.00		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820221	26000641	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820234	26000555	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820388	26000695	06/16/2026			504.75		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820390	26000697	06/16/2026			414.80		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820399	26000557	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820411	26000556	06/16/2026			45.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820432	26000674	06/16/2026			185.95		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820505	26000588	06/16/2026			392.30		06/16/2026	INV	APP	POLICE
CHECK DATE:										
820656	26000660	06/16/2026			437.90		06/16/2026	INV	APP	POLICE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					11,862.80					
1361 JOLIET REGION CHAMBER OF COMMERCE										
122089		06/16/2026			3,066.66		06/16/2026	INV	APP	MEMBER
CHECK DATE:										
18837 KASPER HOLMES & DRING LTD										
60126		06/16/2026			7,000.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
19138 KGM TECHNOLOGIES										
INV215222	26000388	06/16/2026			1,490.00		06/16/2026	INV	APP	SOS TE
CHECK DATE:										
6725 KIESLER POLICE SUPPLY										
IN282675	26000769	06/16/2026			5,190.75		06/16/2026	INV	APP	KIESLE
CHECK DATE:										
9312 KIMBALL MIDWEST										
104472160		06/16/2026			706.20		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
104472674		06/16/2026			866.19		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
104477001		06/16/2026			1,539.26		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
104488203		06/16/2026			120.86		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
104497999		06/16/2026			423.64		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					3,656.15					
19173 KINGS III EMERGENCY COMMUNICATION LLC										
3440254		06/16/2026			176.40		06/16/2026	INV	APP	SLAMME
CHECK DATE:										
1541 LAI & ASSOCIATES INC										
26-63734		06/16/2026			2,155.60		06/16/2026	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
26-8145S		06/16/2026			925.00		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
					3,080.60					
18557 LANER MUCHIN LTD										
724830		06/16/2026			4,050.00		06/16/2026	INV	APP	APRIL
CHECK DATE:										
724831		06/16/2026			150.00		06/16/2026	INV	APP	APRIL
CHECK DATE:										
724832		06/16/2026			1,500.00		06/16/2026	INV	APP	APRIL
CHECK DATE:										
724833		06/16/2026			525.00		06/16/2026	INV	APP	APRIL
CHECK DATE:										
724834		06/16/2026			1,575.00		06/16/2026	INV	APP	APRIL
CHECK DATE:										
					7,800.00					
13142 LAWSON PRODUCTS INC										
9313411437		06/16/2026			1,615.66		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
18101 LENOVO (UNITED STATES) INC										
N300043562	26000725	06/16/2026			3,600.00		06/16/2026	INV	APP	PUBLIC
CHECK DATE:										
N300424458	26000725	06/16/2026			700.00		06/16/2026	INV	APP	PUBLIC
CHECK DATE:										
					4,300.00					
18780 LENOVO GLOBAL TECH										
ND75011274	26000763	06/16/2026			4,374.65		06/16/2026	INV	APP	TruSca
CHECK DATE:										
19192 LINDE GAS & EQUIPMENT										
56846424		06/16/2026			301.25		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846426		06/16/2026			99.75		06/16/2026	INV	APP	STATIO
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
56846427		06/16/2026			60.75		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846428		06/16/2026			190.75		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846430		06/16/2026			249.25		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846432		06/16/2026			93.25		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846433		06/16/2026			197.25		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846434		06/16/2026			99.75		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846436		06/16/2026			73.75		06/16/2026	INV	APP	STATIO
CHECK DATE:										
56846437		06/16/2026			73.75		06/16/2026	INV	APP	SPEEDW
CHECK DATE:										
57084443		06/16/2026			198.27		06/16/2026	INV	APP	STATIO
CHECK DATE:										
57084444		06/16/2026			92.85		06/16/2026	INV	APP	STATIO
CHECK DATE:										
57084445		06/16/2026			164.83		06/16/2026	INV	APP	STATIO
CHECK DATE:										
57127303		06/16/2026			104.84		06/16/2026	INV	APP	OXYGEN
CHECK DATE:										
					2,000.29					
18061 LINDENMEYR MUNROE										
2026002358523		06/16/2026			328.50		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
14210 MARK CRYER										
4/16/2026		06/16/2026			260.00		06/16/2026	INV	APP	STEEL
CHECK DATE:										
1679 MC MASTER-CARR SUPPLY CO										
64647551		06/16/2026			243.39		06/16/2026	INV	APP	TOOLS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
65051998		06/16/2026			142.66		06/16/2026	INV	APP	PARTS
CHECK DATE:										
65119715		06/16/2026			64.49		06/16/2026	INV	APP	PARTS
CHECK DATE:										
65438003		06/16/2026			134.71		06/16/2026	INV	APP	PARTS
CHECK DATE:										
65779097		06/16/2026			109.78		06/16/2026	INV	APP	PARTS
CHECK DATE:										
65933567		06/16/2026			568.57		06/16/2026	INV	APP	PARTS
CHECK DATE:										
65934380		06/16/2026			1,846.77		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					3,110.37					
19005 MCGINTY BROS INC										
277284	26000372	06/16/2026			10,370.00		06/16/2026	INV	APP	Cntct
CHECK DATE:										
10340 ME SIMPSON CO INC										
46617	26000515	06/16/2026			40,681.20		06/16/2026	INV	APP	2026 P
CHECK DATE:										
13281 MEDWORKS-JOLIET										
432280		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432281		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432377		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432430		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432595		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432628		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432647		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
432658		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432663		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
432740		06/16/2026			130.00		06/16/2026	INV	APP	EMPLOY
CHECK DATE:										
					1,300.00					
1704 MENARDS-JOLIET										
23496		06/16/2026			69.53		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
23518		06/16/2026			243.98		06/16/2026	INV	APP	ENTRY
CHECK DATE:										
24429		06/16/2026			35.42		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
24855		06/16/2026			296.95		06/16/2026	INV	APP	ELECTR
CHECK DATE:										
24925		06/16/2026			125.67		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
24927	26000034	06/16/2026			174.96		06/16/2026	INV	APP	Roadwa
CHECK DATE:										
24994	26000015	06/16/2026			214.92		06/16/2026	INV	APP	2026 B
CHECK DATE:										
25086		06/16/2026			406.79		06/16/2026	INV	APP	SUPPLE
CHECK DATE:										
25501		06/16/2026			89.62		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
25503		06/16/2026			167.34		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
25510		06/16/2026			239.48		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
25569		06/16/2026			309.73		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
25861		06/16/2026			152.35		06/16/2026	INV	APP	PARTS
CHECK DATE:										
25868		06/16/2026			109.95		06/16/2026	INV	APP	LOCKS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
25876		06/16/2026			218.91		06/16/2026	INV	APP	PARTS
CHECK DATE:										
25885		06/16/2026			617.98		06/16/2026	INV	APP	PARTS
CHECK DATE:										
25888		06/16/2026			354.70		06/16/2026	INV	APP	GFCI R
CHECK DATE:										
25953	26000034	06/16/2026			17.12		06/16/2026	INV	APP	Roadwa
CHECK DATE:										
25957-A		06/16/2026			129.86		06/16/2026	INV	APP	PARTS
CHECK DATE:										
26019	26000034	06/16/2026			131.96		06/16/2026	INV	APP	Roadwa
CHECK DATE:										
26020-A		06/16/2026			250.96		06/16/2026	INV	APP	PARTS
CHECK DATE:										
26030		06/16/2026			196.62		06/16/2026	INV	APP	PARTS
CHECK DATE:										
26085		06/16/2026			26.88		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
26101		06/16/2026			59.97		06/16/2026	INV	APP	PARTS/
CHECK DATE:										
					4,641.65					
18811 MES SERVICE COMPANY LLC										
IN2503126		06/16/2026			408.00		06/16/2026	INV	APP	ADAPTE
CHECK DATE:										
18505 METAL SUPERMARKETS VILLA PARK										
1006074		06/16/2026			1,234.94		06/16/2026	INV	APP	FABRIC
CHECK DATE:										
1713 METROPOLITAN INDUSTRIES										
INV084210		06/16/2026			774.00		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
INV084289	26000681	06/16/2026			16,765.00		06/16/2026	INV	APP	WSTP -
CHECK DATE:										
INV084337		06/16/2026			1,620.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
INV084395		06/16/2026			3,866.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
INV084396		06/16/2026			3,866.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					26,891.00					
5068 MID AMERICAN WATER INC										
266361A		06/16/2026			2,881.74		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
12928 MID CENTRAL ENTERPRISES INC										
2025 PARTIAL TIF REB		06/16/2026			55,557.42		06/16/2026	INV	APP	150 N
CHECK DATE:										
2025 TIF REBATE		06/16/2026			21,007.83		06/16/2026	INV	APP	2025 T
CHECK DATE:										
					76,565.25					
1736 MIDDLETON OVERHEAD DOORS INC										
10115482		06/16/2026			199.25		06/16/2026	INV	APP	OVERHE
CHECK DATE:										
13882 MIDWEST OFFICE INTERIORS										
267321		06/16/2026			4,664.20		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
18445 MIDWEST PARTS WASHERS										
6383		06/16/2026			115.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
6385		06/16/2026			125.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					240.00					
15143 MINUTEMAN PRESS OF JOLIET										
36924		06/16/2026			846.60		06/16/2026	INV	APP	2026 E
CHECK DATE:										
15765 MOBOTREX INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
291210		06/16/2026			3,872.00		06/16/2026	INV	APP	APS PE
CHECK DATE:										
19203 MOMAR INC										
PSI655541		06/16/2026			266.13		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
PSI655542		06/16/2026			219.41		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
PSI663533		06/16/2026			184.07		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					669.61					
1775 MOORE GLASS INC										
I260429		06/16/2026			775.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
17852 MORTON SALT INC										
5404260621	26000023	06/16/2026			9,737.28		06/16/2026	INV	APP	Rock S
CHECK DATE:										
5404260780	26000024	06/16/2026			3,089.38		06/16/2026	INV	APP	Rock S
CHECK DATE:										
					12,826.66					
8008 MOTION INDUSTRIES INC										
IL03-00848590		06/16/2026			869.64		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1793 MOTOROLA SOLUTIONS - STARCOM										
10405820260501	26000062	06/16/2026			28,469.00		06/16/2026	INV	APP	MOTORO
CHECK DATE:										
19225 MURPHY CONSTRUCTION SERVICES LLC										
26-14070		06/16/2026			4,800.00		06/16/2026	INV	APP	SEALCO
CHECK DATE:										
1336 NAPA GENUINE PARTS										
072427		06/16/2026			55.48		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
903932		06/16/2026			269.77		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
904018		06/16/2026			107.06		06/16/2026	INV	APP	TOOLS
CHECK DATE:										
904170		06/16/2026			332.21		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					764.52					
16182 NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION										
FY27-251DUES		06/16/2026			1,545.00		06/16/2026	INV	APP	FY 27
CHECK DATE:										
1858 NATIONAL POWER RODDING CORP										
56485	26000626	06/16/2026			43,272.90		06/16/2026	INV	APP	Sanita
CHECK DATE:										
17946 NEW ERA SPREADING INC										
957	26000055	06/16/2026			137,685.33		06/16/2026	INV	APP	2026 B
CHECK DATE:										
17993 ODP BUSINESS SOLUTIONS LLC										
467868021001		06/16/2026			49.78		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
467868370001		06/16/2026			21.99		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
469807982001		06/16/2026			31.01		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
					102.78					
1918 OESTREICH SERV CO, INC										
247093		06/16/2026			3.65		06/16/2026	INV	APP	ADDITI
CHECK DATE:										
19209 OFFSET CONSULTING LLC										
202481		06/16/2026			14,433.00		06/16/2026	INV	APP	IN-HOU
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
13189 OMEGA PLUMBING INC										
10113166		06/16/2026			390.00		06/16/2026	INV	APP	RPZ TE
CHECK DATE:										
10113167		06/16/2026			585.00		06/16/2026	INV	APP	RPZ TE
CHECK DATE:										
10113168		06/16/2026			195.00		06/16/2026	INV	APP	RPZ TE
CHECK DATE:										
10113241		06/16/2026			1,255.00		06/16/2026	INV	APP	BATHRO
CHECK DATE:										
10113333		06/16/2026			775.00		06/16/2026	INV	APP	EMERGE
CHECK DATE:										
					3,200.00					
15687 OREILLY AUTO PARTS										
6763-142992		06/16/2026			5.78		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
17294 OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.										
21737		06/16/2026			5,350.00		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
1943 OXBO MUFFLER AND BRAKES										
7723		06/16/2026			2,130.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
7746		06/16/2026			280.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					2,410.00					
13588 P&G KEENE ELECTRICAL REBUILDERS LLC										
244526		06/16/2026			877.12		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1950 PACE										
669048		06/16/2026			2,164.01		06/16/2026	INV	APP	ROUTE
CHECK DATE:										
13867 PARAMONT EO INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
S701632823.001		06/16/2026			424.59		06/16/2026	INV	APP	PARTS
CHECK DATE:										
S701632823.002		06/16/2026			9.07		06/16/2026	INV	APP	PARTS
CHECK DATE:										
S701632860.001		06/16/2026			2,464.85		06/16/2026	INV	APP	GFCI R
CHECK DATE:										
S701638750.001		06/16/2026			365.57		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					3,264.08					
19154 PARKER TECHNOLOGY LLC										
58766		06/16/2026			1,147.00		06/16/2026	INV	APP	HELPME
CHECK DATE:										
11251 PAUL CONWAY SHIELDS										
0553602		06/16/2026			234.00		06/16/2026	INV	APP	SPILFY
CHECK DATE:										
2985 PETROLEUM TECHNOLOGIES EQPMT INC										
187881		06/16/2026			1,715.90		06/16/2026	INV	APP	REPLAC
CHECK DATE:										
18582 PLANT MARVEL LABORATORIES										
73335		06/16/2026			159.00		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
2043 POEHNER, DILLMAN & MAHALIK										
70115212	26000503	06/16/2026			29,227.00		06/16/2026	INV	APP	2026 P
CHECK DATE:										
18128 POLYDYNE INC										
2032882	26000685	06/16/2026			3,382.50		06/16/2026	INV	APP	ESTP -
CHECK DATE:										
7740 POMP'S TIRE SERVICE INC										
411222941		06/16/2026			1,453.40		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
411225148		06/16/2026			2,488.80		06/16/2026	INV	APP	TIRE S
CHECK DATE:										
690156711		06/16/2026			2,693.48		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
690156749		06/16/2026			123.04		06/16/2026	INV	APP	TIRE A
CHECK DATE:										
					6,758.72					
1948 PT FERRO CONSTR CO										
48650	26000777	06/16/2026			3,797.92		06/16/2026	INV	APP	2025/2
CHECK DATE:										
PAYMENT NO 1	26000784	06/16/2026			411,740.16		06/16/2026	INV	APP	2025 R
CHECK DATE:										
					415,538.08					
2124 R & R SEPTIC & SEWER SERV INC										
26-1140		06/16/2026			1,110.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
26-1193		06/16/2026			985.00		06/16/2026	INV	APP	MAINTE
CHECK DATE:										
					2,095.00					
15528 RATHBUN CSERVENYAK & KOZOL										
99278		06/16/2026			3,104.53		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2157 RAY O'HERRON CO INC -DANVILLE										
2474767		06/16/2026			1,889.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
2480086	26000729	06/16/2026			2,305.00		06/16/2026	INV	APP	SOS TE
CHECK DATE:										
					4,194.00					
14078 RAY O'HERRON CO INC -DOWNERS GROVE										
2479817	26000397	06/16/2026			157.50		06/16/2026	INV	APP	SOS UN
CHECK DATE:										
2479819	26000511	06/16/2026			319.50		06/16/2026	INV	APP	SOS ME
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					477.00					
14221 MID-TOWN PETROLEUM ACQUISITION LLC										
X641627-IN		06/16/2026			3,161.14		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
2207 RENDELS INC										
127759		06/16/2026			170.75		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
55642		06/16/2026			77.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
56020		06/16/2026			51.50		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
56236		06/16/2026			51.50		06/16/2026	INV	APP	STATE
CHECK DATE:										
68339		06/16/2026			3,700.90		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
68415		06/16/2026			1,504.70		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					5,556.35					
19237 RIGHTEOUS HILLBILLIES LLC										
001		06/16/2026			900.00		06/16/2026	INV	APP	ENTERT
CHECK DATE:										
14093 RJN GROUP INC										
38100312	26000311	06/16/2026			2,995.28		06/16/2026	INV	APP	2025 S
CHECK DATE:										
39770213	26000310	06/16/2026			16,491.26		06/16/2026	INV	APP	PSA fo
CHECK DATE:										
39770214	26000310	06/16/2026			7,197.63		06/16/2026	INV	APP	PSA fo
CHECK DATE:										
39770302	26000619	06/16/2026			31,451.87		06/16/2026	INV	APP	PSA fo
CHECK DATE:										
41550115	26000309	06/16/2026			5,971.54		06/16/2026	INV	APP	2025 S
CHECK DATE:										
41550210	26000312	06/16/2026			14,156.24		06/16/2026	INV	APP	PSA fo
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
41550301	26000719	06/16/2026			4,879.08		06/16/2026	INV	APP	2026 S
CHECK DATE:										
415522	26000308	06/16/2026			13,929.20		06/16/2026	INV	APP	2025 S
CHECK DATE:										
					97,072.10					
2245 ROD BAKER FORD SALES INC										
11367	26000382	06/16/2026			48,048.00		06/16/2026	INV	APP	AUTOMO
CHECK DATE:										
11368	26000382	06/16/2026			48,048.00		06/16/2026	INV	APP	AUTOMO
CHECK DATE:										
11369	26000382	06/16/2026			48,048.00		06/16/2026	INV	APP	AUTOMO
CHECK DATE:										
11370	26000382	06/16/2026			48,048.00		06/16/2026	INV	APP	AUTOMO
CHECK DATE:										
79204		06/16/2026			207.88		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
79221		06/16/2026			28.01		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
79252		06/16/2026			250.81		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
79295		06/16/2026			62.92		06/16/2026	INV	APP	SERVIC
CHECK DATE:										
79371		06/16/2026			8.05		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
FOCS145497		06/16/2026			793.76		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					193,543.43					
19240 ROGER J. WOODWORTH										
1001		06/16/2026			400.00		06/16/2026	INV	APP	ENTERT
CHECK DATE:										
2261 RON TIRAPELLI FORD, INC.										
200861		06/16/2026			1,520.32		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
201283		06/16/2026			480.17		06/16/2026	INV	APP	VEHICL

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
674602		06/16/2026			828.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
674898-01		06/16/2026			141.68		06/16/2026	INV	APP	AUTO P
CHECK DATE:										
675048-01		06/16/2026			18.92		06/16/2026	INV	APP	AUTO P
CHECK DATE:										
675098		06/16/2026			128.72		06/16/2026	INV	APP	AUTO P
CHECK DATE:										
675415		06/16/2026			52.59		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
675416		06/16/2026			17.53		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
675429		06/16/2026			623.28		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					3,811.21					
14090 RUSH TRUCK CENTERS OF ILLINOIS INC										
3046119873		06/16/2026			182.75		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
3046149408		06/16/2026			4.39		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
3046168701		06/16/2026			4.39		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
3046173275		06/16/2026			268.22		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
3046204415		06/16/2026			-4.39		06/16/2026	CRM	APP	CREDIT
CHECK DATE:										
3046204417		06/16/2026			42.63		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
3046204482		06/16/2026			282.41		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
3046216258		06/16/2026			365.50		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					1,145.90					
19241 RYAN SCHLANGEN										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
20260624-01		06/16/2026			200.00		06/16/2026	INV	APP	DJ SER
CHECK DATE:										
19199 S&K CUSTOM UPHOLSTERY										
2220		06/16/2026			286.90		06/16/2026	INV	APP	UPHOLS
CHECK DATE:										
5435 SAM'S CLUB DIRECT										
003063		06/16/2026			310.40		06/16/2026	INV	APP	JANITO
CHECK DATE:										
004199		06/16/2026			365.40		06/16/2026	INV	APP	STATIO
CHECK DATE:										
					675.80					
19180 SANTANA, GIOVANNI										
2026-04		06/16/2026			3,180.00		06/16/2026	INV	APP	SERVIC
CHECK DATE:										
19057 SBC WASTE SOLUTIONS INC										
908330		06/16/2026			402.50		06/16/2026	INV	APP	DUMPST
CHECK DATE:										
18677 SUBURBAN ELEVATOR CO										
4607472715		06/16/2026			247.03		06/16/2026	INV	APP	ELEVAT
CHECK DATE:										
18844 SEAL-RITE ASPHALT MAINTENANCE										
5075		06/16/2026			7,300.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
17602 SEASON AND TIME										
0000341		06/16/2026			200.00		06/16/2026	INV	APP	GRASS
CHECK DATE:										
0000342		06/16/2026			175.00		06/16/2026	INV	APP	GRASS
CHECK DATE:										
					375.00					
14076 SHAW SUBURBAN MEDIA GROUP										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
052610225869		06/16/2026			1,125.00		06/16/2026	INV	APP	WEBIST
CHECK DATE:										
2313029		06/16/2026			102.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2313031		06/16/2026			109.46		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2313032		06/16/2026			105.98		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2313033		06/16/2026			109.46		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2313034		06/16/2026			105.98		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2313035		06/16/2026			102.50		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2322388		06/16/2026			203.42		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2322420		06/16/2026			469.64		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2327965		06/16/2026			192.98		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2327971		06/16/2026			137.30		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
2328274		06/16/2026			123.38		06/16/2026	INV	APP	LEGAL
CHECK DATE:										
					2,887.60					
16931 SHEFFIELD SUPPLY & EQUIPMENT										
25093		06/16/2026			326.25		06/16/2026	INV	APP	HELMET
CHECK DATE:										
27021		06/16/2026			218.00		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
27545		06/16/2026			210.00		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
28126		06/16/2026			438.00		06/16/2026	INV	APP	SAFETY
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,192.25					
2389 SHERWIN-WILLIAMS										
58957180100426		06/16/2026			3,439.96		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
2392 SHOREWOOD HOME & AUTO										
01-515748	26000035	06/16/2026			87.98		06/16/2026	INV	APP	HAND T
CHECK DATE:										
01-517867		06/16/2026			199.99		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					287.97					
19166 SONJA ROSEN LLC										
3478		06/16/2026			15,000.00		06/16/2026	INV	APP	EXPERT
CHECK DATE:										
15379 SPECIALTY ELECTRIC SUPPLY CO										
77180		06/16/2026			390.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
77234		06/16/2026			25.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
					415.00					
14006 SPRING GROVE NURSERY INC										
184181		06/16/2026			7,840.00		06/16/2026	INV	APP	SPRING
CHECK DATE:										
184229		06/16/2026			7,540.00		06/16/2026	INV	APP	SPRING
CHECK DATE:										
					15,380.00					
19234 STAALSEN CONSTRUCTION COMPANY INC										
2764	26000783	06/16/2026			329,091.32		06/16/2026	INV	APP	Ottawa
CHECK DATE:										
5938 STANARD & ASSOCIATES INC										
SA000064732		06/16/2026			10,644.00		06/16/2026	INV	APP	CANDID
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2472 STANDARD EQUIPMENT CO INC										
P10431		06/16/2026			59.76		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
P10617		06/16/2026			684.48		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
P10876		06/16/2026			3,260.26		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
P10942		06/16/2026			151.24		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
P10943		06/16/2026			74.48		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
P10944		06/16/2026			85.17		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					4,315.39					
2474 STANDARD TRUCK PARTS INC										
1033963		06/16/2026			327.03		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1033971		06/16/2026			611.51		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1033984		06/16/2026			186.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1034086		06/16/2026			510.44		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1034112		06/16/2026			466.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1034124		06/16/2026			458.94		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1034153		06/16/2026			172.28		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1034158		06/16/2026			206.51		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1034189		06/16/2026			100.82		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
1034197		06/16/2026			390.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					3,429.53					
18935 STAPLES CONTRACT & COMMERCIAL LLC										
6058185090		06/16/2026			47.13		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
6064108405	26000764	06/16/2026			1,459.60		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
					1,506.73					
18181 STARS & STRIPES INC										
69273		06/16/2026			528.00		06/16/2026	INV	APP	CLOTHI
CHECK DATE:										
69404		06/16/2026			1,332.00		06/16/2026	INV	APP	CLOTHI
CHECK DATE:										
					1,860.00					
2491 STATE TREASURER OF ILLINOIS										
127503	26000753	06/16/2026			23,181.00		06/16/2026	INV	APP	PH III
CHECK DATE:										
11894 STERICYCLE INC										
8014294617		06/16/2026			984.97		06/16/2026	INV	APP	BIO-HA
CHECK DATE:										
2509 STEVE SPIESS CONSTRUCTION INC										
5510	26000730	06/16/2026			277,317.90		06/16/2026	INV	APP	Contra
CHECK DATE:										
12400 STIP BROS EXCAVATING INC										
49030	26000358	06/16/2026			116,627.69		06/16/2026	INV	APP	Lead S
CHECK DATE:										
2523 STRAND ASSOC INC										
0238484	26000347	06/16/2026			257,431.81		06/16/2026	INV	APP	PSA WW
CHECK DATE:										
0238812	26000036	06/16/2026			15,304.75		06/16/2026	INV	APP	ESTP -
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					272,736.56					
11947 STRYKER EMS EQUIPMENT-										
9212340805		06/16/2026			292.88		06/16/2026	INV	APP	AMBULA
CHECK DATE:										
9212347563		06/16/2026			1,115.00		06/16/2026	INV	APP	AMBULA
CHECK DATE:										
					1,407.88					
4027 SUBURBAN LABORATORIES, INC										
GA6002265		06/16/2026			152.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
GA6002624	26000001	06/16/2026			3,702.00		06/16/2026	INV	APP	2026 N
CHECK DATE:										
GA6002625	26000004	06/16/2026			1,119.00		06/16/2026	INV	APP	2026 I
CHECK DATE:										
GA6002768		06/16/2026			330.00		06/16/2026	INV	APP	PROFES
CHECK DATE:										
GA6002769	26000003	06/16/2026			320.00		06/16/2026	INV	APP	2026 -
CHECK DATE:										
GA6002770	26000005	06/16/2026			2,480.00		06/16/2026	INV	APP	2026 D
CHECK DATE:										
					8,103.00					
18732 SUPERMERCADO EL GUERO DE JOLIET INC										
Q1 2026		06/16/2026			13,358.40		06/16/2026	INV	APP	SHARED
CHECK DATE:										
19228 SWANK MOTION PICTURES, INC										
RG 2789948		06/16/2026			1,790.00		06/16/2026	INV	APP	MOVIES
CHECK DATE:										
17345 T-MOBILE USA INC										
L2605200024		06/16/2026			50.00		06/16/2026	INV	APP	INVEST
CHECK DATE:										
L2605230037		06/16/2026			50.00		06/16/2026	INV	APP	INVEST
CHECK DATE:										
L2605260338		06/16/2026			50.00		06/16/2026	INV	APP	INVEST

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
					150.00					
15578 TEKLAB INC										
346360	26000008	06/16/2026			170.75		06/16/2026	INV	APP	2026 B
CHECK DATE:										
346370	26000008	06/16/2026			170.75		06/16/2026	INV	APP	2026 B
CHECK DATE:										
346376	26000008	06/16/2026			170.75		06/16/2026	INV	APP	2026 B
CHECK DATE:										
					512.25					
17540 TELEFLEX LLC										
9511573558		06/16/2026			2,660.00		06/16/2026	INV	APP	AMBULA
CHECK DATE:										
18783 TELUS COMMUNICATIONS INC										
3048	26000014	06/16/2026			1,426.99		06/16/2026	INV	APP	GPS/AV
CHECK DATE:										
2577 TERMINAL SUPPLY CO										
16470-00		06/16/2026			463.44		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
15112 THE CEDAR MILL INC										
994		06/16/2026			5,240.00		06/16/2026	INV	APP	FENCE
CHECK DATE:										
19188 THE FA BARTLETT TREE EXPERT COMPANY										
43584952		06/16/2026			915.00		06/16/2026	INV	APP	TREE R
CHECK DATE:										
43585113		06/16/2026			875.00		06/16/2026	INV	APP	TREE R
CHECK DATE:										
					1,790.00					
18281 TONY'S FINER FOODS										
Q1 2026		06/16/2026			25,577.90		06/16/2026	INV	APP	SHARED
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18546 TORRES, UXMAR										
6/5/2026		06/16/2026			750.00		06/16/2026	INV	APP	COMISS
CHECK DATE:										
19134 TOTAL MECHANICAL SOLUTIONS										
3307		06/16/2026			2,195.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
3308		06/16/2026			7,037.85		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
3343		06/16/2026			4,730.41		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
					13,963.26					
2666 TRAFFIC CONTROL CORP										
163354		06/16/2026			460.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
163462	26000217	06/16/2026			268,740.00		06/16/2026	INV	APP	2026 T
CHECK DATE:										
163519	26000217	06/16/2026			950.00		06/16/2026	INV	APP	2026 T
CHECK DATE:										
163621	26000165	06/16/2026			45,493.00		06/16/2026	INV	APP	2026 T
CHECK DATE:										
					315,643.00					
9199 TRI-K SUPPLIES INC										
128870		06/16/2026			126.80		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
128913		06/16/2026			697.40		06/16/2026	INV	APP	JANITO
CHECK DATE:										
128975		06/16/2026			490.60		06/16/2026	INV	APP	JANITO
CHECK DATE:										
128985	26000039	06/16/2026			493.80		06/16/2026	INV	APP	JANITO
CHECK DATE:										
					1,808.60					
9584 TROY FIRE PROTECTION DISTRICT										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
05/14/2026-01		06/16/2026			9,640.00		06/16/2026	INV	APP	TRAINI
CHECK DATE:										
05/14/2026-02		06/16/2026			850.00		06/16/2026	INV	APP	TRAINI
CHECK DATE:										
05/14/2026-03		06/16/2026			4,980.00		06/16/2026	INV	APP	TRAINI
CHECK DATE:										
					15,470.00					
14082 TYLER TECHNOLOGIES INC										
045-564347	26000634	06/16/2026			47,700.00		06/16/2026	INV	APP	TIME C
CHECK DATE:										
045-564347A		06/16/2026			4,770.00		06/16/2026	INV	APP	PROXIM
CHECK DATE:										
					52,470.00					
12259 ULINE INC										
208492134		06/16/2026			6,534.96		06/16/2026	INV	APP	OFFICE
CHECK DATE:										
208500489		06/16/2026			902.80		06/16/2026	INV	APP	CLASS
CHECK DATE:										
208627523		06/16/2026			728.97		06/16/2026	INV	APP	JANITO
CHECK DATE:										
					8,166.73					
2718 UNDERGROUND PIPE & VALVE										
079931		06/16/2026			445.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080092		06/16/2026			2,421.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
080132		06/16/2026			404.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
080144		06/16/2026			1,749.00		06/16/2026	INV	APP	PARTS
CHECK DATE:										
080161		06/16/2026			2,485.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080169		06/16/2026			6,120.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080195		06/16/2026			960.00		06/16/2026	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
080208		06/16/2026			3,843.24		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080225		06/16/2026			85.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080265		06/16/2026			240.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080286		06/16/2026			125.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080334		06/16/2026			1,210.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080479		06/16/2026			159.60		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
080538		06/16/2026			855.00		06/16/2026	INV	APP	EQUIPM
CHECK DATE:										
					21,101.84					
2727 UNITED LAB INC										
INV459846		06/16/2026			1,350.79		06/16/2026	INV	APP	CHEMIC
CHECK DATE:										
INV460255		06/16/2026			2,327.39		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
INV460256		06/16/2026			1,985.17		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
INV460764		06/16/2026			1,969.24		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
					7,632.59					
13844 UNIVAR SOLUTIONS USA LLC										
53870879	26000049	06/16/2026			2,262.22		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53883478	26000049	06/16/2026			730.05		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53883479	26000049	06/16/2026			644.03		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53883480	26000049	06/16/2026			402.23		06/16/2026	INV	APP	2026 D
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
53883482	26000049	06/16/2026			458.03		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53887002	26000049	06/16/2026			527.78		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53887003	26000049	06/16/2026			1,057.88		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53887004	26000049	06/16/2026			2,987.63		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53899137	26000049	06/16/2026			602.18		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53899139	26000049	06/16/2026			527.78		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53899140	26000049	06/16/2026			571.95		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53899141	26000049	06/16/2026			848.63		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53902714	26000049	06/16/2026			1,162.50		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53902715	26000049	06/16/2026			344.10		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53913624	26000049	06/16/2026			651.00		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53913625	26000049	06/16/2026			848.63		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53913626	26000049	06/16/2026			444.08		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53913627	26000049	06/16/2026			530.10		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53917700	26000049	06/16/2026			511.50		06/16/2026	INV	APP	2026 D
CHECK DATE:										
53917701	26000049	06/16/2026			1,453.13		06/16/2026	INV	APP	2026 D
CHECK DATE:										
					17,565.43					
15739 UNIVERSITY OF ILLINOIS FIRE SERVICE INSTITUTE										
UFIWD838		06/16/2026			2,475.00		06/16/2026	INV	APP	FIREGR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18654 URBAN 3 LLC										
AC000603	26000223	06/16/2026			3,744.80		06/16/2026	INV	APP	Profes
CHECK DATE:										
18772 US SIGN & ELECTRIC LLC										
1707		06/16/2026			9,729.80		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
1716		06/16/2026			5,350.00		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
					15,079.80					
18272 HD SUPPLY INC										
INV01040096		06/16/2026			1,196.04		06/16/2026	INV	APP	SUPPLI
CHECK DATE:										
18454 USALCO LLC										
910229656	26000057	06/16/2026			4,997.45		06/16/2026	INV	APP	2026 A
CHECK DATE:										
910230027	26000057	06/16/2026			4,924.73		06/16/2026	INV	APP	2026 A
CHECK DATE:										
910230696	26000057	06/16/2026			5,009.49		06/16/2026	INV	APP	2026 A
CHECK DATE:										
910231569	26000057	06/16/2026			5,012.44		06/16/2026	INV	APP	2026 A
CHECK DATE:										
910231570	26000057	06/16/2026			5,059.58		06/16/2026	INV	APP	2026 A
CHECK DATE:										
					25,003.69					
17425 UTILITY LOCATING LLC										
6685		06/16/2026			3,440.92		06/16/2026	INV	APP	TRAINI
CHECK DATE:										
15069 V3 COMPANIES										
11025621	26000759	06/16/2026			1,679.81		06/16/2026	INV	APP	Theodo
CHECK DATE:										
18756 VERATHON INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
81369459		06/16/2026			550.00		06/16/2026	INV	APP	AMBULA
CHECK DATE:										
18225 VERIZON COMMUNICATIONS INC										
378000086009		06/16/2026			3,563.55		06/16/2026	INV	APP	FLEET
CHECK DATE:										
18558 VERSATERM PUBLIC SAFETY US INC										
INV41-04293	26000552	06/16/2026			16,125.00		06/16/2026	INV	APP	VERSAT
CHECK DATE:										
16754 VIDEOTEC CORP										
119450		06/16/2026			254.00		06/16/2026	INV	APP	GENETE
CHECK DATE:										
119478	26000761	06/16/2026			83,872.00		06/16/2026	INV	APP	GENETE
CHECK DATE:										
119481		06/16/2026			7,371.00		06/16/2026	INV	APP	21 INS
CHECK DATE:										
119482		06/16/2026			3,109.00		06/16/2026	INV	APP	9 INST
CHECK DATE:										
					94,606.00					
15908 VONAGE BUSINESS INC										
2393101	26000009	06/16/2026			12,147.10		06/16/2026	INV	APP	VONAGE
CHECK DATE:										
2797 W S DARLEY & CO INC										
17585770	26000507	06/16/2026			19,217.66		06/16/2026	INV	APP	Fire H
CHECK DATE:										
4557 WATER ENVIRONMENT FEDERATION										
01778643		06/16/2026			193.00		06/16/2026	INV	APP	MEMBER
CHECK DATE:										
19137 WENTWORTH TIRE SERVICE										
90036191		06/16/2026			1,917.50		06/16/2026	INV	APP	AUTO S
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
90036466		06/16/2026			590.52		06/16/2026	INV	APP	TIRE S
CHECK DATE:										
90036488		06/16/2026			3,690.64		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
					6,198.66					
2853 WEST SIDE TRACTOR SALES CO										
J31458		06/16/2026			453.00		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
18206 WHITMORE INVESTMENTS										
824325		06/16/2026			7.99		06/16/2026	INV	APP	ANT BA
CHECK DATE:										
5894 WHOLESALE DIRECT INC										
000278704		06/16/2026			1,509.33		06/16/2026	INV	APP	VEHICL
CHECK DATE:										
13802 WILL COUNTY										
MARCH-26		06/16/2026			30,426.09		06/16/2026	INV	APP	TITLE
CHECK DATE:										
4990 WILL COUNTY CENTER FOR COMMUNITY CONCERNS										
#8		06/16/2026			5,981.57		06/16/2026	INV	APP	PY 25
CHECK DATE:										
2892 WILL COUNTY RECORDER										
40908555		06/16/2026			284.00		06/16/2026	INV	APP	RESOLU
CHECK DATE:										
40909271		06/16/2026			74.00		06/16/2026	INV	APP	RECORD
CHECK DATE:										
40910402		06/16/2026			71.00		06/16/2026	INV	APP	LIEN R
CHECK DATE:										
40910940		06/16/2026			170.00		06/16/2026	INV	APP	LIEN R
CHECK DATE:										
40911659		06/16/2026			710.00		06/16/2026	INV	APP	RESOLU
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
40911774		06/16/2026			71.00		06/16/2026	INV	APP	LIEN R
CHECK DATE:										
					1,380.00					
2896 WILL COUNTY TREASURER										
PAYMENT 9		06/16/2026			500,000.00		06/16/2026	INV	APP	AGREEM
CHECK DATE:										
2978 WORK ZONE SAFETY INC										
70322		06/16/2026			1,050.24		06/16/2026	INV	APP	REPAIR
CHECK DATE:										
2938 WUNDERLICH DOORS										
704439		06/16/2026			4,174.79		06/16/2026	INV	APP	DOOR R
CHECK DATE:										
10750 WUNDERLICH-MALEC ENVIRONMENTAL										
29477	26000018	06/16/2026			4,386.30		06/16/2026	INV	APP	PSA fo
CHECK DATE:										
		770 INVOICES			7,966,626.48					

** END OF REPORT - Generated by Robin Gatson **

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/02/2026

Final Action:

Title:

Attachments: 06.16.26 Invoices

Entered by: rgatson@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 306-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Change Order No. 1 for the Advanced Traffic Management System Phase B Project - MFT Section No. 21-00546-03-TL to H & H Electric Co. in the Amount of $11,226.75 and Payment Request No. 2 and Final in the Amount of $250,569.11

BACKGROUND:
On Tuesday, June 3, 2025, the Mayor and City Council awarded the Advanced Traffic Management System (ATMS) Phase B Project, in the amount of $648,969.63, to H & H Electric Co.

The Public Service Committee will review this matter.

CONCLUSION:
This project has been completed, inspected, and accepted by the Department of Public Works. Change Order No. 1, a net addition in the amount of $11,226.75, is the result of balancing the final quantities. Funds will be charged to the Motor Fuel Tax Fund / Infrastructure (Org 20090270, Object 557200, $11,226.75).

Also, please process Payment Request No. 2 and Final, in the amount of $250,569.11, on behalf of H & H Electric Co.

RECOMMENDATION:
Based on the above, the Public Works Department recommends that the City Council take the following actions:

1. Approve Change Order No. 1, a net addition in the amount of $11,226.75.
2. Approve Payment Request No. 2 and Final, in the amount of $250,569.11, on behalf of H & H Electric Co.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 306-26

File ID: 306-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Approval of Change Order No. 1 for the Advanced Traffic Management System Phase B Project - MFT Section No. 21-00546-03-TL to H & H Electric Co. in the Amount of $11,226.75 and Payment Request No. 2 and Final in the Amount of $250,569.11

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 307-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Change Order No. 2 for the 2024 Electrical Maintenance Assistance Contract to Meade Electric Company in the Amount of $35,229.94 and Payment Request No. 7 in the Amount of $35,229.94

BACKGROUND:
On September 3, 2024, the Mayor and City Council awarded a Price Agreement for the 2024 Electrical Maintenance Assistance Contract, in the amount of $100,000.00, to Meade Electric Co.

The Public Service Committee will review this matter.

CONCLUSION:
Change Order No. 2, a net addition in the amount of $35,229.94, is the result of the following items:

- Installing video detection equipment at five signalized intersections where the old detector loops were impacted by watermain projects.
- Installing a new traffic signal cabinet at the intersection of Jefferson Street and Stryker Avenue. This work is related to damage resulting from a ComEd primary cable contacting the traffic signal equipment, resulting in damage to the traffic signal cabinet. The City will be submitting a claim to ComEd for reimbursement for the cost of this work.
- Repair of a damaged streetlight cable on Black Road between Apollo Drive and Prestige Street.

Sufficient funds exist for Change Order No. 2 utilizing the PW General Fund Electrical - Supplies / Equipment Parts (Org 09028000, Object 536104, $35,229.94).

Also, please process Payment Request No. 7, in the amount of $35,229.94, on behalf of Meade Electric Company.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council take the following actions:

1. Approve Change Order No. 2, a net addition in the amount of $35,229.94, to the 2024 Electrical Maintenance Assistance Contract.

2. Approve Payment Request No. 7, in the amount of $35,229.94, on behalf of Meade Electric Company.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 307-26

File ID: 307-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Approval of Change Order No. 2 for the 2024 Electrical Maintenance Assistance Contract to Meade Electric Company in the Amount of $35,229.94 and Payment Request No. 7 in the Amount of $35,229.94

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

Memo

File #: 308-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an Amount not to exceed $70,500.00

BACKGROUND:
In 2022, the City signed a letter of intent with IDOT to accept $400,000.00 in funding for the development of a Community Plan specifically targeting the areas affected by the reconstruction of the Interstate 80 Bridge over the Des Plaines River. IDOT has also committed $3.5 million towards the implementation of recommended improvements identified in the forthcoming Community Plan. The plan explores concepts that build upon ideas expressed by community partners during the 2020-2022 engagement process, including:

- Identifying community vision, needs and priorities
- A new walking and biking trail along the Des Plaines River between Varnado Park and new open areas created by the demolition of the existing I-80 bridge
- Enhanced lighting for safety and aesthetics
- A historic plaque for Reverend Varnado Park
- Traffic calming measures along Water Street

On November 19, 2024, the City awarded a professional services agreement to CDM Smith to execute the I-80 Des Plaines River Bridge Community Plan project. The project is over half-way complete, and the project team has led two (2) community meetings and four (4) steering committee meetings during which details of the above noted concepts were further refined.

The proposed alignment of the multi-use path requires the acquisition of easements from or the purchase of eight (8) parcels as well as continued coordination with the Joliet Park District and the Illinois Department of Transportation. All of the parcels under consideration for acquisition are currently vacant.

The Public Service Committee will review this matter.

CONCLUSION:
Santacruz Land Acquisitions has provided a proposal to assist the City with acquiring the easements required for a shared use path along McDonough Street and then through the west side of the South End neighborhood (Exhibit B). The Land Acquisition Services Agreement for the project, for an amount not to exceed $70,500.00, represents the cost of completing appraisals, owner negotiations,

and clearing title for the eight (8) parcels needed for the South End Shared Use Path Project.

Section 2-438 of the City of Joliet Code of Ordinance states that purchases over $25,000.00 may be awarded without written specifications under certain circumstances. Two (2) of these circumstances apply:

(f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;

(g) Purchases of professional services.

Funds will be charged to the following: Org 22020240, Object 523300, Project Code CMP26, $70,500.00. The City will be reimbursed in full from the State for these services through the $3.5 million grant.

RECOMMENDATION:
Based on the above, the Administration recommends that the Mayor and City Council approve the Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an amount not to exceed $70,500.00.

Santacruz Land Acquisitions

222 Northfield Road · Suite 201· Northfield, IL 60093
Telephone: 847.251.5800 | Facsimile: 847.868.9620
www.santacruz-associates.com

Providing Right-of-Way Acquisition services since 1992

PROPOSAL FOR LAND ACQUISITION SERVICES

I- 80 Des Plaines River Multi-use Path (State funded)
City of Joliet

Santacruz Land Acquisitions specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the City of Joliet, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting.
- Manage the acquisition risks, including the cost of condemnation litigation.
- Compliance with land acquisition policies and procedures and FWHA policies that affect the certification and funding of your project.

Santacruz Land Acquisitions ("Santacruz") will work with the staff for the LPA to develop a land acquisition plan for the construction of the I-80 Des Plaines River Road Multi-use path (the "Project") to assure that the goals are met.

Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.

COMPENSATION

Santacruz shall be entitled to compensation, based on **five** (**5**) projected parcels of right-of-way, on a per parcel basis, as follows:

APPRAISALS:	**$25,000.00**
REVIEW APPRAISALS:	**$12,500.00**
NEGOTIATIONS:	**$24,500.00**

In fulfillment of its project management responsibilities, Santacruz will attend and/or participate in meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

DIRECT EXPENSES RELATED TO LAND ACQUISITION

LPA shall be responsible for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the title commitments and any later dates needed, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) escrow fees and the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees ("Direct Billable Expenses"). If requested by LPA, Santacruz shall pay all Direct Billable Expenses

and invoice LPA or Consultant for said Direct Billable Expenses. Santacruz shall be entitled to additional compensation in the amount of said Direct Billable Expenses pursuant to a separate work order issued by LPA or Consultant.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **$63,000.00** as follows:

Land Acquisition Services	**$62,000.00**
Project Management Services	**$1,000.00**

OPTIONAL COVERAGE OF DIRECT EXPENSES

In the alternative, Santacruz shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of title commitments and later dates, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) escrow fees and the cost of recording any necessary documents to complete the conveyance and obtain clear title, and (v) land trustee processing fees. Santacruz shall include **$1,500.00** per parcel towards the payment of these charges. Santacruz shall pay any such fees and charges in excess of the **$1,500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, with the Optional Coverage of Direct Expenses, the land acquisition negotiation services provided herein are offered at a cost not to exceed **$70,500.00** as follows:

Land Acquisition Services	**$62,000.00**
Project Management Services	**$1,000.00**
Estimated Direct Billable Expenses	**$7,500.00**

The pricing on this proposal shall be good for twelve months from the date of this proposal: March 19, 2026.

See attached for Scope of Services and Team resumes.

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at javier@santacruz-associates.com.

Sincerely,

Javier Steve Santacruz

Accepted this ____ day of _____, 2026
City of Joliet

_____

By: _____
Its: _____

Santacruz Land Acquisitions

PARCELS INCLUDED

Parcel No	PIN	Owner
0001	30-07-16-408-004-0000	All Nations C O G I C
0002	30-07-16-409-005-0000	All Nations C O G I C
0003	30-07-16-404-007-0000	Perez, Jose Armando
0004	30-07-16-420-002-0000	Winfrey, Christine
0005	30-07-16-419-003-0000; 30-07-16-419-004-0000; 30-07-16-419-005-0000; 30-07-16-419-006-0000	Fuller, Marion

PRICING SCHEDULE

Appraisal Services (per parcel)

Appraisals	$5,000.00
Revision to appraisal due to change in ROW or plans[1]	$2,500.00 - $5,000.00

Review Appraisal Services (per parcel)

Review Appraisals	$2,500.00
Revision to review appraisal due to change in ROW or plans[1]	$1,250.00 - $2,500.00

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	$4,900.00
Additional negotiations due to change in ownership or plans[1]	$2,450.00 - $4,900.00

Witness Services (if applicable)

Rate for each ½ day in pretrial conference or in court for Negotiator[1]	$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser[1]	$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs	
+ Administrative fee	$25.00
Title insurance policies – In addition to actual recording costs	
+ Administrative fee	$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	$25.00
Copies of recorded documents – In addition to actual copying costs & research fees	
+ Administrative fee	$25.00

[1] Requires supplemental work order.

Santacruz Land Acquisitions

LAND ACQUISITION SCOPE OF SERVICES

Santacruz Land Acquisitions ("Santacruz") shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals and review appraisals
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act"), and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

- **Notice to Proceed**. Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting**. Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information**. LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Introductory Notice to Owners**. The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.
- **Appraisal**. The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Review Appraisal**. All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property have been considered in the appraisal. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition**. Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
    - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA's letterhead.
    - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
    - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
    - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
    - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.

- If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.
- Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).

- **Project Management**. Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

  The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support**. Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

  In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

THE TEAM

Javier Steve Santacruz – President and Project Manager

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

Jonathan Abplanalp – Vice President and Negotiator

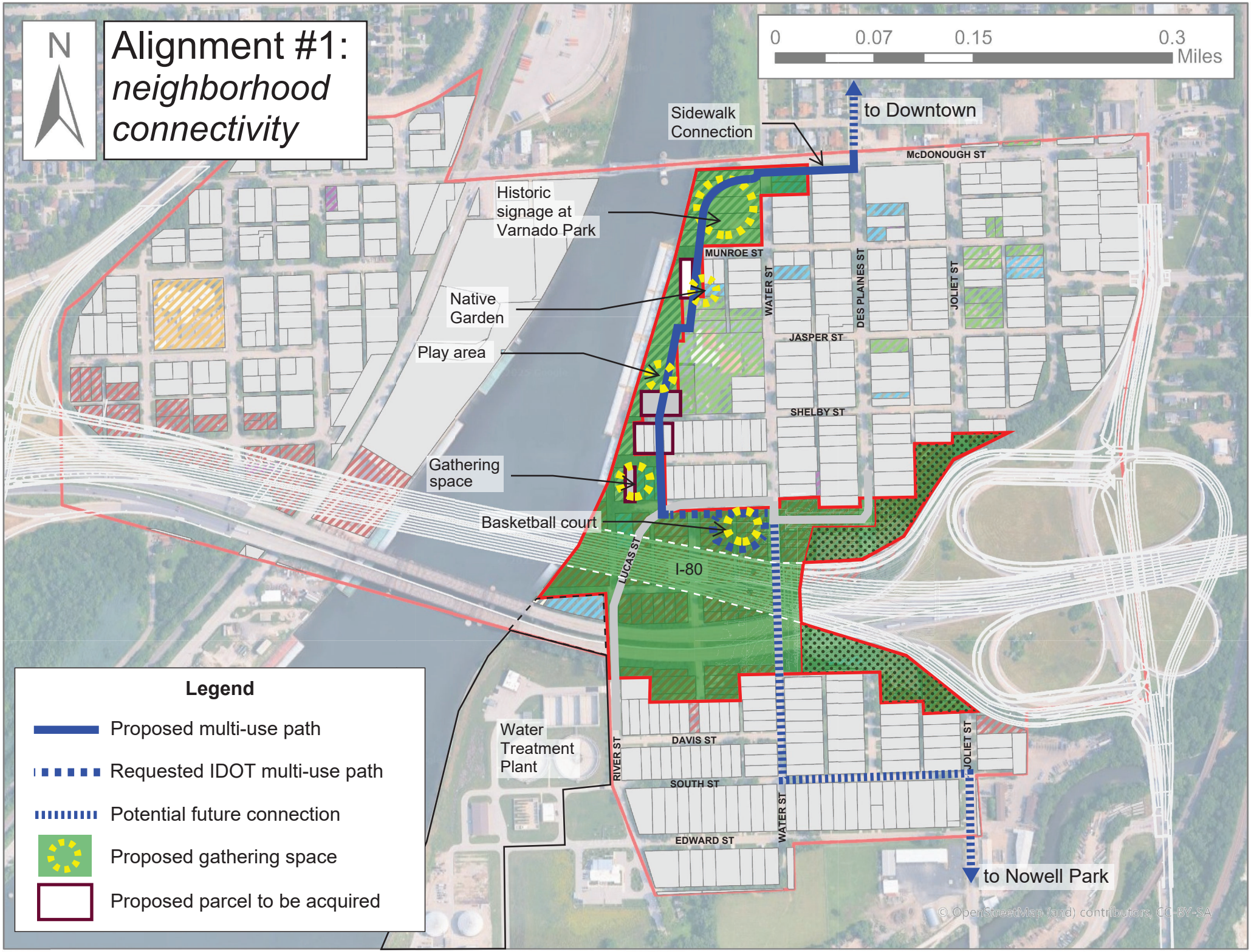
Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

Dylan Santacruz – Vice President and Negotiator

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

Agafya Gerovoy – Real Estate Paralegal

Agafya has been with Santacruz since 2017 and is realtor with extensive experience in real estate and right-of-way transactions.


N
Alignment #1:
neighborhood
connectivity
0
0.07
0.15
0.3
Miles
Sidewalk
Connection
to Downtown
McDONOUGH ST
Historic
signage at
Varnado Park
MUNROE ST
WATER ST
DES PLAINES ST
JOLIET ST
Native
Garden
JASPER ST
Play area
SHELBY ST
Gathering
space
Basketball court
LUCAS ST
I-80
Water
Treatment
Plant
RIVER ST
DAVIS ST
SOUTH ST
EDWARD ST
WATER ST
JOLIET ST
to Nowell Park
Legend
Proposed multi-use path
Requested IDOT multi-use path
Potential future connection
Proposed gathering space
Proposed parcel to be acquired
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TO DOWNTOWN
Historic Signage
(Varnado Park)
Native Garden
Play Area
Gathering
Area
Basketball Court
Future Phase
TO NOWELL PARK
Munroe St
W Jasper St
Des Plaines St
Shelby St
Water St
Lucas St
Davis St
South St
80

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 308-26

File ID: 308-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/03/2026

Final Action:

Title: Award of Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an Amount not to exceed $70,500.00

Attachments: Proposal (State funded).pdf,
I80DPRB_20260609_Path Alignment 1_cv01.pdf,
I80DPRB_20260609_Alt1SimplifiedExhibit_cv01.pdf

Entered by: jbernhard@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Greg Ruddy	Approve	6/8/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 309-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approve Payment of the 2026 Wastewater Discharge Permit Fees to the Illinois Environmental Protection Agency in the Amount of $152,500.00

BACKGROUND:
Illinois law requires National Pollution Discharge Elimination System (NPDES) permit holders to pay an annual fee for the privilege of operating under the permit. The fee was first imposed in 2003 and has been payable on an annual basis since then.

At the present time, the City of Joliet has three (3) NPDES permits that are required for the discharge of wastewater and are subject to these fees.

The Public Service Committee will review this matter.

CONCLUSION:
The fee for the NPDES permit for the Westside Wastewater Treatment Plant is $50,000.00. The fee for the NPDES permit for the Eastside Wastewater Treatment Plant is $72,500.00. This fee includes a fee of $50,000.00 for the Eastside Wastewater Treatment Plant, a fee of $20,000.00 for the Combined Sewer Overflow and a $2,500.00 Sludge Generators fee. The $2,500.00 fee for the sludge disposal program covers the disposal of sludge material from all three (3) plants. The fee for the Aux Sable Creek Basin Wastewater Treatment Plant is $30,000.00. The total sum for all NPDES permit fees is $152,500.00.

Funds will be charged to the Water & Sewer Operating Fund / Memberships and Dues / ESTP (Org 50080802, Object 518001, $72,500.00); WSTP (Org 50080803, Object 518001, $50,000.00), and Aux Sable (Org 50080804, Object 518001, $30,000.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve payment of the 2026 Wastewater Discharge Permit Fees, in the amount of $152,500.00, on behalf of the Illinois Environmental Protection Agency.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 309-26

File ID: 309-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/03/2026

Final Action:

Title: Approve Payment of the 2026 Wastewater Discharge Permit Fees to the Illinois Environmental Protection Agency in the Amount of $152,500.00

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Allison Swisher	Approve	6/5/2026
1	2	6/4/2026	Kevin Sing	Approve	6/6/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 310-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Amendment No. 2 to the Professional Services Agreement for the 2027 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of $181,200.00

BACKGROUND:
On December 16, 2025, the Mayor and City Council approved a Professional Services Agreement with Baxter & Woodman Inc., in the amount of $898,700.00, for preliminary design engineering for the 2027 Water Main Rehabilitation Program. On April 7, 2026, Amendment No. 1 was approved in the amount of $1,323,900.00 for detailed design engineering for nine of the 10 projects planned to be constructed as part of the 2027 program. At the time Amendment No. 1 was approved, the alignment of the 10th project, called the Eastern, Benton, and Cass water main project, was still being determined. This alignment has now been determined, and Amendment No. 2 is being presented for detailed design engineering services for 3,000 LF of 24" transmission main and 2,600 LF of 16" distribution main. The location of the Eastern, Benton, and Cass water main replacement project is shown on the attached exhibit.

The Public Service Committee will review this matter.

CONCLUSION:
Baxter & Woodman Inc. has submitted Amendment No. 2 to the original engineering services agreement to perform detailed design services for the Eastern, Benton, and Cass water main replacement project in the amount of $181,200.00, bringing the total contract value for the 2027 water main replacement program to $2,403,800.00. The scope of work for detailed design engineering includes preparing plan/profile drawings, specifications, cost estimates and permit applications and completing project bidding.

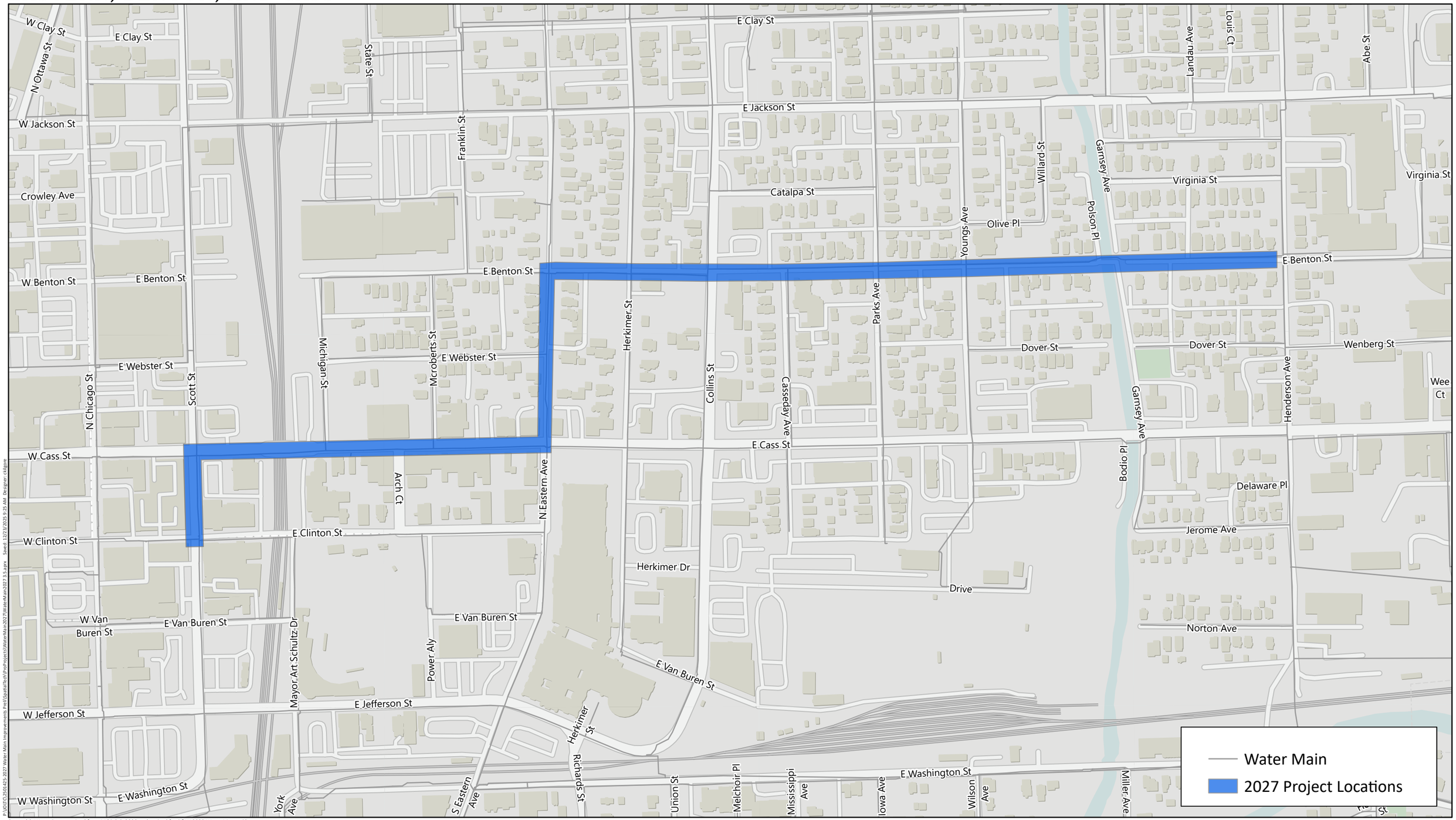
Funds will be charged to the Water Main Replacement Fund / Professional Services (Org 53880000, Object 557200, $181,200.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve Amendment No. 2 to the Professional Services Agreement for detailed design services for the 2027 Water Main Rehabilitation Program, in the amount of $181,200.00, on behalf of Baxter & Woodman Inc.

2027 WATER MAIN IMPROVEMENT AREAS

EASTERN, BENTON, AND CASS

City of Joliet, Illinois



P:\JOT\C\25\0425-2027 Water Main Improvements Prel\SpatialTech\ProProjects\WaterMain2027\WaterMain2027 3.5.aprx Saved: 12/23/2025 9:25 AM Designer: ckilgore

Source(s): Water Data received from MGP Feb 2020 and revised for B&W 2020 Water Master Plan

N

Not to Scale

BAXTER & WOODMAN Consulting Engineers

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 310-26

File ID: 310-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/03/2026

Final Action:

Title: Approval of Amendment No. 2 to the Professional Services Agreement for the 2027 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of $181,200.00

Attachments: 2027 WM Locations (Eastern, Benton, and Cass)

Entered by: aanczer@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Allison Swisher	Approve	6/5/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 311-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Authorization to Fund Draw 16 for Tax Increment Financing District #7 in the amount of $3,402,923.50

BACKGROUND:
In 2022, the City of Joliet issued a General Obligation Bond to fund eligible Tax Increment Financing costs for the Rock Run Collection Development at Interstates 55 and 80. Generally these costs are for Roads, Water, and Sewer that serve the development. To date there have been 15 draws to Reimburse the City for costs associated with Olympic BLVD and 15 draws for Cullinan Joliet LLC.

CONCLUSION:
This agenda item is for Draw 16 totaling $3,402,923.50 to reimburse Cullinan Joliet LLC for roadway work. The draw has been reviewed by Public Works has been found to be accurate.

RECOMMENDATION:
It is recommended that the City Council authorize the funding of Draw 16 in the amount of $3,402,923.50.

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Docusign Envelope ID: 01A3A78A-6A4A-887F-80D3-FE4CA723CEC7

Cullinan Properties, LTD

INVOICE

Cullinan Joliet, LLC
420 N. Main Street
East Peoria, IL 61611

Date April 21, 2026

Invoice No. 042126-BOND16

Due Date May 21, 2026
Payment Terms 30 Days

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

DESCRIPTION	AMOUNT
Bond Submittal 16	3,402,923.50
For Period thru March 31, 2026	-
	3,402,923.50
PLEASE NOTE - NEW WIRE INSTRUCTIONS	
Wire Instructions:	
Bank Name: Illinois National Bank	
Address: 322 East Capital, Springfield, IL 62701	
ABA#: [redacted]	
Credit: Cullinan Joliet, LLC	
Account: [redacted]	
TOTAL	$ 3,402,923.50

Make all checks payable to **Cullinan Joliet, LLC**

THANK YOU FOR YOUR BUSINESS!

Proof of payment in the form of cancelled checks contains confidential information such as the Payee's bank account. As such, this information is confidential and should not be disclosed by the City pursuant to Section 7(g) of the Illinois Open Meetings Act (5 ILCS140/7)

Docusign Envelope ID: 01A3A78A-6A4A-887F-80D3-FE4CA723CEC7

Summary of Bond Reimbursement Activity to Date
As of Request Number 16
Submitted April 21, 2026

Request no.	Date Submitted	Date Funded	ROCK RUN COLLECTION, LLC			CITY			TOTAL		
			Amount Submitted this request	Amount Previously Submitted	Amount Submitted to Date	Amount Submitted this request	Amount Previously Submitted	Amount Submitted to Date	Amount Submitted this request	Amount Previously Submitted	Amount Submitted to Date
Submittal No. 1	9/28/2022	9/28/2022	$ -	$ 18,560,724.00	$ 18,560,724.00	$ -	$ 2,118,184.00	$ 2,118,184.00	$ -	$ 20,678,908.00	$ 20,678,908.00
Submittal No. 2	9/28/2022	9/28/2022	$ -	$ 5,491,113.04	$ 5,491,113.04	$ -	$ 258,564.79	$ 258,564.79	$ -	$ 5,749,677.83	$ 5,749,677.83
Submittal No. 3	10/21/2022	11/2/2022	$ -	$ 1,086,583.69	$ 1,086,583.69	$ -	$ 1,305,191.10	$ 1,305,191.10	$ -	$ 2,391,774.79	$ 2,391,774.79
Submittal No. 4	11/22/2022	12/8/2022	$ -	$ 872,483.63	$ 872,483.63	$ -	$ 569,963.00	$ 569,963.00	$ -	$ 1,442,446.63	$ 1,442,446.63
Submittal No. 5	12/28/2022	1/27/2023	$ -	$ 378,275.21	$ 378,275.21	$ -	$ 10,512.08	$ 10,512.08	$ -	$ 388,787.29	$ 388,787.29
Submittal No. 6	3/13/2023	3/30/2023	$ -	$ 990,869.62	$ 990,869.62	$ -	$ 88,753.84	$ 88,753.84	$ -	$ 1,079,623.46	$ 1,079,623.46
Submittal No. 7	7/28/2023	10/4/2023	$ -	$ 540,884.46	$ 540,884.46	$ -	$ 311,353.66	$ 311,353.66	$ -	$ 852,238.12	$ 852,238.12
Submittal No. 8	12/21/2023	2/7/2024	$ -	$ 1,432,365.47	$ 1,432,365.47	$ -	$ 1,165,052.59	$ 1,165,052.59	$ -	$ 2,597,418.06	$ 2,597,418.06
Submittal No. 9	3/15/2024	5/7/2024	$ -	$ 682,036.14	$ 682,036.14	$ -	$ 3,184,058.05	$ 3,184,058.05	$ -	$ 3,866,094.19	$ 3,866,094.19
Submittal No. 10	8/6/2024	9/4/2024	$ -	$ 999,100.58	$ 999,100.58	$ -	$ 4,019,689.76	$ 4,019,689.76	$ -	$ 5,018,790.34	$ 5,018,790.34
Submittal No. 11	11/14/2024	1/22/2025	$ -	$ 601,030.03	$ 601,030.03	$ -	$ 1,886,940.89	$ 1,886,940.89	$ -	$ 2,487,970.92	$ 2,487,970.92
Submittal No. 12	5/30/2025	8/6/2025	$ -	$ 206,179.90	$ 206,179.90	$ -	$ 7,031,715.75	$ 7,031,715.75	$ -	$ 7,237,895.65	$ 7,237,895.65
Submittal No. 13	7/14/2025	9/3/2025	$ -	$ 1,353,970.01	$ 1,353,970.01	$ -	$ 2,229,245.68	$ 2,229,245.68	$ -	$ 3,583,215.69	$ 3,583,215.69
Submittal No. 14	8/15/2025	12/17/2025	$ -	$ 677,031.04	$ 677,031.04	$ -	$ 937,142.26	$ 937,142.26	$ -	$ 1,614,173.30	$ 1,614,173.30
Submittal No. 15	12/26/2025	4/13/2026	$ -	$ 1,368,951.12	$ 1,368,951.12				$ -	$ 1,368,951.12	$ 1,368,951.12
Submittal No. 16	3/31/2026		$ 3,402,923.50	$ -	$ 3,402,923.50				$ 3,402,923.50	$ -	$ 3,402,923.50
					$ -						
		Totals	$ 3,402,923.50	$ 35,241,597.94	$ 38,644,521.44		$ 25,116,367.45	$ 25,116,367.45	$ 3,402,923.50	$ 60,357,965.39	$ 63,760,888.89

Total Summary			
Total Bond Amount			$ 89,469,880.00
Less: Total Funded to Date			$ (60,357,965.39)
Less: Current Amount Requested			$ (3,402,923.50)
Bond Balance			$ 25,708,991.11

Approved by Cullinan Joliet, LLC:

Development Manager

[redacted]

Date: 4/14/2026

On behalf of Cullinan Joliet, LLC, as Agent to Owner

Kevin Thornton, EVP Construction

[redacted]

Date: 4/15/2026

Docusign Envelope ID: 01A3A78A-6A4A-887F-80D3-FE4CA723CEC7

ROCKRUN COLLECTION - DISTRICT INFRASTRUCTURE AND SITE IMPROVEMENT PROJECT

BOND REIMBURSEMENT REQUEST No. 16 thru 03-31-26

INVOICE

4-21-26

JOB	Phase	Cost Code	Item #	Description	Invoice Date	Vendor	Invoice # - Description	*Total Invoice Amount*	*Less Amount Not Applicable*	Amount Submitted for Reimbursement
			1) Access Project Phase I Engineering							
				No costs this submittal						
			2) ROW West I-55							
				No costs this submittal						
			3) DDI Local Share							
				No costs this submittal						
			4) Olympic Blvd Bridge/Extension (East of RRC Site Line)							
				No costs this submittal						
			5) Phase I & II On-Site Roadways							
			Soft Costs							
7516JOL	3000	001026	5-A	Site Civil Engineering	8/26/2025	001026 CEMCON, LTD	0303586 Consultants - Civil Engineering	10,792.00	(1,460.00)	9,332.00
7516JOL	3000	001026	5-A	Site Civil Engineering	8/26/2025	001026 CEMCON, LTD	0303704 Consultants - Civil Engineering	271.35	-	271.35
7516JOL	3000	001026	5-A	Site Civil Engineering	11/25/2025	001026 CEMCON, LTD	0303851 Consultants - Civil Engineering	1,419.00	-	1,419.00
7516JOL	3000	001026	5-A	Site Civil Engineering	10/31/2025	001026 CEMCON, LTD	0303852 Consultants - Civil Engineering	1,410.00	-	1,410.00
7516JOL	3000	001026	5-A	Site Civil Engineering	10/31/2025	001026 CEMCON, LTD	0303989 Consultants - Civil Engineering	5,361.00	-	5,361.00
7516JOL	3000	001026	5-A	Site Civil Engineering	10/31/2025	001026 CEMCON, LTD	0303992 Consultants - Civil Engineering	182.00	-	182.00
7516JOL	3000	001026	5-A	Site Civil Engineering	12/22/2025	001026 CEMCON, LTD	0303993 Consultants - Civil Engineering	2,205.00	-	2,205.00
7516JOL	3000	001026	5-A	Site Civil Engineering	1/23/2026	001026 CEMCON, LTD	0304073 Consultants - Civil Engineering	4,159.00	-	4,159.00
7516JOL	3000	001026	5-A	Site Civil Engineering	11/25/2025	001026 CEMCON, LTD	0304166 Consultants - Civil Engineering	14,215.00	-	14,215.00
7516JOL	3000	001026	5-A	Site Civil Engineering	2/24/2026	001026 CEMCON, LTD	0304282 Consultants - Civil Engineering	10,284.00	-	10,284.00
7516JOL	3000	001026	5-A	Site Civil Engineering	2/24/2026	001026 CEMCON, LTD	0304283 Consultants - Civil Engineering	1,790.10	-	1,790.10
7516JOL	3000	001026	5-A	Site Civil Engineering	2/24/2026	001026 CEMCON, LTD	0304286 Consultants - Civil Engineering	1,314.00	-	1,314.00
7504JOL	3200	395001	5-B	Public - Const Testing & Inspections						-
7516JOL	6000	001162	5-C	Public Developer Fee	11/4/2025	001162 Cullinan Properties, Ltd.	1 7516 PUBLIC SAN DEV FEE	12,559.71	-	12,559.71
7516JOL	6000	001162	5-C	Public Developer Fee	12/3/2025	001162 Cullinan Properties, Ltd.	2 7516 PUBLIC SAN DEV FEE	17,635.82	-	17,635.82
7516JOL	6000	001162	5-C	Public Developer Fee	2/9/2026	001162 Cullinan Properties, Ltd.	20 7516 PUBLIC DEV FEE	32,027.29	-	32,027.29
7516JOL	6000	001162	5-C	Public Developer Fee	3/3/2026	001162 Cullinan Properties, Ltd.	3 7516 PUBLIC SAN DEV FEE	31,239.36	-	31,239.36
7516JOL	6000	001162	5-C	Public - Overhead & Management	11/4/2025	001161 Cullinan Properties, Ltd.	1 7516 PUBLIC SAN OVERHEAD , MGMT	18,839.56	-	18,839.56
7516JOL	6000	001162	5-C	Public - Overhead & Management	12/3/2025	001161 Cullinan Properties, Ltd.	2 7516 PUBLIC SAN OVERHEAD , MGMT	26,453.74	-	26,453.74
7516JOL	6000	001162	5-C	Public - Overhead & Management	2/9/2026	001161 Cullinan Properties, Ltd.	20 7516 PUBLIC OVERHEAD , MGMT	48,040.93	-	48,040.93
7516JOL	6000	001162	5-C	Public - Overhead & Management	3/3/2026	001161 Cullinan Properties, Ltd.	3 7516 PUBLIC SAN OVERHEAD , MGMT	46,859.04	-	46,859.04
			Hard Costs							
7516JOL	4100	001085	5-F	Public Infrastructure	10/31/2025	001085 J. RUSS AND COMPANY, INC.	PAY APP 1 SAN Site - Roadways	418,656.84	-	418,656.84
7516JOL	4100	001085	5-F	Public Infrastructure	11/30/2025	001085 J. RUSS AND COMPANY, INC.	PAY APP 2 SAN Site - Roadways	587,860.64	-	587,860.64
7516JOL	4100	001085	5-F	Public Infrastructure	2/14/2026	001085 D. CONSTRUCTION, INC.	PAY APP 18 PUBLIC Site - Roadways	1,067,576.17	-	1,067,576.17
7516JOL	4100	001085	5-F	Public Infrastructure	2/28/2026	001085 J. RUSS AND COMPANY, INC.	PAY APP 3 SAN Site - Roadways	1,041,311.95	-	1,041,311.95

Docusign Envelope ID: 01A3A78A-6A4A-887F-80D3-FE4CA723CEC7

ROCKRUN COLLECTION - DISTRICT INFRASTRUCTURE AND SITE IMPROVEMENT PROJECT

BOND REIMBURSEMENT REQUEST No. 16 thru 03-31-26

INVOICE

4-21-26

JOB	Phase	Cost Code	Item #	Description	Invoice Date	Vendor	Invoice # - Description	*Total Invoice Amount*	*Less Amount Not Applicable*	Amount Submitted for Reimbursement
			6) Other On-Site Roads							
				No costs this submittal						
			7) Infrastructure-Related Improvements							
			Soft Costs							
7516JOL	4300	001116	7-A	Public - Permits	3/13/2026	001116 TREASURER STATE OF ILLIN	031326 WATERMAIN PERMIT	720.00	-	720.00
7516JOL	4300	001116	7-A	Public - Permits	3/13/2026	001116 TREASURER, STATE OF IL	031326 SANITARY PERMIT	1,200.00	-	1,200.00
			Hard Costs							
7516JOL	4200	001096	7-B	**No costs this submittal**						
			8) Infrastructure on Former Simov Parcel							
				No costs this submittal				-		-

Proof of payment in the form of cancelled checks contains confidential information such as the Payee's bank account. As such, this information is confidential and should not be disclosed by the City pursuant to Section 7(g) of the Illinois Open Meetings Act (5 ILCS140/7)

	Total Invoice Amount	Less Amount Not Applicable	Amount Submitted for Reimbursement
Total This Request	3,404,383.50	(1,460.00)	3,402,923.50

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 311-26

File ID: 311-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Authorization to Fund Draw 16 for Tax Increment Financing District #7 in the amount of $3,402,923.50

Attachments: RRC TIF Draw

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Kevin Sing	Approve	6/4/2026
1	2	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	3	6/3/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/5/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 313-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:
Issuance of Class “C” Liquor License at 1501 New Lenox Road - Love’s Travel Stop #777.

BACKGROUND:
A Liquor Hearing was held with the Deputy Liquor Commissioner on May 28th, 2026, for Love’s Travel Stop #777.

RECOMMENDATION:
Attached are the Findings and Recommendation of the Liquor Commissioner.

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CITY OF JOLIET LIQUOR COMMISSIONER'S OFFICE
TERRY D'ARCY
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432

CITY OF JOLIET

FINDINGS OF THE LIQUOR COMMISSION
ISSUANCE OF A LIQUOR LICENSE

Based on a public hearing that took place on Thursday, May 28, 2026, the Liquor Commission of the City of Joliet hereby reports its findings based on Chapter 4, Section 5C of the Code of Ordinances of the City of Joliet to the City Council. The findings are as follows:

1. (a) **Applicant:** Love's Travel Stop & Country Stores, Inc.
   d/b/a: Love's Travel Stop #777

   (b) **Address of premises:** 1501 New Lenox Road

2. **Class of liquor license applied:** Class C – Packaged Goods

3. **Past Performance**: 2 years of experience with sales and service of alcoholic liquor.

4. **Character and reputation of the applicant:** The applicant is not a convicted felon.

5. **General design and layout of the premises:** On file in the Mayor's Office.

6. **Amount of anticipated gross revenue from sale of alcoholic beverages:** 15%

7. **Nature of entertainment:** N/A

8. **Premise compliance with all ordinances of the City:**

   Building Inspections Department states there are no building code violations.

   Joliet Fire Department states there are no fire code violations.

9. **Any outstanding monies owed to the City of Joliet:** There are no monies owed to this address.

10. The following are the class, type and number of licensed premises within a one (1) mile radius of the proposed premises:

Class Type of Liquor License	Total
Class "A" Premises & Package:	1
Class "A1" Brew Pub:	
Class "A2" Craft Brewery:	
Class "A3" Craft Distillery:	
Class "B" Premises Only:	
Class "C" Package Goods Only:	
Class "C-D" Package Goods Only/ Beer & Wine Only:	
Class "D" Premises/Beer & Wine Only:	
Class "E" Restaurant or Hotel:	
Class "F" Club:	
Class "J" Governmental & Non-for-profit:	
Class "K" Stadium:	
Class "L" Riverboat-Related Facility:	
Class "P" Bicentennial Park:	
Class "TH" Theater or Cinema:	
Class "BG" Gas Station/On-Site/Gaming:	
Class "CG" Gas Station/Package:	
The total amount of liquor licenses within a one-mile radius of the proposed location:	1

11. Zoning, general character of the neighborhood and the impact of the premises of the surrounding neighborhood and the city as a whole:

The subject business is a new Love's Travel Stop located at the northwest corner of New Lenox Road and Briggs Street. The travel center contains a convenience store and restaurant building, as well as passenger vehicle and truck fueling stations and parking. The site is zoned B-3 (general business), which permits the sale of liquor. The travel center use was established prior to the requirement for a special use permit for fueling stations in the B-3 zoning district.

The surrounding zoning and land uses include:

North: County C-3 (general commercial), tent rental service; and County R-4 (single-family residence), residential
East: County C-2 (local commercial), gas station; and Interstate 80 interchange
South: County C-2 (local commercial), bank; and County R-4 (single-family residence), agricultural
West: City R-1 (single-family residential), detention area; and County R-4 (single-family residence), residential

12. Any law enforcement problems created by the issuance of the liquor license:

Joliet Police Department does not foresee any special law enforcement problems associated with the issuance of this liquor license.

13. Comments at the hearing:

The liquor hearing was conducted by Deputy Liquor Commissioners James O'Connell and Kevin Kelley, Interim Corporation Counsel Todd Lenzie, and Detective TJ Gruber.

14. Recommendation:

Based on the liquor hearing, the Liquor Commission feels that the issuance of the liquor license would be in the best interest of the city, and therefore, recommends approval of the license.

Terry D'Arcy
Mayor and Liquor Commissioner

James O'Connell
Deputy Liquor Commissioner

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 313-26

File ID: 313-26 **Type:** License and Permit **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Issuance of Class “C” Liquor License at 1501 New Lenox Road - Love’s Travel Stop #777.

Attachments: LOVE'S TRAVEL STOP #777 - SIGNED FINDINGS

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 314-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:
Issuance of Class “B” Liquor License at 753 & 753 ½ Ruby Street - Six Corners Tavern.

BACKGROUND:
A Liquor Hearing was held with the Deputy Liquor Commissioner on May 28th, 2026, for Six Corners Tavern.

RECOMMENDATION:
Attached are the Findings and Recommendation of the Liquor Commissioner.

powered by Legistar™

CITY OF JOLIET LIQUOR COMMISSIONER'S OFFICE
TERRY D'ARCY
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432

CITY OF JOLIET

FINDINGS OF THE LIQUOR COMMISSION
ISSUANCE OF A LIQUOR LICENSE

Based on a public hearing that took place on Thursday, May 28, 2026, the Liquor Commission of the City of Joliet hereby reports its findings based on Chapter 4, Section 5C of the Code of Ordinances of the City of Joliet to the City Council. The findings are as follows:

1. (a) **Applicant:** Lola's Restaurant Inc.
   d/b/a: Six Corners Tavern

   (b) **Address of premises:** 753 & 753 ½ Ruby Street

2. **Class of liquor license applied:** Class B – Premise only

3. **Past Performance**: 10 years of experience with sales and service of alcoholic liquor.

4. **Character and reputation of the applicant:** The applicant is not a convicted felon.

5. **General design and layout of the premises:** On file in the Mayor's Office.

6. **Amount of anticipated gross revenue from sale of alcoholic beverages:** 50%

7. **Nature of entertainment:** N/A

8. **Premise compliance with all ordinances of the City:**

   Building Inspections Department approval pending final inspection.

   Joliet Fire Department approval pending final inspection.

9. **Any outstanding monies owed to the City of Joliet:** There are no monies owed to this address.

10. The following are the class, type and number of licensed premises within a one (1) mile radius of the proposed premises:

Class Type of Liquor License	Total
Class "A" Premises & Package:	9
Class "A1" Brew Pub:	
Class "A2" Craft Brewery:	
Class "A3" Craft Distillery:	1
Class "B" Premises Only:	5
Class "C" Package Goods Only:	3
Class "C-D" Package Goods Only/ Beer & Wine Only:	
Class "D" Premises/Beer & Wine Only:	
Class "E" Restaurant or Hotel:	3
Class "F" Club:	6
Class "J" Governmental & Non-for-profit:	
Class "K" Stadium:	
Class "L" Riverboat-Related Facility:	
Class "P" Bicentennial Park:	
Class "TH" Theater or Cinema:	
Class "BG" Gas Station/On-Site/Gaming:	
Class "CG" Gas Station/Package:	
The total amount of liquor licenses within a one-mile radius of the proposed location:	27

11. Zoning, general character of the neighborhood and the impact of the premises of the surrounding neighborhood and the city as a whole:

The subject business is a new restaurant and bar within an existing commercial building on the north side of Ruby Street between Raynor Avenue and Kelly Avenue. The tenant spaces previously contained a restaurant and a bar. The property is zoned B-1 (neighborhood business), which permits restaurants, bars and taverns, and the on-premises consumption and the sale of liquor.

There is an existing restaurant use in the adjacent building to the east located on the same lot as the subject business. The surrounding zoning and land uses for the adjacent properties include:

North: B-1 (neighborhood business), residential
East: B-1 (neighborhood business), parking lot
South: R-2 (single-family residential), parking lot
West: B-1 (neighborhood business), restaurant (Dunkin)

12. Any law enforcement problems created by the issuance of the liquor license:

Joliet Police Department does not foresee any special law enforcement problems associated with the issuance of this liquor license.

13. Comments at the hearing:

The liquor hearing was conducted by Deputy Liquor Commissioners James O'Connell and Kevin Kelley, Assistant Corporation Counsel Stephanie Silkey, and Detective TJ Gruber.

14. Recommendation:

Based on the liquor hearing, the Liquor Commission feels that the issuance of the liquor license would be in the best interest of the city, and therefore, recommends approval of the license.

Terry D'Arcy

Terry D'Arcy
Mayor and Liquor Commissioner

James O'Connell
Deputy Liquor Commissioner

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 314-26

File ID: 314-26 **Type:** License and Permit **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Issuance of Class “B” Liquor License at 753 & 753 ½ Ruby Street - Six Corners Tavern.

Attachments: SIX CORNERS TAVERN - SIGNED FINDINGS

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 315-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:
Issuance of Class “D” Liquor License at 2356 Essington Road - El Sabor Latino.

BACKGROUND:
A Liquor Hearing was held with the Deputy Liquor Commissioner on May 28th, 2026, for El Sabor Latino.

RECOMMENDATION:
Attached are the Findings and Recommendation of the Liquor Commissioner.

powered by Legistar™

CITY OF JOLIET LIQUOR COMMISSIONER'S OFFICE
TERRY D'ARCY
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432

CITY OF JOLIET

FINDINGS OF THE LIQUOR COMMISSION
ISSUANCE OF A LIQUOR LICENSE

Based on a public hearing that took place on Thursday, May 28, 2026, the Liquor Commission of the City of Joliet hereby reports its findings based on Chapter 4, Section 5C of the Code of Ordinances of the City of Joliet to the City Council. The findings are as follows:

1. (a) **Applicant:** El Sabor Latino LLC
   d/b/a: El Sabor Latino

   (b) **Address of premises:** 2356 Essington Road

2. **Class of liquor license applied:** Class D – Premise Beer & Wine Only

3. **Past Performance**: 3 years of experience with sales and service of alcoholic liquor.

4. **Character and reputation of the applicant:** The applicant is not a convicted felon.

5. **General design and layout of the premises:** On file in the Mayor's Office.

6. **Amount of anticipated gross revenue from sale of alcoholic beverages:** 10%

7. **Nature of entertainment:** N/A

8. **Premise compliance with all ordinances of the City:**

   Building Inspections Department states there are no building code violations.

   Joliet Fire Department states there are no fire code violations.

9. **Any outstanding monies owed to the City of Joliet:** There are no monies owed to this address.

10. The following are the class, type and number of licensed premises within a one (1) mile radius of the proposed premises:

Class Type of Liquor License	Total
Class "A" Premises & Package:	1
Class "A1" Brew Pub:	
Class "A2" Craft Brewery:	
Class "A3" Craft Distillery:	
Class "B" Premises Only:	8
Class "C" Package Goods Only:	5
Class "C-D" Package Goods Only/ Beer & Wine Only:	1
Class "D" Premises/Beer & Wine Only:	2
Class "E" Restaurant or Hotel:	1
Class "F" Club:	
Class "J" Governmental & Non-for-profit:	
Class "K" Stadium:	
Class "L" Riverboat-Related Facility:	
Class "P" Bicentennial Park:	
Class "TH" Theater or Cinema:	1
Class "BG" Gas Station/On-Site/Gaming:	
Class "CG" Gas Station/Package:	
The total amount of liquor licenses within a one-mile radius of the proposed location:	19

11. Zoning, general character of the neighborhood and the impact of the premises of the surrounding neighborhood and the city as a whole:

The subject business is an existing business located within the Westriver Crossings multi-tenant commercial center near the southeast corner of Caton Farm Road and Essington Road. The property is zoned B-3 (general business), which permits a restaurant with on-premises consumption and the sale of liquor.

The north section of the commercial center, where the business is located, contains various retail and service uses such as salons, restaurants, and a grocery store. The south end of the center contains a trampoline park and a church. The surrounding zoning and land uses for the adjacent properties include:

North: County R-3 (single-family residence), residential
East: R-B (restricted business), commercial (professional offices)
South: B-3 (general business), commercial (trampoline park) and institutional (religious facility)
West: B-3 (general business), commercial (service, retail, bank)

12. Any law enforcement problems created by the issuance of the liquor license:

Joliet Police Department does not foresee any special law enforcement problems associated with the issuance of this liquor license.

13. Comments at the hearing:

The liquor hearing was conducted by Deputy Liquor Commissioners James O'Connell and Kevin Kelley, Assistant Corporation Counsel Stephanie Silkey, and Detective TJ Gruber.

14. Recommendation:

Based on the liquor hearing, the Liquor Commission feels that the issuance of the liquor license would be in the best interest of the city, and therefore, recommends approval of the license.

Terry D'arcy
Mayor and Liquor Commissioner

James O'Connell
Deputy Liquor Commissioner

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 315-26

File ID: 315-26 **Type:** License and Permit **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Issuance of Class “D” Liquor License at 2356 Essington Road - El Sabor Latino.

Attachments: EL SABOR LATINO - SIGNED FINDINGS

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 316-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:
Issuance of Class “B” Liquor License at 2302 Essington Road - Cork Lounge & Kitchen.

BACKGROUND:
A Liquor Hearing was held with the Deputy Liquor Commissioner on May 28th, 2026, for Cork Lounge & Kitchen.

RECOMMENDATION:
Attached are the Findings and Recommendation of the Liquor Commissioner.

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CITY OF JOLIET LIQUOR COMMISSIONER'S OFFICE
TERRY D'ARCY
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432

CITY OF JOLIET

FINDINGS OF THE LIQUOR COMMISSION
ISSUANCE OF A LIQUOR LICENSE

Based on a public hearing that took place on Thursday, May 28, 2026, the Liquor Commission of the City of Joliet hereby reports its findings based on Chapter 4, Section 5C of the Code of Ordinances of the City of Joliet to the City Council. The findings are as follows:

1. (a) **Applicant:** EDR Group Joliet
   d/b/a: Cork Lounge & Kitchen

   (b) **Address of premises:** 2302 Essington Road

2. **Class of liquor license applied:** Class B – Premise Only

3. **Past Performance**: 20 years of experience with sales and service of alcoholic liquor.

4. **Character and reputation of the applicant:** The applicant is not a convicted felon.

5. **General design and layout of the premises:** On file in the Mayor's Office.

6. **Amount of anticipated gross revenue from sale of alcoholic beverages:** 50%

7. **Nature of entertainment:** N/A

8. **Premise compliance with all ordinances of the City:**

   Building Inspections Department approval pending final inspection.

   Joliet Fire Department approval pending final inspection.

9. **Any outstanding monies owed to the City of Joliet:** There are no monies owed to this address.

10. The following are the class, type and number of licensed premises within a one (1) mile radius of the proposed premises:

Class Type of Liquor License	Total
Class "A" Premises & Package:	1
Class "A1" Brew Pub:	
Class "A2" Craft Brewery:	
Class "A3" Craft Distillery:	
Class "B" Premises Only:	8
Class "C" Package Goods Only:	5
Class "C-D" Package Goods Only/ Beer & Wine Only:	1
Class "D" Premises/Beer & Wine Only:	2
Class "E" Restaurant or Hotel:	1
Class "F" Club:	
Class "J" Governmental & Non-for-profit:	
Class "K" Stadium:	
Class "L" Riverboat-Related Facility:	
Class "P" Bicentennial Park:	
Class "TH" Theater or Cinema:	1
Class "BG" Gas Station/On-Site/Gaming:	
Class "CG" Gas Station/Package:	
The total amount of liquor licenses within a one-mile radius of the proposed location:	19

11. Zoning, general character of the neighborhood and the impact of the premises of the surrounding neighborhood and the city as a whole:

The subject business is an existing business in the multi-tenant commercial building at the northeast corner of Essington Road and Vimy Ridge Drive. The property is zoned B-3 (general business) which permits a restaurant and bar with on-premises consumption and the sale of liquor.

The surrounding zoning and land uses include:

North: B-3 (general business), detention pond
East: B-3 (general business), commercial (trampoline park) and institutional (religious facility)
South: B-3 (general business), commercial (bank)
West: R-B (restricted business), commercial (professional offices); and B-3 (general business), vacant

12. Any law enforcement problems created by the issuance of the liquor license:

Joliet Police Department does not foresee any special law enforcement problems associated with the issuance of this liquor license.

13. Comments at the hearing:

The liquor hearing was conducted by Deputy Liquor Commissioners James O'Connell and Kevin Kelley, Assistant Corporation Counsel Stephanie Silkey, and Detective TJ Gruber.

14. Recommendation:

Based on the liquor hearing, the Liquor Commission feels that the issuance of the liquor license would be in the best interest of the city, and therefore, recommends approval of the license.

Terry D'Arcy
Mayor and Liquor Commissioner

James O'Connell
Deputy Liquor Commissioner

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 316-26

File ID: 316-26 **Type:** License and Permit **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Issuance of Class “B” Liquor License at 2302 Essington Road - Cork Lounge & Kitchen.

Attachments: CORK LOUNGE & KITCHEN - SIGNED FINDINGS

Memo

File #: 317-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:
Resolution to Deny Issuance of Class “E” Liquor License at 3109 Theodore Street - Lagos Grill and Lounge.

BACKGROUND:
A Liquor Hearing was held with the Deputy Liquor Commissioner on May 28th, 2026, for Lagos Grill and Lounge.

RECOMMENDATION:
Attached are the Findings and Recommendation of the Liquor Commissioner.

powered by Legistar™

CITY OF JOLIET LIQUOR COMMISSIONER'S OFFICE
TERRY D'ARCY
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432

CITY OF JOLIET

FINDINGS OF THE LIQUOR COMMISSION
ISSUANCE OF A LIQUOR LICENSE

Based on a public hearing that took place on Thursday, May 28, 2026, the Liquor Commission of the City of Joliet hereby reports its findings based on Chapter 4, Section 5C of the Code of Ordinances of the City of Joliet to the City Council. The findings are as follows:

1. (a) **Applicant:** Lagos Grill and Lounge LLC
   d/b/a: Lagos Grill and Lounge

   (b) **Address of premises:** 3109 Theodore Street

2. **Class of liquor license applied:** Class E – Restaurant or Hotel

3. **Past Performance**: No prior experience with sales and service of alcoholic liquor.

4. **Character and reputation of the applicant:** The applicant is not a convicted felon.

5. **General design and layout of the premises:** On file in the Mayor's Office.

6. **Amount of anticipated gross revenue from sale of alcoholic beverages:** 20%

7. **Nature of entertainment:** N/A

8. **Premise compliance with all ordinances of the City:**

   Building Inspections Department states there are no building code violations.

   Joliet Fire Department states there are no fire code violations.

9. **Any outstanding monies owed to the City of Joliet:** There are no monies owed to this address.

10. The following are the class, type and number of licensed premises within a one (1) mile radius of the proposed premises:

Class Type of Liquor License	Total
Class "A" Premises & Package:	2
Class "A1" Brew Pub:	
Class "A2" Craft Brewery:	
Class "A3" Craft Distillery:	
Class "B" Premises Only:	7
Class "C" Package Goods Only:	2
Class "C-D" Package Goods Only/ Beer & Wine Only:	
Class "D" Premises/Beer & Wine Only:	1
Class "E" Restaurant or Hotel:	2
Class "F" Club:	1
Class "J" Governmental & Non-for-profit:	
Class "K" Stadium:	
Class "L" Riverboat-Related Facility:	
Class "P" Bicentennial Park:	
Class "TH" Theater or Cinema:	
Class "BG" Gas Station/On-Site/Gaming:	
Class "CG" Gas Station/Package:	
The total amount of liquor licenses within a one-mile radius of the proposed location:	15

11. Zoning, general character of the neighborhood and the impact of the premises of the surrounding neighborhood and the city as a whole:

The subject business is a new restaurant within the Duck Creek Plaza multi-tenant commercial center at the northwest corner of Theodore Street and Pearl Harbor Drive. The property is zoned B-3 (general business), which permits a restaurant with the on-premises consumption and the sale of liquor.

The surrounding zoning and land uses for the adjacent properties include:

North: R-2 (single-family residential), residential
East: B-3 (general business), commercial (multi-tenant center)
South: B-3 (general business), commercial (bank)
West: B-3 (general business), vacant

12. Any law enforcement problems created by the issuance of the liquor license:

Joliet Police Department does not recommend the issuance of this liquor license due to the pending criminal felony charges for Mr. Jelili Olaniyan, who is the original lease holder for this property and spouse of Ms. T'Changa Osideko.

13. Comments at the hearing:

The liquor hearing was conducted by Deputy Liquor Commissioners James O'Connell and Kevin Kelley, Assistant Corporation Counsel Stephanie Silkey, and Detective TJ Gruber.

14. Recommendation:

Based on the liquor hearing, the Liquor Commission feels that the issuance of the liquor license would not be in the best interest of the city, and therefore, recommends denial of the license.

Terry D'Arcy
Mayor and Liquor Commissioner

James O'Connell
Deputy Liquor Commissioner

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 317-26

File ID: 317-26 **Type:** License and Permit **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Resolution to Deny Issuance of Class “E” Liquor License at 3109 Theodore Street - Lagos Grill and Lounge.

Attachments: LAGOS GRILL AND LOUNGE - SIGNED FINDINGS

Memo

File #: 319-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Public Hearing for a Resolution Approving an Annexation Agreement for 23656 S. Houbolt Road (A-1 -26)

BACKGROUND:
The petitioner and property owner, Whimsy Joliet LLC, is requesting approval of the annexation, classification to the I-1 (light industrial) zoning district, and approval of an annexation agreement for the 7-acre site at 23656 S. Houbolt Road. The purpose of the request is to develop the site with a truck parking facility for use by the petitioner's freight carrier company, Whimsy Trucking. The I-1 district permits clean manufacturing, warehousing, and wholesaling activities. Trucking facilities are allowed as special uses in the industrial zoning districts. The petitioner is also requesting mobile compressed natural gas (CNG) fueling and container storage and stacking as components of the proposed facility, which require additional variation of use and special use approvals.

The 7-acre subject site is within unincorporated Will County and currently has County A-1 (agricultural) zoning. The site previously contained a farmstead and is currently vacant. The site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The Houbolt Road right-of-way adjacent to the site was annexed into the City in 2021 and provides contiguity to the site for annexation.

The area surrounding the subject site is a mix of incorporated City of Joliet and unincorporated Will County. The surrounding incorporated City properties have industrial zoning: two nearby sites at 3600 Houbolt Road and 3901 Houbolt Road are zoned I-1 (light industrial), and the surrounding CenterPoint properties are mainly zoned I-TC (intermodal terminal - industrial park), which permits warehousing, logistics, and manufacturing uses. The property at 3600 Houbolt Road was annexed in 2023 and is currently under development with a warehouse facility. The site at 3901 Houbolt Road, which is also owned by the petitioner, was annexed in 2022 and contains a truck terminal for Whimsy Trucking. The surrounding unincorporated Will County properties contain rural residential uses and are zoned County A-1 (agricultural).

Whimsy Trucking provides transportation services related to intermodal freight hauling, transferring, and storage. They have headquarters in Mount Prospect, Illinois and several yards in the Chicagoland area. The Whimsy terminal directly south of the subject site at 3901 Houbolt Road includes maintenance, parking, and dispatch operations. The proposed truck parking facility at 23656 S. Houbolt Road would include a 3,000-square-foot office building, employee parking, and around

105 trailer parking stalls. According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The petitioner is requesting mobile compressed natural gas (CNG) fueling as an accessory component of the facility. The mobile fueling station would resemble a standard utility trailer and be placed in a designated location on site. The fueling station is intended for use by the petitioner's fleet and would not be open to the public. The mobile fueling request requires approval of a Variation of Use to allow above-ground fuel tanks in the I-1 (light industrial) district. The petitioner is also requesting container storage and stacking up to three containers high at the proposed facility. This request requires approval of a Special Use Permit and Variation of Use because container storage is allowed as a special use in the I-2 (general industrial) district.

The annexation will include an annexation agreement that addresses water and sanitary sewer connections as well as recapture fees for utilities and roadway improvements from the reconstruction of Houbolt Road. Future development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments. If the Special Use Permit for a truck parking facility is approved, the trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance.

Approval of the requested annexation and classification to the I-1 (light industrial) zoning district will allow a 7-acre property to be developed as an industrial site within the City of Joliet and to connect to City utilities. The requested zoning classification to the I-1 zoning district is consistent with the surrounding City zoning and land uses. The site has direct access to Houbolt Road, which was recently reconstructed to facilitate intermodal truck traffic through the area.

PLAN COMMISSION MEETING:
The Plan Commission reviewed this matter at their meeting on May 21, 2026. John Argoudelis, attorney, represented the petition. One person spoke in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Jeff Crompton moved that the Plan Commission recommend approval of the annexation, classification to the I-1 (light industrial) district, and approval of an annexation agreement, located at 23656 S. Houbolt Road.

Michael F. Turk seconded the motion, which passed with six (6) aye votes and no nay votes. Voting aye were: Cox, Crompton, Martin, Radakovich, Turk, and Hammac. Voting nay were: none. Absent were: Eulitz.

RECOMMENDATION:
Staff concurs with the recommendation of the Plan Commission and recommends that the Mayor and City Council approve the following:

1. Resolution Approving an Annexation Agreement for 23656 S. Houbolt Road

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RESOLUTION NO. _____

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT
(23656 S. Houbolt Road)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: This Annexation Agreement between the City of Joliet and Whimsy Joliet LLC, in substantially the same form as Exhibit "A", which is attached hereto and made a part hereof, is hereby approved.

SECTION 2: The Mayor and the City Clerk are hereby authorized and directed to execute the annexation agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 04-10-01-300-013-0000
ADDRESS: 23656 S. Houbolt Road
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-1-26
COUNCILMANIC DISTRICT NO.: 5

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

Annexation Agreement to be inserted.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ____day of _____, 2026, by and between the City of Joliet, an Illinois home rule municipal corporation ("City") and Whimsy Joliet LLC, an Illinois Limited Liability Company ("Owner").

RECITALS

WHEREAS, the Owner is the owner of 23656 S. Houbolt Road (formerly known as Vetter Road), in Unincorporated Will County, Illinois, which property is referred to herein as the "Parcel" and is described in Exhibit "A"; and

WHEREAS, the Parcel is not within the corporate limits of any municipality but is contiguous to the City prior to its annexation by the City in accordance with the applicable provisions of the Illinois Municipal Code; and

WHEREAS, the City and the Owner desire that the City annex the Parcel and approve the development of the Parcel in accordance with this Agreement and the ordinances and regulations of the City; and

WHEREAS, a public hearing has been held in the manner provided by law regarding the annexation and zoning classification of the Parcel and the adoption and approval of this Agreement; and

WHEREAS, by a favorable vote of at least two-thirds of its corporate authorities then holding office, the City has passed a resolution approving this Agreement and authorizing its execution by the Mayor and City Clerk.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Owner agree as follows:

1. ***INCORPORATION OF RECITALS***

The foregoing recitals are hereby incorporated into the body of this Agreement. Similarly, any exhibit referred to in this Agreement is hereby incorporated by reference as if fully set forth and repeated.

2. ***ANNEXATION OF THE PARCEL***

Concurrently with the approval of this Agreement, the City shall, by ordinance, annex the Parcel in accordance with applicable law.

3. ***ZONING OF THE PARCEL***

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact the following Ordinances:

A. An ordinance classifying the Parcel as I-1 (Light Industrial) zoning; and
B. An ordinance granting a Special Use Permit to allow a trucking facility that includes Compressed Natural Gas (CNG) fueling as an accessory component, within an I-1 (Light Industrial) Zoning District.
C. An ordinance granting a Special Use Permit to allow container storage and stacking up to 3 high
D. An ordinance granting a Variation of Use to allow container storage and stacking up to 3 high in the I-1 (light industrial) zoning district

E. An ordinance granting a Variation of Use to allow above-ground fueling tanks in the I-1 (light industrial) zoning district

The Zoning Ordinance of the City of Joliet (Ordinance No. 5285, as re-adopted pursuant to home rule authority by Ordinance No. 8730, as amended from time to time) ("Zoning Ordinance"), shall apply in all respects to the Parcel, except as may be expressly and specifically provided for herein. The City shall be permitted to amend the Zoning Ordinance or reclassify the Parcel during the effective term of this Agreement and thereafter in the manner set forth in the Zoning Ordinance or under law, except that the approved zoning uses as they pertain to the Parcel shall continue to be allowed despite such reclassification. Any ambiguity or omission shall be resolved in favor of the applicability of the Zoning Ordinance.

In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Parcel:

- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses;
- Salvage yards or storage of inoperable motor vehicles; and
- Any use in violation of the applicable zoning ordinance.

The enumeration of certain prohibited uses in this Agreement shall not be construed as permitting other uses.

4. ***DEVELOPMENT OF THE PARCEL***

A. *General*

The Subdivision Regulations of the City of Joliet (Ordinance No. 7208, as amended), shall apply in all respects to the Parcel. Any ambiguity or omission shall be resolved in favor of the applicability of the Subdivision Regulations.

B. *Building Design Standards*

All buildings, structures, or alterations hereafter constructed or made on the Parcel shall conform to the non-residential design standards then established by the City, currently codified at Section 47-15H of the Zoning Ordinance.

C. *Transfers*

The Owner shall be permitted to lift containers off a chassis in disrepair and place the container on a chassis suitable for use. The resulting transfers may result in temporary storage of containers and/or chassis as a part of the business operations. Storing of chassis and containers shall be permitted for a period of time not to exceed 7 days.

D. *Pavement of Yard Areas*

All outdoor areas of the Parcel used for vehicular access, display of inventory, materials storage, parking, outdoor storage, and similar uses, shall be paved in accordance with City requirements for commercial driveways and parking lots or as the Owner and the City may otherwise agree.

E. *Preliminary Concept Plan*

The Preliminary Concept Plan attached as Exhibit B is hereby approved as a general depiction of the potential development of the Parcel. The approval of the Preliminary Concept Plan is not intended to, and does not constitute, a variance, waiver, or modification of any zoning, subdivision, water or sanitary sewer, land

use, or construction requirement of the City. Similarly, the Preliminary Concept Plan does not impair or restrict the Parcel or development rights of the Owner.

5. ***MUNICIPAL AND PUBLIC UTILITIES***

Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, including, but not limited to the payment of water and sewer connection charges, shall apply in all respects to the Parcel and to the provision of water and sanitary sewer collection and treatment services to the Owner by the City, except as may be expressly and specifically provided for herein. Any ambiguity or omission shall be resolved in favor of the applicability of Article 31, as amended.

A. *Water Supply*

Upon annexation of the Parcel to the City, and the issuance of required permits and approvals by the City, and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City public water utility system. The Owner shall be responsible for extending the water lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

B. *Sanitary Sewer Service*

Upon annexation of the Parcel to the City and the issuance of required permits and approvals by the City and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City sanitary sewer utility system. The Owner shall be responsible for extending the sewer lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

6. ***DEVELOPMENT FEES***

A. *General*

In consideration of the approval of this Agreement by the City and the provision of municipal services to the Parcel, the Owner hereby agrees, for himself and his Successors, to timely pay in full the following items ("Development Fees") in accordance with the applicable ordinances, as such ordinances may be presently constituted or as may hereafter be amended:

(1) Water Connection Charge, Section 31-54 of the Code of Ordinances;

(2) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances;

(3) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;

(4) Public Library Disconnection Fee, Section 23-47 of the Code of Ordinances;

(5) Development Impact Fee, Section 23-60 of the Code of Ordinances; and

(6) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B)

B. *Stipulation Concerning Public Improvements and Development Fees*

The City and the Owner hereby irrevocably stipulate and acknowledge that the payment of the Development Fees required by this Agreement or the Subdivision Regulations are valid development requirements that are necessary to accommodate the increased population densities, increased vehicular and pedestrian traffic and increased need for additional public services and facilities and is specifically and uniquely attributable to the development of the Parcel.

C. *Waiver of Right to Contest Public Improvement Requirements or Development Fees*

The Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the payment of Development Fees or seek a refund or rebate thereof, or that would have the effect of invalidating such fees or impairing the collection thereof. In addition, the Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the provision of the roadway improvements and other public improvements required by this Agreement or the Subdivision Regulations at the Owner's sole cost and expense and without the right of recapture.

D. *Covenant Not to Sue*

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, not shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

(1) seeks to enjoin, restrain, condition or impair the enforcement of ordinances imposing, implementing or amending Development Fees or the provision of public improvements;

(2) seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;

(3) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or

(4) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;

(5) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;

(6) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

E. *Reliance by City*

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

F. *Other Taxes and Fees*

The payment of Development Fees and the provision of public improvements shall be in addition to any other tax, fee, charge, assessment or requirement levied or imposed by the City.

G. *Roadway Recapture*

The Owner acknowledges that they are responsible for the payment of a roadway improvement recapture fee (Ordinance # 18412).

H. *Payment in Lieu of Taxes (PILOT) Program*

The Owner acknowledges that it is responsible for payment of those amounts set forth in Ordinance #18194 establishing a PILOT program for payments for Truck Parking Facility as defined thereunder provided the Property is developed consistent with the concept plan proposed as set forth on Exhibit B, attached hereto. In the event the ultimate development of the Property so that the ratio of building square footage to total truck parking stalls is materially different, the City agrees to review the final development and apply the ordinance consistent with its intent.

7. ***APPLICABILITY OF CITY CODES AND ORDINANCES***

Unless otherwise specifically and expressly exempted by this Agreement, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City Codes and Ordinances including, but not limited to, the Code of Ordinances, the Zoning Ordinance and the Subdivision Regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the applicability of any other City code or ordinance.

8. ***NOTICES***

All notices required by this Agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice

shall be deemed served on the fourth day (excluding Sundays and legal holidays) after its deposit with the postal authorities.

Notice to City shall be addressed as follows:

City Manager
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

With a copy to:

Corporation Counsel
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

Notice to Owner shall be addressed as follows:

Matthew O'Mara
Whimsy Inc.
1901 S Busse Rd
Mt Prospect, IL 60056

With a copy to:

Law Offices of John F. Argoudelis, LLC
15124 S Route 59
Plainfield, Illinois 60544
[redacted]

The parties may hereafter agree in writing to accept service of notice in any other manner.

9. ***AMENDMENTS***

This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written Agreement.

Notwithstanding the foregoing, all or any portion of the Parcel may be rezoned upon the mutual Agreement of the City and the owner of record of the affected territory without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation Agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation Agreement.

Neither the City nor the Owner shall be obligated to amend this Agreement during its term and no action shall lie to compel such action or to compensate a party for an election not to amend this Agreement. Similarly, the City may elect not to rezone the Parcel during the term of this Agreement and such election shall not be justiciable.

10. ***FINAL AGREEMENT AND CONSTRUCTION***

This Agreement supersedes all prior Agreements, negotiations and exhibits and is a full and complete integration of the matters of assent existing between the parties. The express reference in this Agreement to a specific ordinance, resolution or other requirement of the City shall not be construed so as to waive any other such ordinance, resolution or requirement. It is the understanding of the parties that all ordinances and regulations of the City shall apply to the Parcel in all respects unless otherwise expressly

and specifically provided for herein. For purposes of construction, both the City and the Owner shall be deemed the authors of this Agreement.

11. ***ENFORCEMENT***

This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief, provided however, that an action for money damages shall not lie against the City or its officials. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) business days of the receipt of such notice.

12. ***SUCCESSORS***

This Agreement shall bind and inure to the benefit of each party and their successors in interest, including, but not limited to, their respective corporate authorities, heirs, successors, assigns, lessees, transferees, and licensees (“Successors”). The Owner may assign this Annexation Agreement to any of his related entities at any time without

objection or approval of the City of Joliet and shall then be relieved of any duties or responsibilities under the Annexation Agreement.

13. ***AGREEMENT AS COVENANT***

The terms and conditions of this Agreement shall constitute restrictive covenants or equitable servitudes running with the land. The City shall record this Agreement with the Recorder of Deeds.

14. ***SEVERABILITY***

If any provision, covenant, Agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, Agreement or portion of this Agreement, and to that end, every provisions, covenants, Agreements or portions of this Agreement is declared to be severable.

15. ***DURATION AND EFFECTIVE DATE***

This Agreement shall remain in effect for a term of twenty (20) years.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove first written.

CITY:

City of Joliet, an Illinois home rule municipal corporation

By: _____
Mayor, City of Joliet

Attest:

By: _____
City Clerk

OWNER:

Whimsy Joliet LLC

By: _____
Matthew O'Mara, CEO

EXHIBIT A

Legal Descriptions

23656 S. Houbolt Road (Formerly known as Vetter Road)

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

Permanent Tax No. 04-10-01-300-013-0000

PLAT OF ANNEXATION

OF

PART OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.
BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH

RECORD DESCRIPTION:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.



SITE LOCATION MAP

NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EXCEPTION

SOUTH LINE OF THE NORTH 1043.00'

04-10-01-300-017-0000
MARCHIO MICHAEL J
CATHERINE

EXISTING ZONING:
WILL COUNTY A-1

N 88°36'20" E 1238.73'

EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 1-34-9

EXISTING ZONING:
CITY OF JOLIET I-TC

157.57'

EXISTING ZONING:
WILL COUNTY A-1

CORPORATE LIMITS OF THE CITY OF JOLIET

EXISTING ZONING:
WILL COUNTY A-1

04-10-01-300-004-0000
NATURAL GAS
PIPELINE

82.50'

CORPORATE LIMITS OF THE CITY OF JOLIET

EXCEPTION

EAST LINE OF THE WEST 82.50'

S 01°41'43" E 251.00'

HEREBY ANNEXED TO THE CITY OF JOLIET

04-10-01-300-013-0000
WHIMSY JOLIET LLC

7.08 Acres ±

EXISTING ZONING:
WILL COUNTY A-1
PROPOSED ZONING:
CITY OF JOLIET I-1

N 01°36'29" W 246.84'

HOUBOLT ROAD
PUBLIC ROAD

04-10-01-400-007-0000
KAY ALT TRST LTC

WEST LINE OF HOUBOLT ROAD PER DOCUMENT R2021-087626

EAST LINE OF HOUBOLT ROAD PER DOCUMENT R2021-087626

82.50'

NORTH LINE OF THE SOUTH 30'

N 88°24'48" E 1238.34'

183.08'

30.00'

EXCEPTION

04-10-01-300-012-0000
CASKEY DANIEL RITA

EXISTING ZONING:
WILL COUNTY A-1

30.00'

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 1-34-9

NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 1-34-9

CORPORATE LIMITS OF THE CITY OF JOLIET

CORPORATE LIMITS OF THE CITY OF JOLIET

EXISTING ZONING:
CITY OF JOLIET I-1

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, KEITH E. BOLLINGER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF ANNEXATION OVER THE ABOVE CAPTIONED LANDS AND THAT THIS IS A CORRECT REPRESENTATION THEREOF, DATED AT SHOREWOOD, ILLINOIS THIS

10th DAY OF OCTOBER, 2025

[redacted]

Keith E. Bollinger, IPLS
Professional Land Surveyor No. 035-3592
Expires 11-30-2026

PROFESSIONAL LAND SURVEYOR
No. 035-3592
KEITH E. BOLLINGER
SHOREWOOD ILLINOIS
STATE OF ILLINOIS

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.007120

JLH LAND SURVEYING INC.
ARIZONA | ILLINOIS | INDIANA | WISCONSIN
815.729.4000 | WWW.JLHSURVEY.COM
910 GENEVA STREET | SHOREWOOD, IL 60404

SURVEY PREPARED FOR:
LAW OFFICES OF JOHN F. ARGOUDELIS
15124 ILLINOIS RTE 59
PLAINFIELD, ILLINOIS

DATE	REVISIONS	BY
4/10/26	ADD ZONING INFO AND SITE MAP	KB
4/14/26	COMMENTS	KB
5/18/26	ADD ZONING INFO	KB

PLAT OF ANNEXATION
23656 HOUBOLT ROAD
ELWOOD, ILLINOIS

FIELD WORK: DK&GP
DRAFTED BY: KB
PROJ SURV: KB
FIELD DATE: 9/22/25
SCALE: 1"=50'

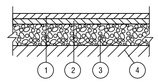
SHEET
1 OF 1

25-1040-110



FUELING TRUCK EXAMPLE*

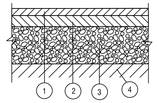
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

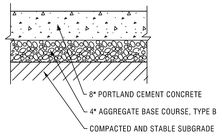
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

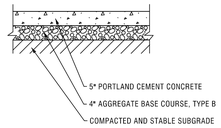
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

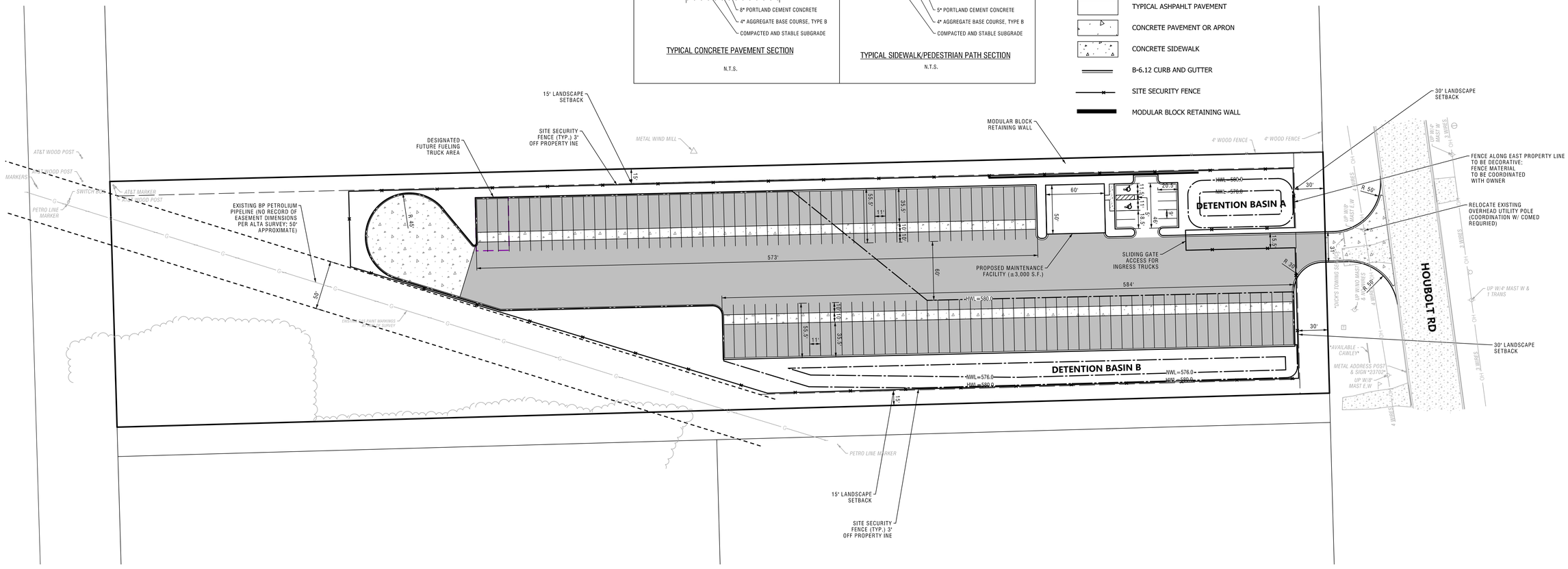
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

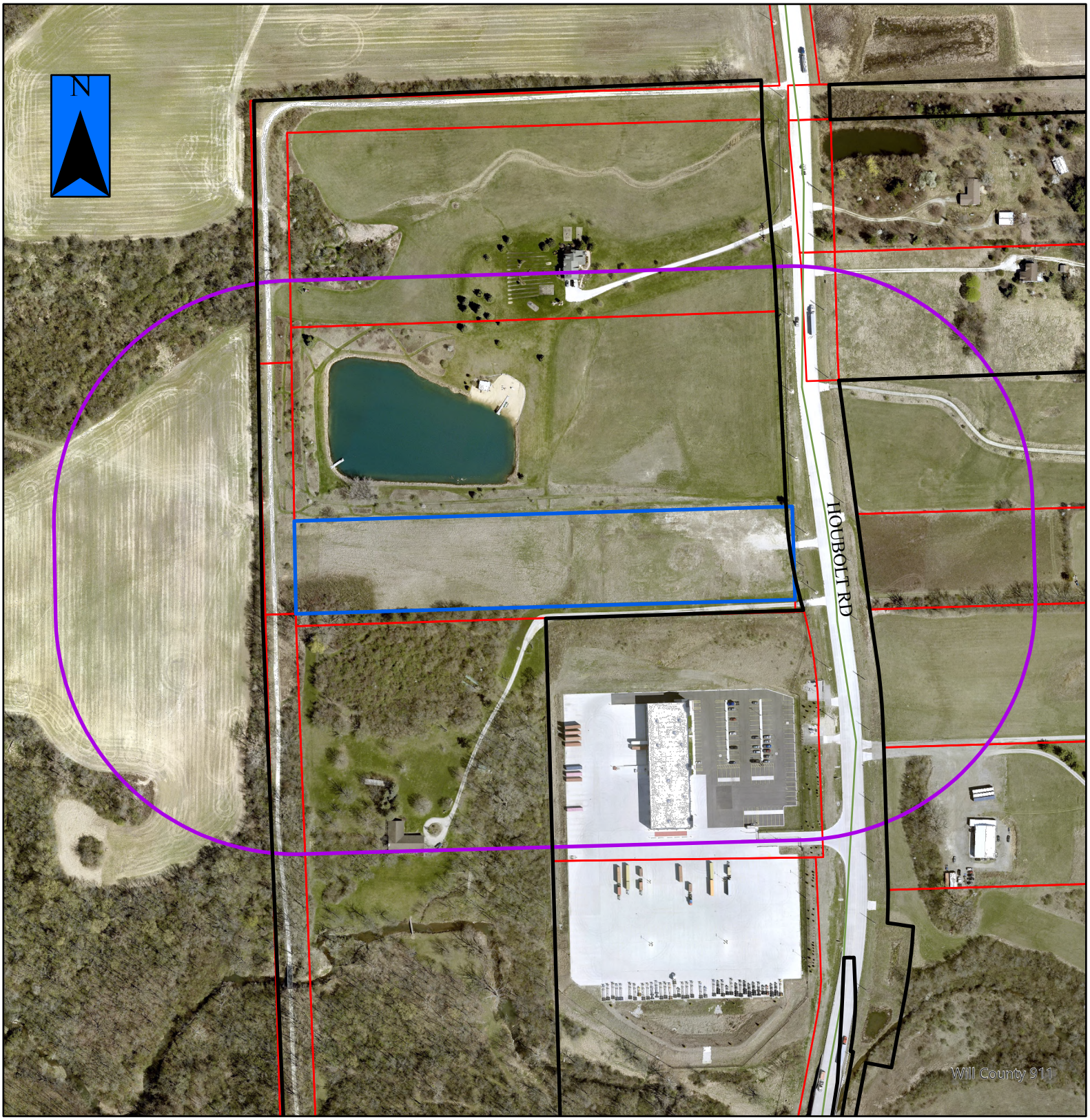
DATE: 2/5/26

JOB NO. 14327

SHEET P-GM

1 OF 2

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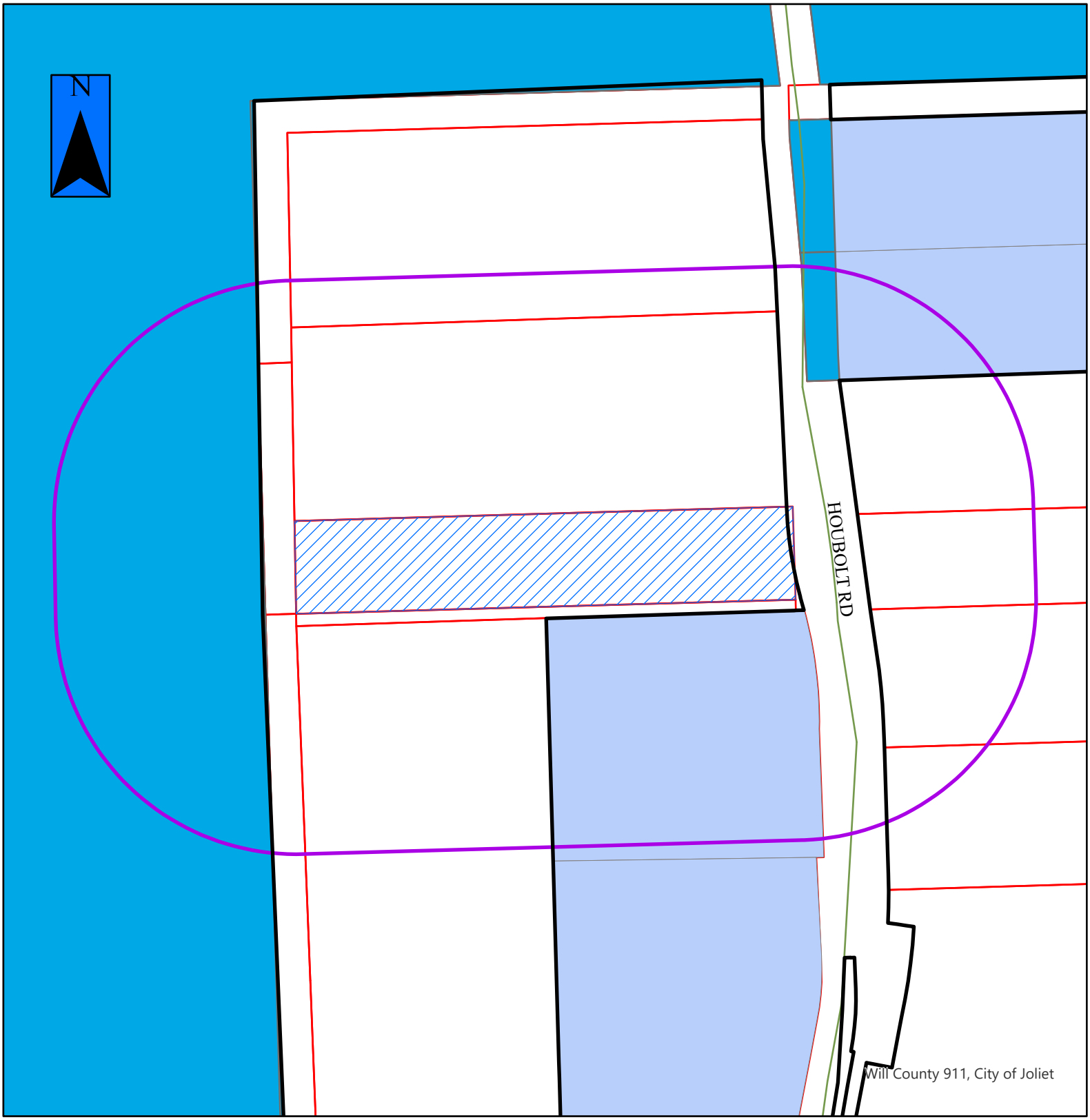
A-1-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

= City of Joliet



A-1-26

JOLIET PLANNING DIVISION

= Property in Question

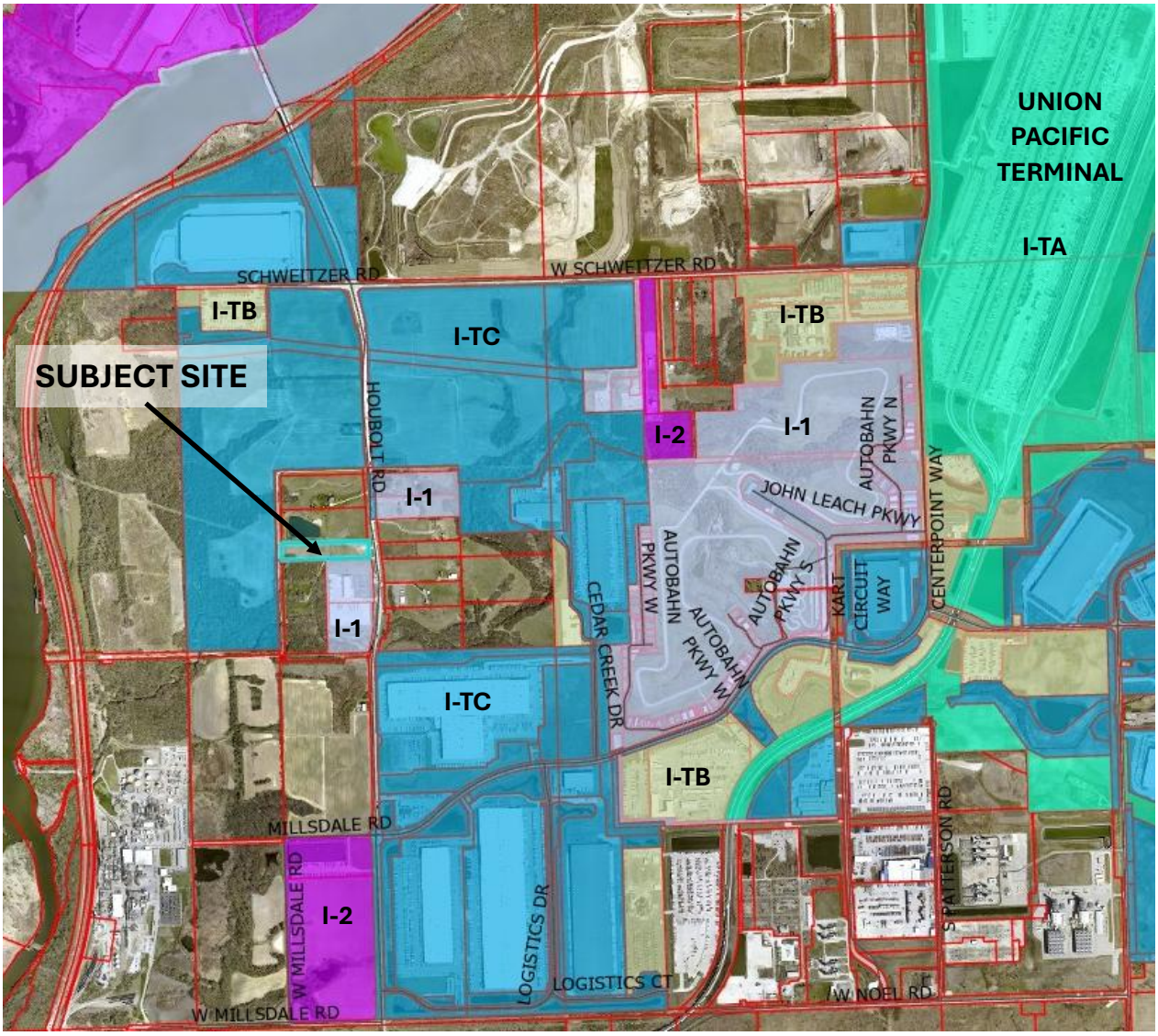
= 600' Public Notification Boundary

= City of Joliet

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown



Zoning
- B-1 (Neighborhood Business Districts)
- B-2 (Central Business Districts)
- B-3 (General Business Districts)
- I-1 (Light Industrial Districts)
- I-2 (General Industrial Districts)
- I-T (Intermodal Terminal)
- (I-TA) Intermodal Terminal--Intermodal Terminal
- (I-TB) Intermodal Terminal--Transportation Equipment
- (I-TC) Intermodal Terminal--Industrial Park

Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)



Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider



DATE: May 15, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: A-1-26: Annexation of 23656 S. Houbolt Road, Classification to the I-1 (Light Industrial) Zoning District, and Approval of an Annexation Agreement

GENERAL INFORMATION:

APPLICANT:	Whimsy Joliet LLC
STATUS OF APPLICANT:	Property Owner
OWNER:	Whimsy Joliet LLC
REQUESTED ACTION:	Approval of annexation of 7 acres and classification to I-1 zoning
PURPOSE:	To allow the development of a truck parking facility
EXISTING ZONING:	Will County A-1 (Agricultural)
LOCATION:	23656 S. Houbolt Road (04-10-01-300-013-0000) (Council District #5)
SIZE:	7 acres
EXISTING LAND USE:	Former farmstead

SURROUNDING LAND USE & ZONING:

NORTH: Rural residential, County A-1 (agricultural)
SOUTH: Rural residential driveway parcel, County A-1 (agricultural)
EAST: Houbolt Road right-of-way, City I-TC (intermodal terminal – industrial park); and rural residential, County A-1 (agricultural)
WEST: Pipeline parcel, County A-1 (agricultural)

SITE HISTORY: The 7-acre subject property is located within unincorporated Will County. The property previously contained a rural residence and is currently vacant. The subject site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the

Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The Houbolt Road right-of-way adjacent to the site was annexed into the City in 2021 and provides contiguity to the site for annexation.

The area surrounding the site is a mix of incorporated City of Joliet and unincorporated Will County. The incorporated properties have industrial zoning: two nearby sites at 3600 Houbolt Road and 3901 Houbolt Road are zoned I-1 (light industrial), and the surrounding CenterPoint properties are mainly zoned I-TC (intermodal terminal – industrial park), which permits warehousing, logistics, and manufacturing uses. The site at 3600 Houbolt Road is currently under development with a warehouse facility. The site at 3901 Houbolt Road, which is across the driveway parcel to the south of the subject site, is also owned by the petitioner. It currently contains a truck terminal for Whimsy Trucking that was approved through a special use permit in 2022 when the property was annexed. The surrounding unincorporated Will County properties contain rural residential uses and are zoned County A-1 (agricultural).

SPECIAL INFORMATION: The petitioner, Whimsy Joliet LLC, proposes to annex the subject site with a requested zoning classification of I-1 (light industrial) to allow the development of a truck parking facility for their freight carrier company, Whimsy Trucking. The I-1 district permits clean manufacturing, warehousing, and wholesaling activities. The proposed use as a trucking facility requires approval of a Special Use Permit per section 47-13.2A(E) of the Zoning Ordinance. The petitioner is also requesting mobile compressed natural gas (CNG) fueling and container storage and stacking as components of the proposed facility. These components require additional Variation of Use and Special Use petitions. These corresponding zoning petitions are scheduled to be reviewed by the Zoning Board of Appeals at their meeting on May 21, 2026.

Whimsy Trucking is a local freight carrier that provides transportation services related to intermodal freight hauling, transferring, and storage. They have headquarters in Mount Prospect, Illinois and several yards in the Chicagoland area. They currently operate a terminal at 3901 Houbolt Road that includes maintenance, parking, and dispatch operations. The proposed development at 23656 S. Houbolt Road would include a 3,000-square-foot office building, employee parking, and around 105 trailer parking stalls. According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The petitioner is requesting mobile CNG fueling as an accessory component of the facility. The fueling station is intended for use by the petitioner's fleet and is not open to the public.

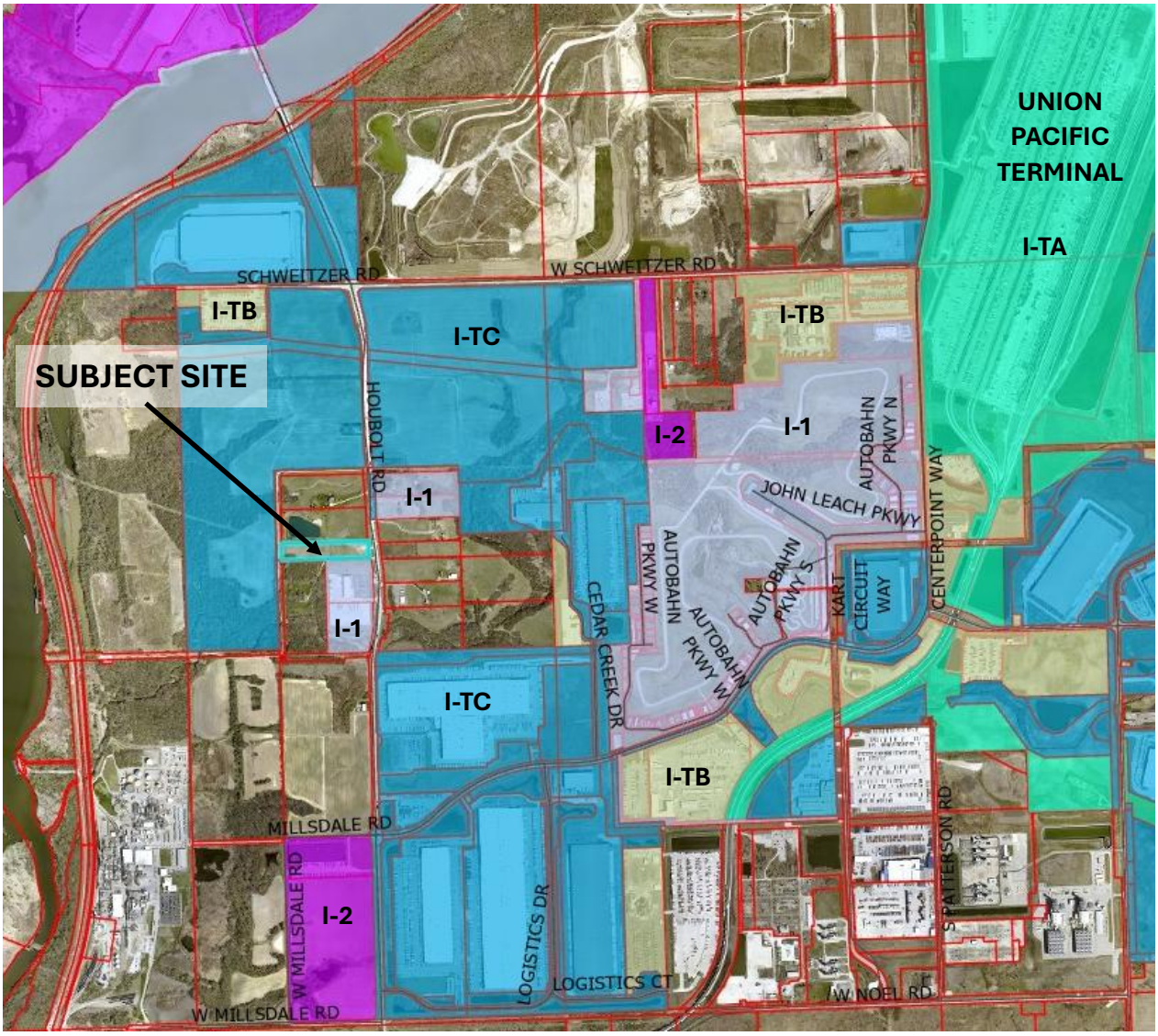
The mobile fueling unit would consist of CNG storage cylinders and a compression / fueling system mounted on a trailer, which would fit in a standard trailer stall in a designated location on site. The fueling system would be monitored and maintained by a licensed third-party fueling provider and filled several times per week via a CNG tube trailer or other delivery equipment. The system would be required to comply with the International Fire Code, including the installation of protective barriers around the unit. The mobile fueling request requires approval of a Variation of Use to allow above-ground fuel tanks in the I-1 district, which staff supports. The Variation of Use petition will require City Council review following the Zoning Board of Appeals meeting.

The petitioner is also requesting container storage and stacking up to three containers high at the proposed facility. This request requires approval of a Special Use Permit and Variation of Use because container storage is allowed as a special use in the I-2 (general industrial) district. Staff has recommended that the container storage be limited to unstacked containers and that no containers should be stored in the front 200 feet of the site. The Special Use Permit and Variation of Use petitions will require City Council review following the Zoning Board of Appeals meeting.

The annexation will include an annexation agreement that addresses water and sanitary sewer connections as well as recapture fees for utilities and roadway improvements from the reconstruction of Houbolt Road. The development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

RECOMMENDED ACTION: Approval of the requested annexation and classification to the I-1 (light industrial) zoning district will allow a 7-acre property to be developed as an industrial site within the City of Joliet and to connect to City utilities. Staff supports the classification to the I-1 zoning district based on the surrounding City zoning and land uses, which are consistent with this zoning district. The site has direct access to Houbolt Road, which was recently reconstructed to facilitate intermodal truck traffic through the area. The petitioner's proposal for a trucking facility with mobile CNG fueling and container storage requires additional zoning approvals through the Zoning Board of Appeals and City Council. If these corresponding petitions are approved, the petitioner plans to develop the property with an office and trailer parking area, as shown on the attached site plan.

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown



Zoning
- B-1 (Neighborhood Business Districts)
- B-2 (Central Business Districts)
- B-3 (General Business Districts)
- I-1 (Light Industrial Districts)
- I-2 (General Industrial Districts)
- I-T (Intermodal Terminal)
- (I-TA) Intermodal Terminal--Intermodal Terminal
- (I-TB) Intermodal Terminal--Transportation Equipment
- (I-TC) Intermodal Terminal--Industrial Park

Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)

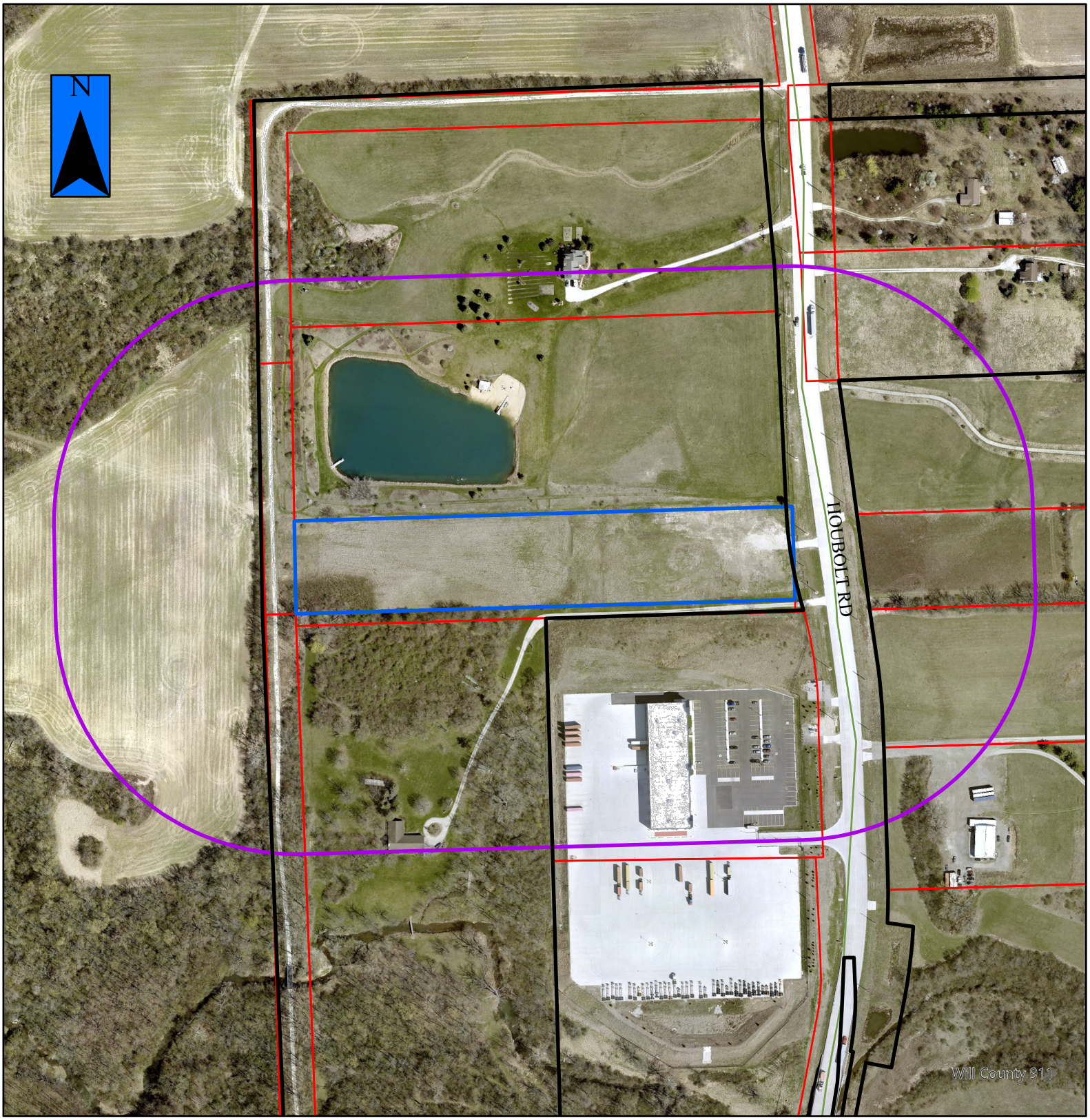


Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider





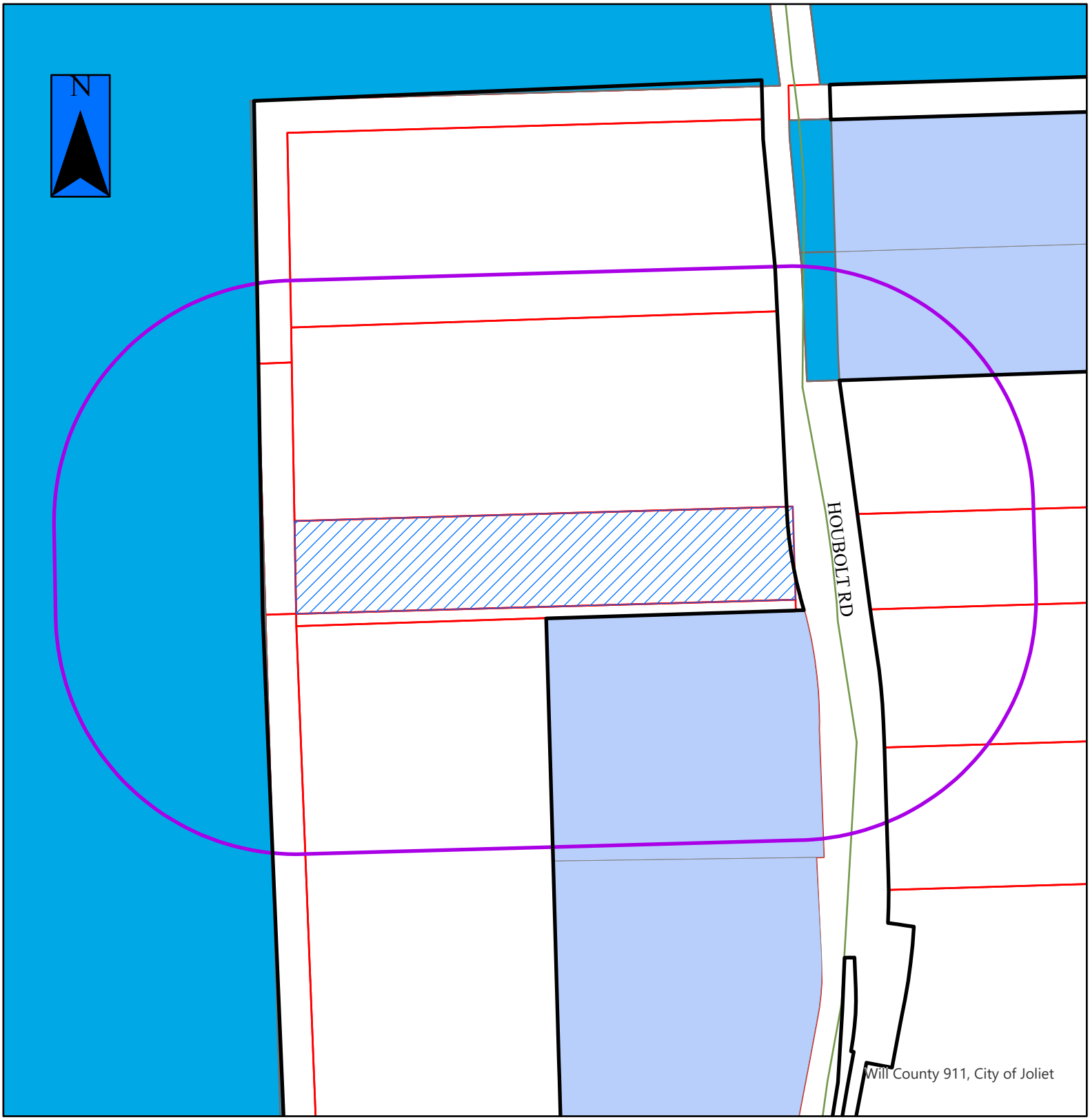
A-1-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

= City of Joliet



A-1-26

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

= City of Joliet

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

PLAT OF ANNEXATION

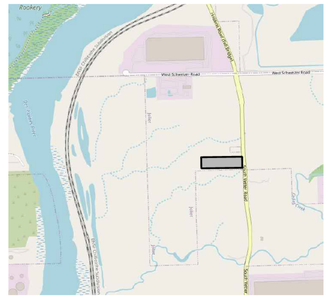
OF

PART OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.
BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH

RECORD DESCRIPTION:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.



SITE LOCATION MAP

NORTH L NE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EXCEPTION

SOUTH L NE OF THE NORTH 1043.00'

04-10-01-300-017-0000
MARCHIO MICHAEL J
CATHERINE

N 88°36'20" E 1238.73'

EAST L NE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EXIST NG ZONING:
CITY OF JOL ET I-TC

CORPORATE LIMITS OF THE CITY OF JOLIET

04-10-01-300-004-0000
NATURAL GAS PIPELINE

82.50'

EXCEPTION

EAST L NE OF THE WEST 82.50'

S 01°41'43" E 251.00'

82.50'

HEREBY ANNEXED TO THE CITY OF JOLIET

04-10-01-300-013-0000
WH MSY JOLIET LLC

7 08 Acres ±

EXISTING ZONING:
WILL COUNTY AG

PROPOSED ZONING:
CITY OF JOLIET I-1

N 01°38'29" W 246.84'

HOUBOLT ROAD
PUBLIC ROAD

WEST L NE OF HOUBOLT ROAD PER DOCUMENT R2021-060765

NORTH L NE OF THE SOUTH 30'

N 88°24'48" E 1238.34'

30.00'

EXCEPTION

04-10-01-300-012-0000
CASKEY DANIEL RITA

30.00'

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER

CORPORATE LIMITS OF THE CITY OF JOLIET

CORPORATE LIMITS OF THE CITY OF JOLIET

EXIST NG ZONING:
CITY OF JOLIET I-2

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, KEITH E. BOLLINGER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF ANNEXATION OVER THE ABOVE CAPTIONED LANDS AND THAT THIS IS A CORRECT REPRESENTATION THEREOF, DATED AT SHOREWOOD, ILLINOIS THIS

10th DAY OF OCTOBER, 2025

[redacted]

Keith E. Bollinger, IPLS
Professional Land Surveyor No. 035-3592
Expires 11-30-2026

PROFESSIONAL LAND SURVEYOR
No. 035-3592
KEITH E. BOLLINGER
SHOREWOOD
ILLINOIS
STATE OF ILLINOIS

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.007120

JLH LAND SURVEYING INC.
ARIZONA | ILLINOIS | INDIANA | WISCONSIN
815.726.4000 | WWW.JLHSURVEY.COM
910 SENECA STREET | SHOREWOOD, IL 60404

SURVEY PREPARED FOR:
LAW OFFICES OF JOHN F. ARGOUDELIS
15124 ILLINOIS RTE 59
PLAINFIELD, ILLINOIS

DATE	REVISIONS	BY
4/10/26	ADD ZONING INFO AND SITE MAP	KB

PLAT OF ANNEXATION
23656 HOUBOLT ROAD
ELWOOD, ILLINOIS

FIELD WORK: DK&GP
DRAFTED BY: KB
PROJ SURV: KB
FIELD DATE: 9/22/25
SCALE: 1"=50'

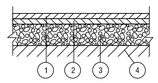
SHEET 1 OF 1

25-1040-110



FUELING TRUCK EXAMPLE*

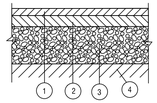
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

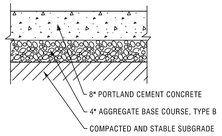
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

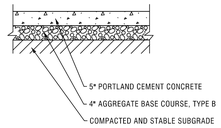
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

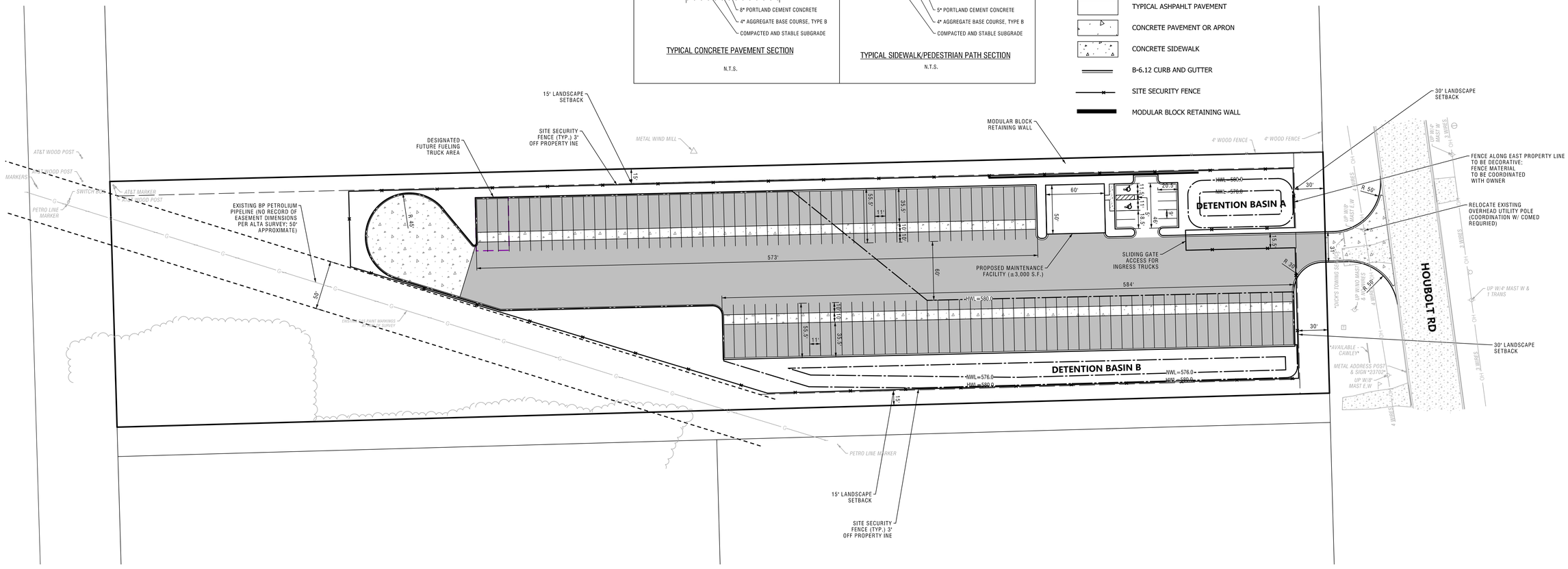
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

DATE: 2/5/26

JOB NO. 14327

SHEET P-GM

1 OF 2

N:\Projects 14000-14499\14327\PRELIM\P-CAD\14327P-GM.dgn Default User=nfonseca

STATE OF ILLINOIS)
) SS. **BEFORE THE MAYOR AND CITY COUNCIL**
COUNTY OF WILL) **OF THE CITY OF JOLIET, ILLINOIS**

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.

2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.

3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.

4. The Territory is not within the corporate limits of any municipality.

5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 02/20/2026

[redacted]
PETITIONER

Subscribed and Sworn to before me
this 20th day of February, 2026.

[redacted]
NOTARY PUBLIC

9/3/23

TARI C BATIANSILA SCHAUER
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
June 14, 2027

2-20-26

CASE NO._____
DATE FILED_____

ANNEXATION INFORMATION SHEET

(PLEASE PRINT CLEARYLY)

I. Applicant's information:

NAME OF APPLICANT(S):

Matthew		O'Mara	
FN	(MI)	(LN)	(Suffix)
FN	(MI)	(LN)	(Suffix)

[redacted]	[redacted]	[redacted]	[redacted]
HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
[redacted]	[redacted]	[redacted]	[redacted]
BUSINESS ADDRESS	CITY	STATE	ZIP CODE

CONTACT NUMBERS:

(H) [redacted] (W) (_____)_____ CELL (_____) _____

E-MAIL ADDRESS: [redacted]

II. Owner's information:

NAME OF OWNER(S): **(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing power.**

Matthew		O'Mara	
FN	(MI)	(LN)	(Suffix)
FN	(MI)	(LN)	(Suffix)

[redacted]			
HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
1901 S Busse Rd.	Mt. Prospect	IL	60056
BUSINESS ADDRESS	CITY	STATE	ZIP CODE

CONTACT NUMBERS:

(H) (_____)_____ (W) (_____)_____ CELL (_____) _____

E-MAIL ADDRESS: _____

In case of a land trust, attach a sheet with the name, address and telephone numbers of all trustees and beneficiaries of the trust.

III. Agent Authorization:

Please check one of the following:

_____ *I will represent my petition before the Plan Commission and the City Council of the City of Joliet.*

X *I hereby authorize the person named below to act as my agent in representing this application before the Plan Commission and the City Council of the City of Joliet.*

Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Please Print)

Clayton Rule — Agent's Name

Whimsy — Company Name *(If Applicable)*

[redacted] — Agent's Mailing Address City/State/Zip

[redacted] — Agent's Phone

(____)____ Area Code Mobile

(____)____ Area code Fax

Email address: [redacted]

If an agent is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent in processing this application before the City Council of the City of Joliet:

Owner's Signature(s): [redacted]

Date: 02/20/2024

Date: _____

IV. REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

NAME	ADDRESS	(____) Area Code Phone
NAME	ADDRESS	(____) Area Code Phone
NAME	ADDRESS	(____) Area Code Phone

v. Property information:

PROPERTY ADDRESS:

23656 S. Houbolt Road	Elwood	IL	Channahon	60421
PROPERTY ADDRESS	CITY	STATE	TOWNSHIP	ZIP CODE

PROPERTY IDENTIFICATION NUMBER (P.I.N. or tax number(s): 0410013000130000

LEGAL DESCRIPTION OF PROPERTY (OR ATTACH COPY OF "PLAT OF SURVEY"):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH _____ DEPTH _____ AREA _____

PRESENT LAND USE: VacantLand

EXISTING ZONING: AG - General Agricultural District

PROPOSED LAND USE AND/OR PURPOSE OF ANNEXATION: Industrial development trucking operation to support major rails within the area.

ZONING CLASSIFICATION REQUESTED: I-1 (Light Industrial)

USES OF SURROUNDING PROPERTIES:

NORTH _____ EAST _____

SOUTH _____ WEST _____

IMPORTANT

You must appear before the Plan Commission and the City Council to present your annexation request. A lawyer may appear on your behalf.

The undersigned understands that they are not entitled to any City of Joliet funding for public improvements by virtue of this annexation.

I hereby depose and say that all of the above statements are true and correct to the best of my information and behalf.

[redacted]
PETITIONER

02/20/2026
DATE

— N/A —
PETITIONER

— N/A —
DATE

Subscribed and Sworn to before me this 20th day of February, 2026.

[redacted]
NOTARY PUBLIC

9/3/23

TARI C BATIANSILA SCHAUER
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
June 14, 2027

2-20-26

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ____day of _____, 2026, by and between the City of Joliet, an Illinois home rule municipal corporation ("City") and Whimsy Joliet LLC, an Illinois Limited Liability Company ("Owner").

RECITALS

WHEREAS, the Owner is the owner of 23656 S. Houbolt Road (formerly known as Vetter Road), in Unincorporated Will County, Illinois, which property is referred to herein as the "Parcel" and is described in Exhibit "A"; and

WHEREAS, the Parcel is not within the corporate limits of any municipality but is contiguous to the City prior to its annexation by the City in accordance with the applicable provisions of the Illinois Municipal Code; and

WHEREAS, the City and the Owner desire that the City annex the Parcel and approve the development of the Parcel in accordance with this Agreement and the ordinances and regulations of the City; and

WHEREAS, a public hearing has been held in the manner provided by law regarding the annexation and zoning classification of the Parcel and the adoption and approval of this Agreement; and

WHEREAS, by a favorable vote of at least two-thirds of its corporate authorities then holding office, the City has passed a resolution approving this Agreement and authorizing its execution by the Mayor and City Clerk.

DRAFT

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Owner agree as follows:

1. ***INCORPORATION OF RECITALS***

The foregoing recitals are hereby incorporated into the body of this Agreement. Similarly, any exhibit referred to in this Agreement is hereby incorporated by reference as if fully set forth and repeated.

2. ***ANNEXATION OF THE PARCEL***

Concurrently with the approval of this Agreement, the City shall, by ordinance, annex the Parcel in accordance with applicable law.

3. ***ZONING OF THE PARCEL***

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact the following Ordinances:

A. An ordinance classifying the Parcel as I-1 (Light Industrial) zoning; and
B. An ordinance granting a Special Use Permit to allow a trucking facility that includes Compressed Natural Gas (CNG) fueling as an accessory component, within an I-1 (Light Industrial) Zoning District.
C. An ordinance granting a Special Use Permit to allow container storage and stacking up to 3 high
D. An ordinance granting a Variation of Use to allow container storage and stacking up to 3 high in the I-1 (light industrial) zoning district

DRAFT

E. An ordinance granting a Variation of Use to allow above-ground fueling tanks in the I-1 (light industrial) zoning district

The Zoning Ordinance of the City of Joliet (Ordinance No. 5285, as re-adopted pursuant to home rule authority by Ordinance No. 8730, as amended from time to time) ("Zoning Ordinance"), shall apply in all respects to the Parcel, except as may be expressly and specifically provided for herein. The City shall be permitted to amend the Zoning Ordinance or reclassify the Parcel during the effective term of this Agreement and thereafter in the manner set forth in the Zoning Ordinance or under law, except that the approved zoning uses as they pertain to the Parcel shall continue to be allowed despite such reclassification. Any ambiguity or omission shall be resolved in favor of the applicability of the Zoning Ordinance.

In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Parcel:

- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses;
- Salvage yards or storage of inoperable motor vehicles; and
- Any use in violation of the applicable zoning ordinance.

The enumeration of certain prohibited uses in this Agreement shall not be construed as permitting other uses.

4. ***DEVELOPMENT OF THE PARCEL***

A. *General*

DRAFT

The Subdivision Regulations of the City of Joliet (Ordinance No. 7208, as amended), shall apply in all respects to the Parcel. Any ambiguity or omission shall be resolved in favor of the applicability of the Subdivision Regulations.

B. *Building Design Standards*

All buildings, structures, or alterations hereafter constructed or made on the Parcel shall conform to the non-residential design standards then established by the City, currently codified at Section 47-15H of the Zoning Ordinance.

C. *Transfers*

The Owner shall be permitted to lift containers off a chassis in disrepair and place the container on a chassis suitable for use. The resulting transfers may result in temporary storage of containers and/or chassis as a part of the business operations. Storing of chassis and containers shall be permitted for a period of time not to exceed 7 days.

D. *Pavement of Yard Areas*

All outdoor areas of the Parcel used for vehicular access, display of inventory, materials storage, parking, outdoor storage, and similar uses, shall be paved in accordance with City requirements for commercial driveways and parking lots or as the Owner and the City may otherwise agree.

E. *Preliminary Concept Plan*

The Preliminary Concept Plan attached as Exhibit B is hereby approved as a general depiction of the potential development of the Parcel. The approval of the Preliminary Concept Plan is not intended to, and does not constitute, a variance, waiver, or modification of any zoning, subdivision, water or sanitary sewer, land

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use, or construction requirement of the City. Similarly, the Preliminary Concept Plan does not impair or restrict the Parcel or development rights of the Owner.

5. ***MUNICIPAL AND PUBLIC UTILITIES***

Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, including, but not limited to the payment of water and sewer connection charges, shall apply in all respects to the Parcel and to the provision of water and sanitary sewer collection and treatment services to the Owner by the City, except as may be expressly and specifically provided for herein. Any ambiguity or omission shall be resolved in favor of the applicability of Article 31, as amended.

A. *Water Supply*

Upon annexation of the Parcel to the City, and the issuance of required permits and approvals by the City, and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City public water utility system. The Owner shall be responsible for extending the water lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

B. *Sanitary Sewer Service*

Upon annexation of the Parcel to the City and the issuance of required permits and approvals by the City and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City sanitary sewer utility system. The Owner shall be responsible for extending the sewer lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

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6. ***DEVELOPMENT FEES***

A. *General*

In consideration of the approval of this Agreement by the City and the provision of municipal services to the Parcel, the Owner hereby agrees, for himself and his Successors, to timely pay in full the following items ("Development Fees") in accordance with the applicable ordinances, as such ordinances may be presently constituted or as may hereafter be amended:

(1) Water Connection Charge, Section 31-54 of the Code of Ordinances;

(2) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances;

(3) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;

(4) Public Library Disconnection Fee, Section 23-47 of the Code of Ordinances;

(5) Development Impact Fee, Section 23-60 of the Code of Ordinances; and

(6) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B)

B. *Stipulation Concerning Public Improvements and Development Fees*

The City and the Owner hereby irrevocably stipulate and acknowledge that the payment of the Development Fees required by this Agreement or the Subdivision Regulations are valid development requirements that are necessary to accommodate the increased population densities, increased vehicular and pedestrian traffic and increased need for additional public services and facilities and is specifically and uniquely attributable to the development of the Parcel.

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C. *Waiver of Right to Contest Public Improvement Requirements or Development Fees*

The Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the payment of Development Fees or seek a refund or rebate thereof, or that would have the effect of invalidating such fees or impairing the collection thereof. In addition, the Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the provision of the roadway improvements and other public improvements required by this Agreement or the Subdivision Regulations at the Owner's sole cost and expense and without the right of recapture.

D. *Covenant Not to Sue*

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, not shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

(1) seeks to enjoin, restrain, condition or impair the enforcement of ordinances imposing, implementing or amending Development Fees or the provision of public improvements;

(2) seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;

DRAFT

(3) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or

(4) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;

(5) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;

(6) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

E. *Reliance by City*

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

F. *Other Taxes and Fees*

The payment of Development Fees and the provision of public improvements shall be in addition to any other tax, fee, charge, assessment or requirement levied or imposed by the City.

G. *Roadway Recapture*

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The Owner acknowledges that they are responsible for the payment of a roadway improvement recapture fee (Ordinance # 18412).

H. *Payment in Lieu of Taxes (PILOT) Program*

The Owner acknowledges that it is responsible for payment of those amounts set forth in Ordinance #18194 establishing a PILOT program for payments for Truck Parking Facility as defined thereunder provided the Property is developed consistent with the concept plan proposed as set forth on Exhibit B, attached hereto. In the event the ultimate development of the Property so that the ratio of building square footage to total truck parking stalls is materially different, the City agrees to review the final development and apply the ordinance consistent with its intent.

7. ***APPLICABILITY OF CITY CODES AND ORDINANCES***

Unless otherwise specifically and expressly exempted by this Agreement, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City Codes and Ordinances including, but not limited to, the Code of Ordinances, the Zoning Ordinance and the Subdivision Regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the applicability of any other City code or ordinance.

8. ***NOTICES***

All notices required by this Agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice

DRAFT

shall be deemed served on the fourth day (excluding Sundays and legal holidays) after its deposit with the postal authorities.

Notice to City shall be addressed as follows:

City Manager
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

With a copy to:

Corporation Counsel
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

Notice to Owner shall be addressed as follows:

Matthew O'Mara
Whimsy Inc.
1901 S Busse Rd
Mt Prospect, IL 60056

With a copy to:

Law Offices of John F. Argoudelis, LLC
15124 S Route 59
Plainfield, Illinois 60544
[redacted]

The parties may hereafter agree in writing to accept service of notice in any other manner.

9. ***AMENDMENTS***

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This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written Agreement.

Notwithstanding the foregoing, all or any portion of the Parcel may be rezoned upon the mutual Agreement of the City and the owner of record of the affected territory without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation Agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation Agreement.

Neither the City nor the Owner shall be obligated to amend this Agreement during its term and no action shall lie to compel such action or to compensate a party for an election not to amend this Agreement. Similarly, the City may elect not to rezone the Parcel during the term of this Agreement and such election shall not be justiciable.

10. ***FINAL AGREEMENT AND CONSTRUCTION***

This Agreement supersedes all prior Agreements, negotiations and exhibits and is a full and complete integration of the matters of assent existing between the parties. The express reference in this Agreement to a specific ordinance, resolution or other requirement of the City shall not be construed so as to waive any other such ordinance, resolution or requirement. It is the understanding of the parties that all ordinances and regulations of the City shall apply to the Parcel in all respects unless otherwise expressly

DRAFT

and specifically provided for herein. For purposes of construction, both the City and the Owner shall be deemed the authors of this Agreement.

11. ***ENFORCEMENT***

This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief, provided however, that an action for money damages shall not lie against the City or its officials. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) business days of the receipt of such notice.

12. ***SUCCESSORS***

This Agreement shall bind and inure to the benefit of each party and their successors in interest, including, but not limited to, their respective corporate authorities, heirs, successors, assigns, lessees, transferees, and licensees (“Successors”). The Owner may assign this Annexation Agreement to any of his related entities at any time without

DRAFT

objection or approval of the City of Joliet and shall then be relieved of any duties or responsibilities under the Annexation Agreement.

13. ***AGREEMENT AS COVENANT***

The terms and conditions of this Agreement shall constitute restrictive covenants or equitable servitudes running with the land. The City shall record this Agreement with the Recorder of Deeds.

14. ***SEVERABILITY***

If any provision, covenant, Agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, Agreement or portion of this Agreement, and to that end, every provisions, covenants, Agreements or portions of this Agreement is declared to be severable.

15. ***DURATION AND EFFECTIVE DATE***

This Agreement shall remain in effect for a term of twenty (20) years.

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove first written.

CITY:

City of Joliet, an Illinois home rule municipal corporation

By: _____
Mayor, City of Joliet

Attest:

By: _____
City Clerk

OWNER:

Whimsy Joliet LLC

By: _____
Matthew O'Mara, CEO

DRAFT

EXHIBIT A

Legal Descriptions

23656 S. Houbolt Road (Formerly known as Vetter Road)

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

Permanent Tax No. 04-10-01-300-013-0000

DRAFT

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, May 21, 2026

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
Scott R. Hammac
John Kella
Wendell Martin
Debbie Radakovich
Michael F. Turk

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

ROLL CALL

Present Jason Cox, Jeff Crompton, Wendell Martin, Debbie Radakovich, Michael F. Turk and Scott R. Hammac

Absent Mike Eulitz

APPROVAL OF MINUTES

TMP-9794

Attachments: PC Meeting Minutes 04.16.26

A motion was made by Debbie Radakovich, seconded by Jeff Crompton, to approve: Approval of the April 16, 2026 Plan Commission Minutes. The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

TMP-9795

Attachments: PUD-5-26 & V-3-26 Staff Report Packet.pdf

Ms. Jayne Bernhard read the staff report into the record. Mr. Kyle Quinn, representing Vista Ridge Development LLC, appeared on behalf of the petitions. The Commissioners did not have any questions or comments. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Wendell Martin, seconded by Jeff Crompton, to approve: PUD-5-26: Amendment to the Final Plat of Vista Ridge Phase 1 Planned Unit Development. (2700 Vista Lane) (PIN # 00-06-26-248-006-0000) (COUNCIL DISTRICT #3)

V-3-26: Approval of a Vacation of a Public Utility and Drainage Easement for Vista Ridge Phase 1 Planned Unit Development. (2700 Vista Lane) (PIN # 00-06-26-248-006-0000) (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9796

Attachments: Staff Report P-5-26 & FP-1-26 Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Matthias Trizna, representing Northern Builders, Inc., appeared on behalf of the petitions. The Commissioners did not have any questions or comments. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to approve: P-5-26: Amendment to the Preliminary Plat of Cherry Hill Business Park (21) Subdivision. (Southeast corner of Cherry Hill Road and Spencer Road) (PIN #s 15-08-30-100-007-0000 and 15-08-30-100-006-0000) (COUNCIL DISTRICT #5)

FP-1-26: Approval of the Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2. (Southeast corner of Cherry Hill Road and Spencer Road) (PIN #s 15-08-30-100-007-0000 and 15-08-30-100-006-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9798

Attachments: Staff Report Packet A-1-26 (23656 S Houbolt Rd).pdf

Ms. Bernhard read the staff report into the record. Mr. John Argoudelis, representing the petitioner Whimsy Trucking, appeared on behalf of the petition. Commissioner Scott Hammock asked about potential oils and residues draining into the nearby pond. Mr. Argoudelis responded. Ms. Kathleen Garthus made a public comment in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Michael F. Turk, to approve: A-1-26: Annexation of 23656 S. Houbolt Road, Classification to the I-1 (Light Industrial) Zoning District, and Approval of an Annexation Agreement. (23656 S. Houbolt Road) (PIN # 04-10-01-300-013-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9799

Attachments: Staff Report Packet M-1-26 M-2-26 (Autobahn Country Club).pdf
Ordinance 15820 Cedar Creek Watershed Protection Area.pdf

Ms. Bernhard read the staff report into the record. Mr. David Silverman, representing the petitioner Autobahn Country Club, appeared on behalf of the petitions. The Commissioners did not have any questions or comments. There were no public comments made in favor of or in opposition to the petitions.

A motion was made by Debbie Radakovich, seconded by Michael F. Turk, to approve: M-1-26: Special Use Permit to allow development on a lot containing Cedar Creek Watershed Protection Area. (3795 CenterPoint Way) (PIN # 10-11-06-201-003-0000) (COUNCIL DISTRICT #5)

M-2-26: Amendment to the Master Development Plan for Autobahn Country Club. (3795 CenterPoint Way) (PIN #s 10-11-06-301-019-0000, 10-11-06-401-003-0010, 10-11-06-401-003-0020, 10-11-06-301-024-0000, 10-11-07-101-030-0000, 10-11-06-401-005-0000, 10-11-07-101-017-0000, 10-11-06-302-001-0000, 10-11-06-301-020-0000, 10-11-07-101-013-0000, 10-11-06-302-004-0000, 10-11-07-101-027-0000, 10-11-06-301-014-0000, 10-11-07-101-019-0000, 10-11-07-101-009-0000, 10-11-06-302-003-0000, 10-11-07-101-010-0000, 10-11-07-101-026-0000, 10-11-06-301-039-0000, 10-11-06-400-009-0000, 10-11-06-301-023-0000, 10-11-07-101-007-0000, 10-11-07-101-011-0000, 10-11-06-302-002-0000, 10-11-06-401-006-0000, 10-11-06-301-004-0000, 10-11-07-101-031-0000, 10-11-06-401-015-0010, 10-11-06-301-021-0000, 10-11-06-401-002-0010, 10-11-06-401-011-0000, 10-11-07-101-024-0000, 10-11-07-101-014-0000, 10-11-07-101-029-0000, 10-11-06-401-008-0000, 10-11-07-101-028-0000, 10-11-06-301-037-0000,10-11-06-401-002-0020, 10-11-06-401-009-0000, 10-11-07-101-025-0000, 10-11-07-101-008-0000, 10-11-07-101-021-0000, 10-11-07-101-022-0000, 10-11-06-301-002-0000, 10-11-06-301-018-0000, 10-11-06-401-010-0000, 10-11-06-401-012-0000, 10-11-06-301-015-0000, 10-11-06-301-012-0000, 10-11-06-401-014-0000, 10-11-06-301-022-0000, 10-11-06-301-010-0000, 10-11-07-101-023-0000, 10-11-06-401-007-0000, 10-11-06-301-013-0000, 10-11-07-101-018-0000, 10-11-06-301-034-0000, 10-11-06-301-017-0000, 10-11-07-101-015-0000, 10-11-07-101-033-0000, 10-11-06-401-004-0000, 10-11-06-301-005-0000, 10-11-07-101-003-0000, 10-11-07-101-004-0000, 10-11-06-301-016-0000, 10-11-06-401-013-0000, 10-11-06-301-011-0000, 10-11-07-101-012-0000, 10-11-07-101-006-0000, 10-11-07-102-011-0000, 10-11-06-301-025-0000, 10-11-06-400-019-0000, 10-11-06-301-003-0000, 10-11-07-101-016-0000, 10-11-07-101-005-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS

None

NEW BUSINESS

None

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Wendell Martin, seconded by Jeff Crompton, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 319-26

File ID: 319-26 **Type:** Public Hearing **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/03/2026

Final Action:

Title: Public Hearing for a Resolution Approving an Annexation Agreement for 23656 S. Houbolt Road (A-1-26)

Attachments: Resolution - Annexation Agreement 23656 S Houbolt.docx, Annexation Agreement 23656 S Houbolt_Redacted.pdf, Plat of Annexation 23656 S Houbolt_Redacted.pdf, Site Plan 23656 S Houbolt Rd.pdf, Maps and Site Photos A-1-26.pdf, Plan Commission Staff Report Packet A-1-26.pdf, Plan Commission Minutes 05-21-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/12/2026	Dustin Anderson	Approve	6/8/2026
1	2	6/12/2026	Todd Lenzie	Approve	6/16/2026
1	3	6/12/2026	Beth Beatty	Approve	6/16/2026

Memo

File #: 321-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with 23656 S. Houbolt Road:

Ordinance Approving the Annexation of 23656 S. Houbolt Road (A-1-26)

Ordinance Approving the Classification of 23656 S. Houbolt Road to the I-1 (Light Industrial) Zoning District (A-1-26)

BACKGROUND:
The petitioner and property owner, Whimsy Joliet LLC, is requesting approval of the annexation, classification to the I-1 (light industrial) zoning district, and approval of an annexation agreement for the 7-acre site at 23656 S. Houbolt Road. The purpose of the request is to develop the site with a truck parking facility for use by the petitioner's freight carrier company, Whimsy Trucking. The I-1 district permits clean manufacturing, warehousing, and wholesaling activities. Trucking facilities are allowed as special uses in the industrial zoning districts. The petitioner is also requesting mobile compressed natural gas (CNG) fueling and container storage and stacking as components of the proposed facility, which require additional variation of use and special use approvals.

The 7-acre subject site is within unincorporated Will County and currently has County A-1 (agricultural) zoning. The site previously contained a farmstead and is currently vacant. The site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The Houbolt Road right-of-way adjacent to the site was annexed into the City in 2021 and provides contiguity to the site for annexation.

The area surrounding the subject site is a mix of incorporated City of Joliet and unincorporated Will County. The surrounding incorporated City properties have industrial zoning: two nearby sites at 3600 Houbolt Road and 3901 Houbolt Road are zoned I-1 (light industrial), and the surrounding CenterPoint properties are mainly zoned I-TC (intermodal terminal - industrial park), which permits warehousing, logistics, and manufacturing uses. The property at 3600 Houbolt Road was annexed in 2023 and is currently under development with a warehouse facility. The site at 3901 Houbolt Road, which is also owned by the petitioner, was annexed in 2022 and contains a truck terminal for Whimsy Trucking. The surrounding unincorporated Will County properties contain rural residential uses and are zoned County A-1 (agricultural).

Whimsy Trucking provides transportation services related to intermodal freight hauling, transferring,

and storage. They have headquarters in Mount Prospect, Illinois and several yards in the Chicagoland area. The Whimsy terminal directly south of the subject site at 3901 Houbolt Road includes maintenance, parking, and dispatch operations. The proposed truck parking facility at 23656 S. Houbolt Road would include a 3,000-square-foot office building, employee parking, and around 105 trailer parking stalls. According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The petitioner is requesting mobile compressed natural gas (CNG) fueling as an accessory component of the facility. The mobile fueling station would resemble a standard utility trailer and be placed in a designated location on site. The fueling station is intended for use by the petitioner's fleet and would not be open to the public. The mobile fueling request requires approval of a Variation of Use to allow above-ground fuel tanks in the I-1 (light industrial) district. The petitioner is also requesting container storage and stacking up to three containers high at the proposed facility. This request requires approval of a Special Use Permit and Variation of Use because container storage is allowed as a special use in the I-2 (general industrial) district.

The annexation will include an annexation agreement that addresses water and sanitary sewer connections as well as recapture fees for utilities and roadway improvements from the reconstruction of Houbolt Road. Future development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments. If the Special Use Permit for a truck parking facility is approved, the trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance.

Approval of the requested annexation and classification to the I-1 (light industrial) zoning district will allow a 7-acre property to be developed as an industrial site within the City of Joliet and to connect to City utilities. The requested zoning classification to the I-1 zoning district is consistent with the surrounding City zoning and land uses. The site has direct access to Houbolt Road, which was recently reconstructed to facilitate intermodal truck traffic through the area.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on this matter at their meeting on May 21, 2026. John Argoudelis, attorney, represented the petition. One person spoke in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Jeff Crompton moved that the Plan Commission recommend approval of the annexation, classification to the I-1 (light industrial) district, and approval of an annexation agreement, located at 23656 S. Houbolt Road.

Michael F. Turk seconded the motion, which passed with six (6) aye votes and no nay votes. Voting aye were: Cox, Crompton, Martin, Radakovich, Turk, and Hammac. Voting nay were: none. Absent were: Eulitz.

RECOMMENDATION:
Staff concurs with the recommendation of the Plan Commission and recommends that the Mayor and City Council approve the following:

1. Ordinance Approving the Annexation of 23656 S. Houbolt Road

2. Ordinance Approving the Classification of 23656 S. Houbolt Road to the I-1 (Light Industrial) Zoning District

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF JOLIET
(23656 S. Houbolt Road)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The territory described in Exhibit A is hereby annexed to and declared a part of the City of Joliet, and the corporate limits of the City of Joliet are hereby extended to include the subject property and all adjacent roadways not already within the corporate limits of any municipality. The territory described herein shall be included within the Councilmanic District set forth below, and the ordinance establishing and describing the Councilmanic Districts is hereby amended accordingly.

SECTION 2: The owner of record of the territory being annexed pursuant to this Ordinance shall hereafter be subject to all ordinances, resolutions, regulations and other lawful requirements as other territory located within the City of Joliet and shall be liable for the faithful and timely payment of all taxes, contributions and fees, including, but not be limited to, the School Site Contribution, the Park Site Contribution Ordinance, the Water Connection Charge, the Sanitary Sewer Connection Charge the Fire Protection District Disconnection Fee, the Public Library District Disconnection Fee, the Development Impact Fee and Assurances for Public Improvements.

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portions of this Ordinance. In the event the imposition of fees under Section 2 hereof is deemed invalid, such invalidity shall not affect the annexation made pursuant to this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage. The City Clerk shall file a plat of annexation of the subject property with the County Clerk, the Recorder of Deeds and the Township Assessor.

PASSED this ___ day of _____, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 04-10-01-300-013-0000
ADDRESS: 23656 S. Houbolt Road
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-1-26
COUNCILMANIC DISTRICT NO.: 5

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

PIN: 04-10-01-300-013-0000

PLAT OF ANNEXATION

OF

PART OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.
BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH

RECORD DESCRIPTION:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.



SITE LOCATION MAP

NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EXCEPTION

SOUTH LINE OF THE NORTH 1043.00'

04-10-01-300-017-0000
MARCHIO MICHAEL J
CATHERINE

EXISTING ZONING:
WILL COUNTY A-1

N 88°36'20" E 1238.73'

EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 1-34-9

EXISTING ZONING:
CITY OF JOLIET I-TC

157.57'

EXISTING ZONING:
WILL COUNTY A-1

CORPORATE LIMITS OF THE CITY OF JOLIET

EXISTING ZONING:
WILL COUNTY A-1

04-10-01-300-004-0000
NATURAL GAS
PIPELINE

82.50'

CORPORATE LIMITS OF THE CITY OF JOLIET

EXCEPTION

EAST LINE OF THE WEST 82.50'

S 01°41'43" E 251.00'

HEREBY ANNEXED TO THE CITY OF JOLIET

04-10-01-300-013-0000
WHIMSY JOLIET LLC

7.08 Acres ±

EXISTING ZONING:
WILL COUNTY A-1
PROPOSED ZONING:
CITY OF JOLIET I-1

N 01°36'29" W 246.84'

HOUBOLT ROAD
PUBLIC ROAD

04-10-01-400-007-0000
KAY ALT TRST LTC

WEST LINE OF HOUBOLT ROAD PER DOCUMENT R2021-087626

EAST LINE OF HOUBOLT ROAD PER DOCUMENT R2021-087626

82.50'

NORTH LINE OF THE SOUTH 30'

N 88°24'48" E 1238.34'

183.08'

30.00'

EXCEPTION

04-10-01-300-012-0000
CASKEY DANIEL RITA

EXISTING ZONING:
WILL COUNTY A-1

30.00'

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 1-34-9

NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 1-34-9

CORPORATE LIMITS OF THE CITY OF JOLIET

CORPORATE LIMITS OF THE CITY OF JOLIET

EXISTING ZONING:
CITY OF JOLIET I-1

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, KEITH E. BOLLINGER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF ANNEXATION OVER THE ABOVE CAPTIONED LANDS AND THAT THIS IS A CORRECT REPRESENTATION THEREOF, DATED AT SHOREWOOD, ILLINOIS THIS

10th DAY OF OCTOBER, 2025

[redacted]

Keith E. Bollinger, IPLS
Professional Land Surveyor No. 035-3592
Expires 11-30-2026

PROFESSIONAL LAND SURVEYOR
No. 035-3592
KEITH E. BOLLINGER
SHOREWOOD ILLINOIS
STATE OF ILLINOIS

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.007120

JLH LAND SURVEYING INC.
ARIZONA | ILLINOIS | INDIANA | WISCONSIN
815.729.4000 | WWW.JLHSURVEY.COM
910 GENEVA STREET | SHOREWOOD, IL 60404

SURVEY PREPARED FOR:
LAW OFFICES OF JOHN F. ARGOUDELIS
15124 ILLINOIS RTE 59
PLAINFIELD, ILLINOIS

DATE	REVISIONS	BY
4/10/26	ADD ZONING INFO AND SITE MAP	KB
4/14/26	COMMENTS	KB
5/18/26	ADD ZONING INFO	KB

PLAT OF ANNEXATION
23656 HOUBOLT ROAD
ELWOOD, ILLINOIS

FIELD WORK: DK&GP
DRAFTED BY: KB
PROJ SURV: KB
FIELD DATE: 9/22/25
SCALE: 1"=50'

SHEET
1 OF 1

25-1040-110

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JOLIET (ORDINANCE NO. 5285, AS AMENDED) FOR THE CLASSIFICATION OF NEWLY ANNEXED PROPERTY (23656 S. Houbolt Road)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, is hereby amended with the classification of the real property described in Exhibit A to I-1 (Light Industrial) zoning. The official zoning map of the City of Joliet shall be amended to reflect the classification of the subject property.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 04-10-01-300-013-0000
ADDRESS: 23656 S. Houbolt Road
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-1-26
COUNCILMANIC DISTRICT NO.: 5

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

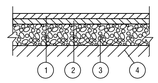
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

PIN: 04-10-01-300-013-0000



FUELING TRUCK EXAMPLE*

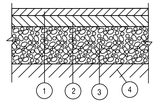
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

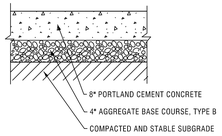
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

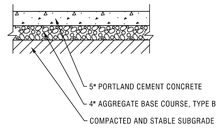
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

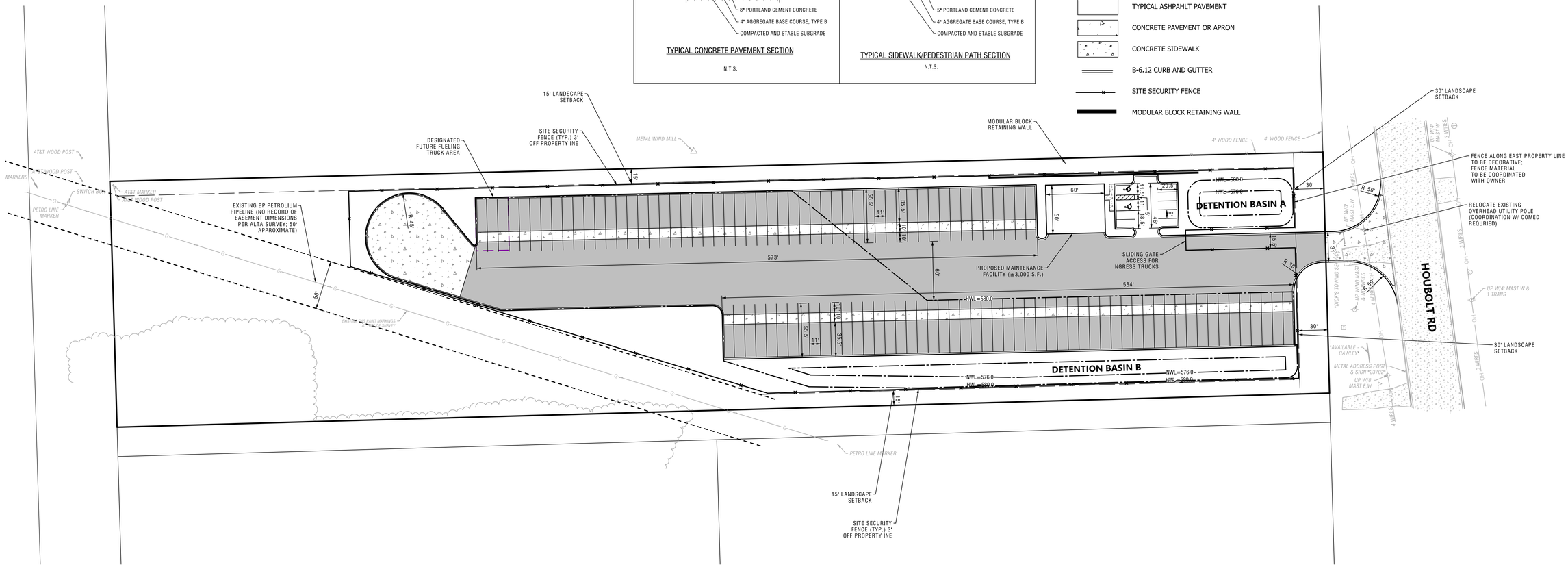
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

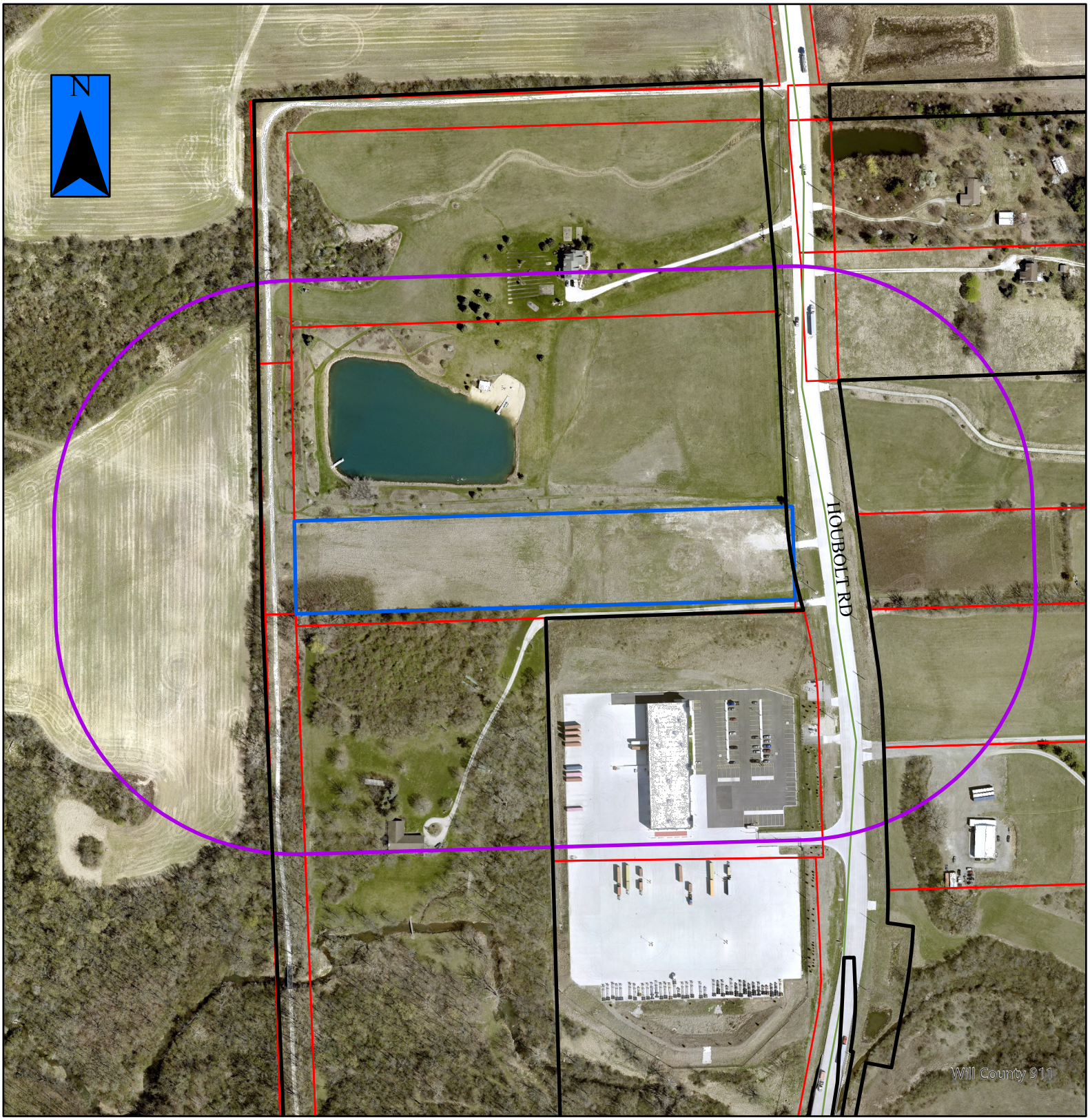
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JOB NO. 14327

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1 OF 2

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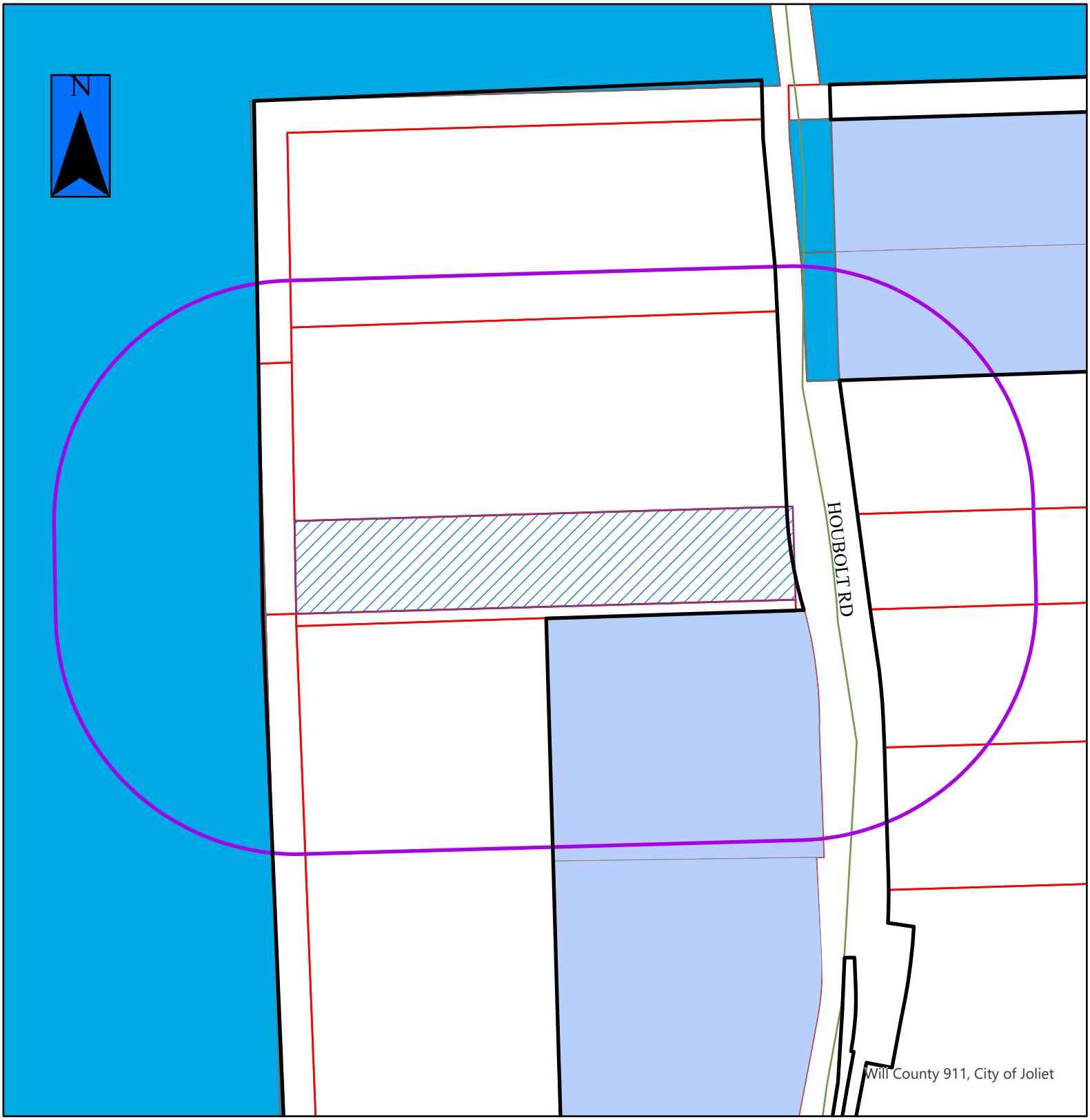
A-1-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

= City of Joliet



A-1-26

JOLIET PLANNING DIVISION

= Property in Question

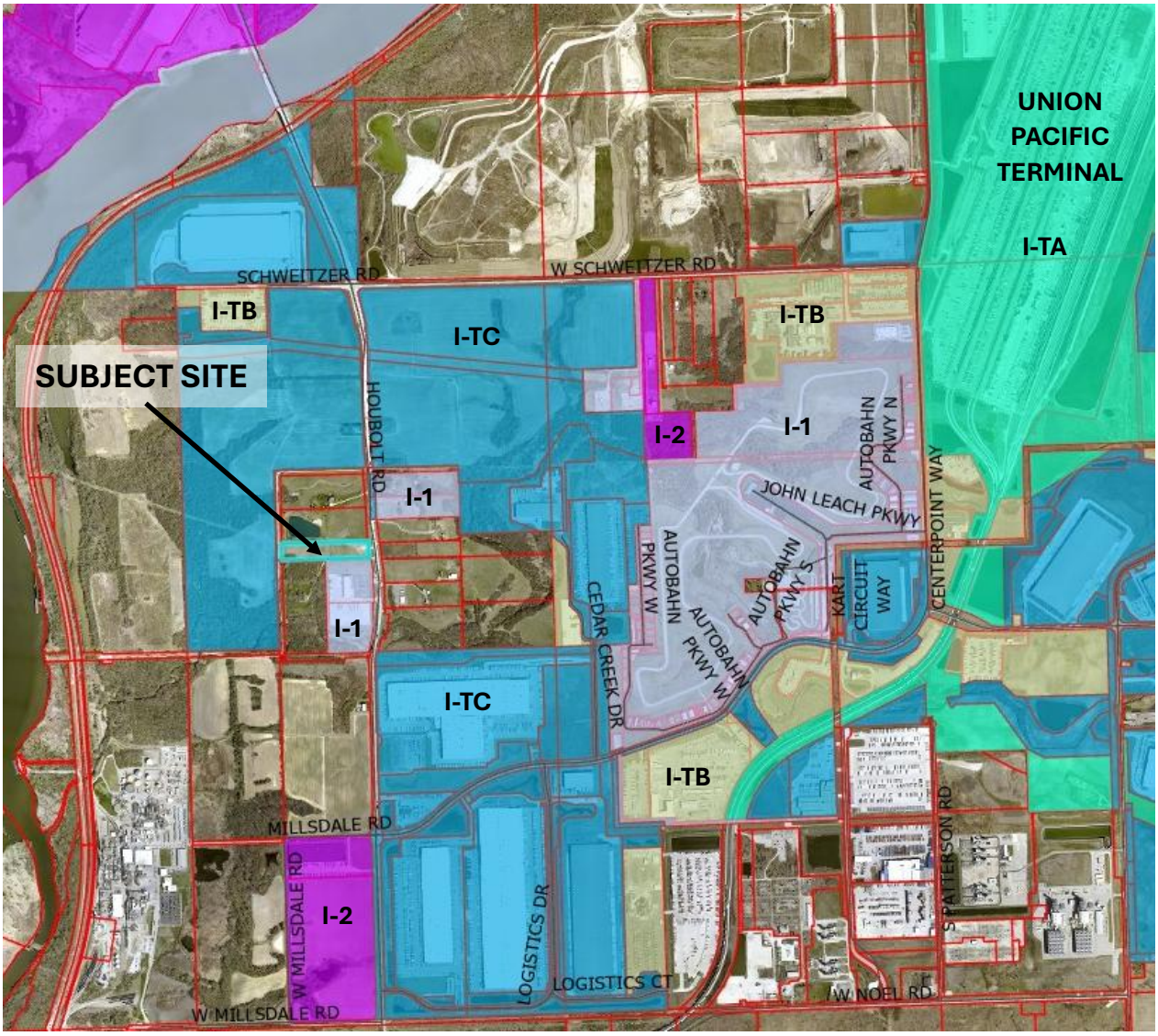
= 600' Public Notification Boundary

= City of Joliet

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown



Zoning
- B-1 (Neighborhood Business Districts)
- B-2 (Central Business Districts)
- B-3 (General Business Districts)
- I-1 (Light Industrial Districts)
- I-2 (General Industrial Districts)
- I-T (Intermodal Terminal)
- (I-TA) Intermodal Terminal--Intermodal Terminal
- (I-TB) Intermodal Terminal--Transportation Equipment
- (I-TC) Intermodal Terminal--Industrial Park

Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)



Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider



DATE: May 15, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: A-1-26: Annexation of 23656 S. Houbolt Road, Classification to the I-1 (Light Industrial) Zoning District, and Approval of an Annexation Agreement

GENERAL INFORMATION:

APPLICANT:	Whimsy Joliet LLC
STATUS OF APPLICANT:	Property Owner
OWNER:	Whimsy Joliet LLC
REQUESTED ACTION:	Approval of annexation of 7 acres and classification to I-1 zoning
PURPOSE:	To allow the development of a truck parking facility
EXISTING ZONING:	Will County A-1 (Agricultural)
LOCATION:	23656 S. Houbolt Road (04-10-01-300-013-0000) (Council District #5)
SIZE:	7 acres
EXISTING LAND USE:	Former farmstead

SURROUNDING LAND USE & ZONING:

NORTH: Rural residential, County A-1 (agricultural)
SOUTH: Rural residential driveway parcel, County A-1 (agricultural)
EAST: Houbolt Road right-of-way, City I-TC (intermodal terminal – industrial park); and rural residential, County A-1 (agricultural)
WEST: Pipeline parcel, County A-1 (agricultural)

SITE HISTORY: The 7-acre subject property is located within unincorporated Will County. The property previously contained a rural residence and is currently vacant. The subject site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the

Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The Houbolt Road right-of-way adjacent to the site was annexed into the City in 2021 and provides contiguity to the site for annexation.

The area surrounding the site is a mix of incorporated City of Joliet and unincorporated Will County. The incorporated properties have industrial zoning: two nearby sites at 3600 Houbolt Road and 3901 Houbolt Road are zoned I-1 (light industrial), and the surrounding CenterPoint properties are mainly zoned I-TC (intermodal terminal – industrial park), which permits warehousing, logistics, and manufacturing uses. The site at 3600 Houbolt Road is currently under development with a warehouse facility. The site at 3901 Houbolt Road, which is across the driveway parcel to the south of the subject site, is also owned by the petitioner. It currently contains a truck terminal for Whimsy Trucking that was approved through a special use permit in 2022 when the property was annexed. The surrounding unincorporated Will County properties contain rural residential uses and are zoned County A-1 (agricultural).

SPECIAL INFORMATION: The petitioner, Whimsy Joliet LLC, proposes to annex the subject site with a requested zoning classification of I-1 (light industrial) to allow the development of a truck parking facility for their freight carrier company, Whimsy Trucking. The I-1 district permits clean manufacturing, warehousing, and wholesaling activities. The proposed use as a trucking facility requires approval of a Special Use Permit per section 47-13.2A(E) of the Zoning Ordinance. The petitioner is also requesting mobile compressed natural gas (CNG) fueling and container storage and stacking as components of the proposed facility. These components require additional Variation of Use and Special Use petitions. These corresponding zoning petitions are scheduled to be reviewed by the Zoning Board of Appeals at their meeting on May 21, 2026.

Whimsy Trucking is a local freight carrier that provides transportation services related to intermodal freight hauling, transferring, and storage. They have headquarters in Mount Prospect, Illinois and several yards in the Chicagoland area. They currently operate a terminal at 3901 Houbolt Road that includes maintenance, parking, and dispatch operations. The proposed development at 23656 S. Houbolt Road would include a 3,000-square-foot office building, employee parking, and around 105 trailer parking stalls. According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The petitioner is requesting mobile CNG fueling as an accessory component of the facility. The fueling station is intended for use by the petitioner's fleet and is not open to the public.

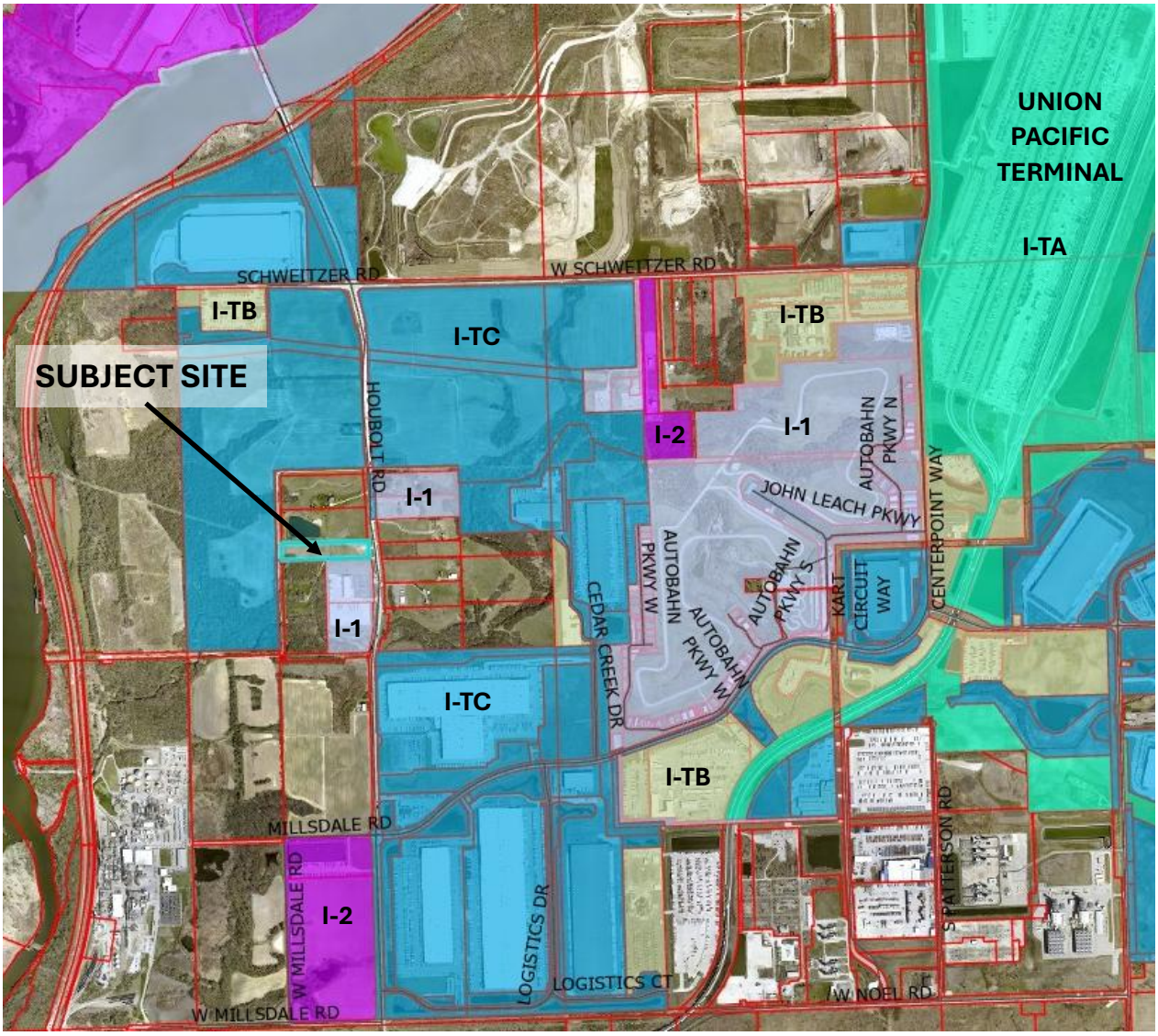
The mobile fueling unit would consist of CNG storage cylinders and a compression / fueling system mounted on a trailer, which would fit in a standard trailer stall in a designated location on site. The fueling system would be monitored and maintained by a licensed third-party fueling provider and filled several times per week via a CNG tube trailer or other delivery equipment. The system would be required to comply with the International Fire Code, including the installation of protective barriers around the unit. The mobile fueling request requires approval of a Variation of Use to allow above-ground fuel tanks in the I-1 district, which staff supports. The Variation of Use petition will require City Council review following the Zoning Board of Appeals meeting.

The petitioner is also requesting container storage and stacking up to three containers high at the proposed facility. This request requires approval of a Special Use Permit and Variation of Use because container storage is allowed as a special use in the I-2 (general industrial) district. Staff has recommended that the container storage be limited to unstacked containers and that no containers should be stored in the front 200 feet of the site. The Special Use Permit and Variation of Use petitions will require City Council review following the Zoning Board of Appeals meeting.

The annexation will include an annexation agreement that addresses water and sanitary sewer connections as well as recapture fees for utilities and roadway improvements from the reconstruction of Houbolt Road. The development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

RECOMMENDED ACTION: Approval of the requested annexation and classification to the I-1 (light industrial) zoning district will allow a 7-acre property to be developed as an industrial site within the City of Joliet and to connect to City utilities. Staff supports the classification to the I-1 zoning district based on the surrounding City zoning and land uses, which are consistent with this zoning district. The site has direct access to Houbolt Road, which was recently reconstructed to facilitate intermodal truck traffic through the area. The petitioner's proposal for a trucking facility with mobile CNG fueling and container storage requires additional zoning approvals through the Zoning Board of Appeals and City Council. If these corresponding petitions are approved, the petitioner plans to develop the property with an office and trailer parking area, as shown on the attached site plan.

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown



Zoning
- B-1 (Neighborhood Business Districts)
- B-2 (Central Business Districts)
- B-3 (General Business Districts)
- I-1 (Light Industrial Districts)
- I-2 (General Industrial Districts)
- I-T (Intermodal Terminal)
- (I-TA) Intermodal Terminal--Intermodal Terminal
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Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)

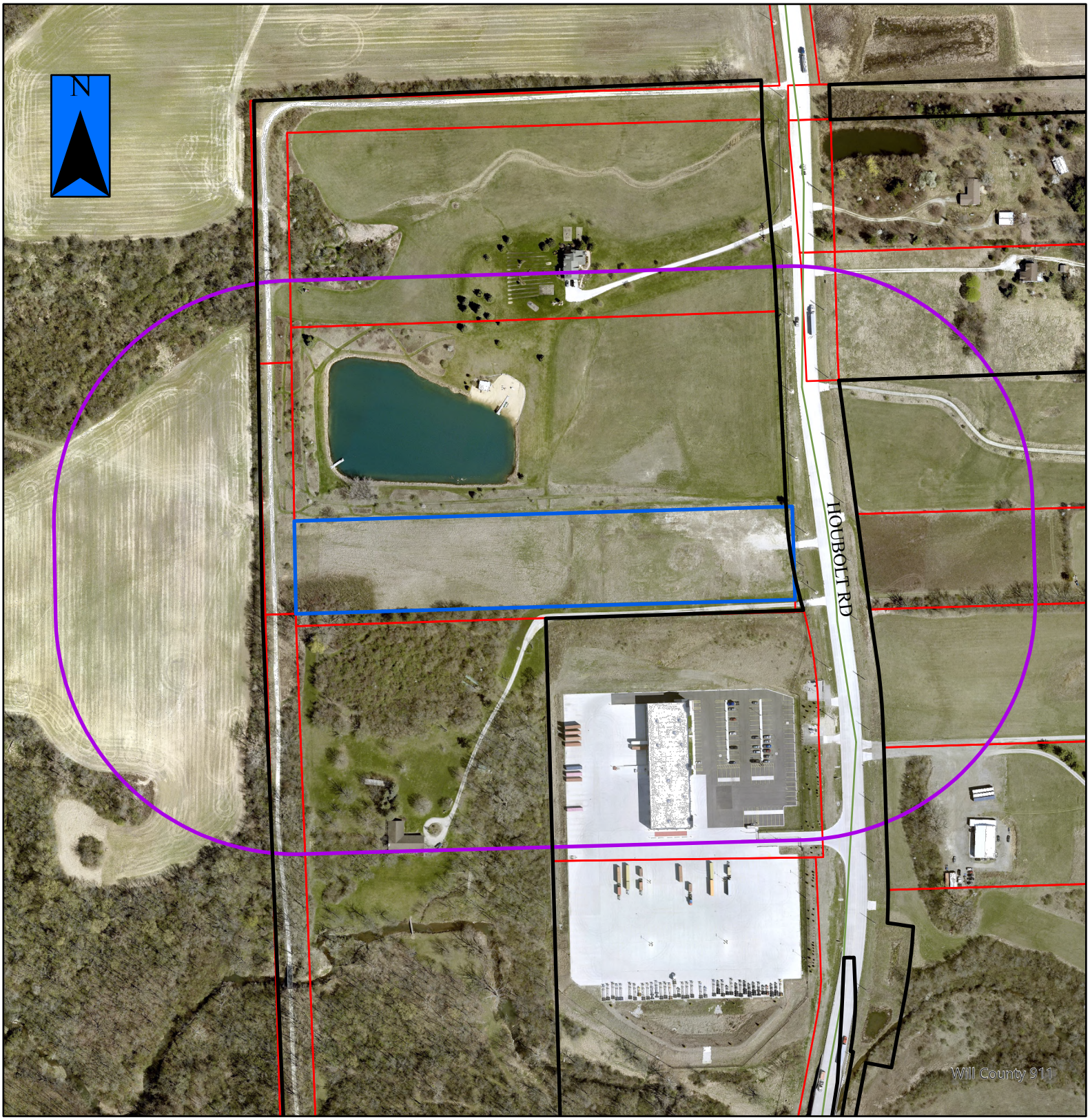


Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider





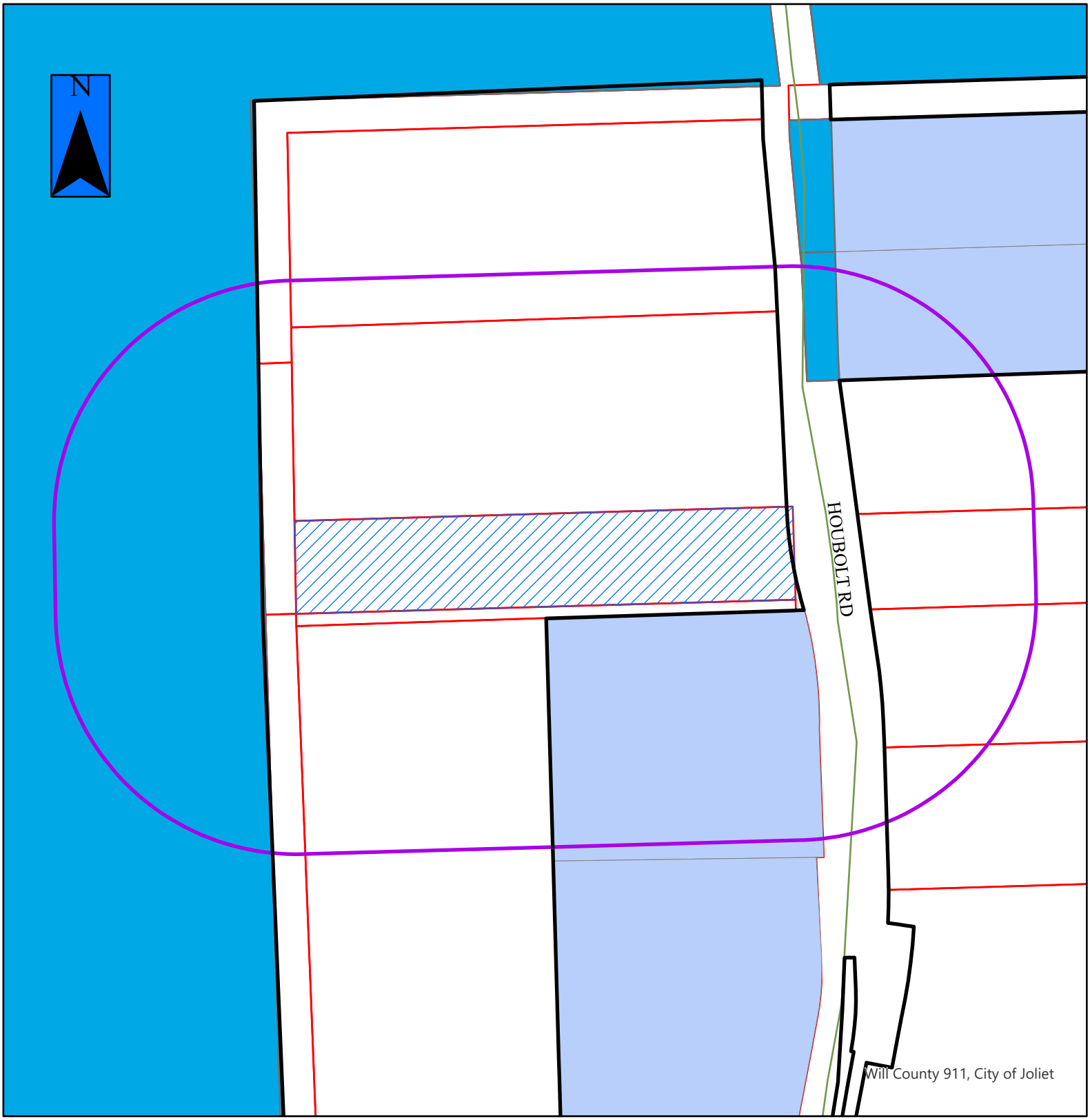
A-1-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
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= City of Joliet



A-1-26

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

= City of Joliet

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

PLAT OF ANNEXATION

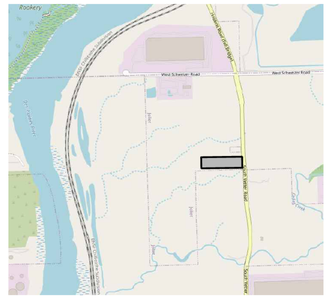
OF

PART OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.
BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH

RECORD DESCRIPTION:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.



SITE LOCATION MAP

NORTH L NE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EXCEPTION

SOUTH L NE OF THE NORTH 1043.00'

04-10-01-300-017-0000
MARCHIO MICHAEL J
CATHERINE

N 88°36'20" E 1238.73'

EAST L NE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

EXIST NG ZONING:
CITY OF JOL ET I-TC

CORPORATE LIMITS OF THE CITY OF JOLIET

04-10-01-300-004-0000
NATURAL GAS PIPELINE

82.50'

EXCEPTION

EAST L NE OF THE WEST 82.50'

S 01°41'43" E 251.00'

82.50'

HEREBY ANNEXED TO THE CITY OF JOLIET

04-10-01-300-013-0000
WH MSY JOLIET LLC

7 08 Acres ±

EXISTING ZONING:
WILL COUNTY AG

PROPOSED ZONING:
CITY OF JOLIET I-1

N 01°38'29" W 246.84'

HOUBOLT ROAD
PUBLIC ROAD

WEST L NE OF HOUBOLT ROAD PER DOCUMENT R2021-060765

NORTH L NE OF THE SOUTH 30'

N 88°24'48" E 1238.34'

30.00'

EXCEPTION

04-10-01-300-012-0000
CASKEY DANIEL RITA

30.00'

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER

CORPORATE LIMITS OF THE CITY OF JOLIET

CORPORATE LIMITS OF THE CITY OF JOLIET

EXIST NG ZONING:
CITY OF JOLIET I-2

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, KEITH E. BOLLINGER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF ANNEXATION OVER THE ABOVE CAPTIONED LANDS AND THAT THIS IS A CORRECT REPRESENTATION THEREOF, DATED AT SHOREWOOD, ILLINOIS THIS

10th DAY OF OCTOBER, 2025

[redacted]

Keith E. Bollinger, IPLS
Professional Land Surveyor No. 035-3592
Expires 11-30-2026

PROFESSIONAL LAND SURVEYOR
No. 035-3592
KEITH E. BOLLINGER
SHOREWOOD
ILLINOIS
STATE OF ILLINOIS

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.007120

JLH LAND SURVEYING INC.
ARIZONA | ILLINOIS | INDIANA | WISCONSIN
815.726.4000 | WWW.JLHSURVEY.COM
910 SENECA STREET | SHOREWOOD, IL 60404

SURVEY PREPARED FOR:
LAW OFFICES OF JOHN F. ARGOUDELIS
15124 ILLINOIS RTE 59
PLAINFIELD, ILLINOIS

DATE	REVISIONS	BY
4/10/26	ADD ZONING INFO AND SITE MAP	KB

PLAT OF ANNEXATION
23656 HOUBOLT ROAD
ELWOOD, ILLINOIS

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DRAFTED BY: KB
PROJ SURV: KB
FIELD DATE: 9/22/25
SCALE: 1"=50'

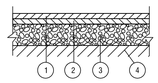
SHEET 1 OF 1

25-1040-110



FUELING TRUCK EXAMPLE*

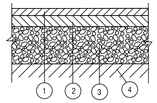
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

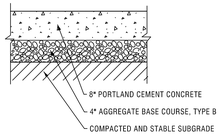
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

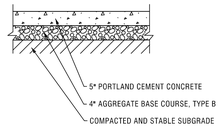
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

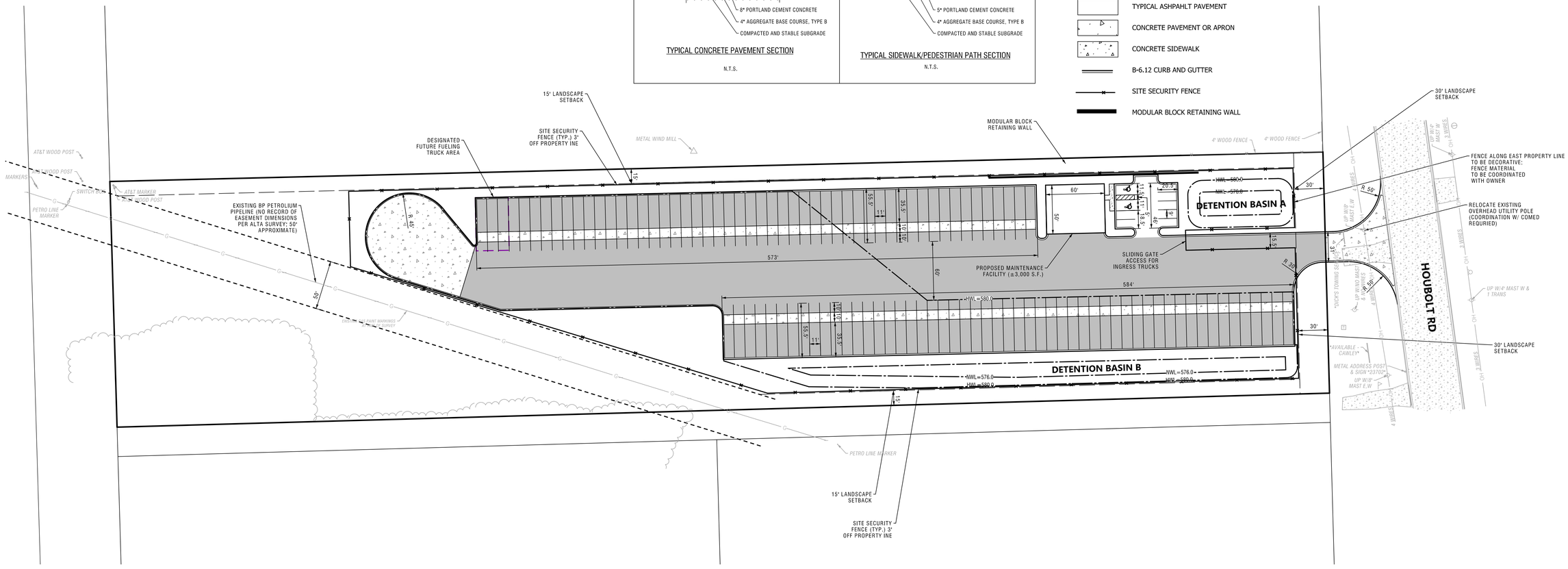
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

DATE: 2/5/26

JOB NO. 14327

SHEET P-GM

1 OF 2

N:\Projects 14000-14499\14327\PRELIM\P-CAD\14327P-GM.dgn Default User=nfonseca

STATE OF ILLINOIS)
) SS. **BEFORE THE MAYOR AND CITY COUNCIL**
COUNTY OF WILL) **OF THE CITY OF JOLIET, ILLINOIS**

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.

2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.

3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.

4. The Territory is not within the corporate limits of any municipality.

5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 02/20/2026

[redacted]
PETITIONER

Subscribed and Sworn to before me
this 20th day of February, 2026.

[redacted]
NOTARY PUBLIC

9/3/23

TARI C BATIANSILA SCHAUER
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
June 14, 2027

2-20-26

CASE NO._____
DATE FILED_____

ANNEXATION INFORMATION SHEET

(PLEASE PRINT CLEARYLY)

I. Applicant's information:

NAME OF APPLICANT(S):

Matthew		O'Mara	
FN	(MI)	(LN)	(Suffix)
FN	(MI)	(LN)	(Suffix)

[redacted]	[redacted]	[redacted]	[redacted]
HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
[redacted]	[redacted]	[redacted]	[redacted]
BUSINESS ADDRESS	CITY	STATE	ZIP CODE

CONTACT NUMBERS:

(H) [redacted] (W) (_____)_____ CELL (_____) _____

E-MAIL ADDRESS: [redacted]

II. Owner's information:

NAME OF OWNER(S): **(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing power.**

Matthew		O'Mara	
FN	(MI)	(LN)	(Suffix)
FN	(MI)	(LN)	(Suffix)

[redacted]			
HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
1901 S Busse Rd.	Mt. Prospect	IL	60056
BUSINESS ADDRESS	CITY	STATE	ZIP CODE

CONTACT NUMBERS:

(H) (_____)_____ (W) (_____)_____ CELL (_____) _____

E-MAIL ADDRESS: _____

In case of a land trust, attach a sheet with the name, address and telephone numbers of all trustees and beneficiaries of the trust.

III. Agent Authorization:

Please check one of the following:

_____ *I will represent my petition before the Plan Commission and the City Council of the City of Joliet.*

X *I hereby authorize the person named below to act as my agent in representing this application before the Plan Commission and the City Council of the City of Joliet.*

Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Please Print)

Clayton Rule — Agent's Name

Whimsy — Company Name *(If Applicable)*

[redacted] — Agent's Mailing Address City/State/Zip

[redacted] — Agent's Phone

(____)____ Area Code Mobile

(____)____ Area code Fax

Email address: [redacted]

If an agent is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent in processing this application before the City Council of the City of Joliet:

Owner's Signature(s): [redacted]

Date: 02/20/2024

Date: _____

IV. REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

NAME	ADDRESS	(____) Area Code Phone
NAME	ADDRESS	(____) Area Code Phone
NAME	ADDRESS	(____) Area Code Phone

v. Property information:

PROPERTY ADDRESS:

23656 S. Houbolt Road	Elwood	IL	Channahon	60421
PROPERTY ADDRESS	CITY	STATE	TOWNSHIP	ZIP CODE

PROPERTY IDENTIFICATION NUMBER (P.I.N. or tax number(s): 0410013000130000

LEGAL DESCRIPTION OF PROPERTY (OR ATTACH COPY OF "PLAT OF SURVEY"):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH _____ DEPTH _____ AREA _____

PRESENT LAND USE: VacantLand

EXISTING ZONING: AG - General Agricultural District

PROPOSED LAND USE AND/OR PURPOSE OF ANNEXATION: Industrial development trucking operation to support major rails within the area.

ZONING CLASSIFICATION REQUESTED: I-1 (Light Industrial)

USES OF SURROUNDING PROPERTIES:

NORTH _____ EAST _____

SOUTH _____ WEST _____

IMPORTANT

You must appear before the Plan Commission and the City Council to present your annexation request. A lawyer may appear on your behalf.

The undersigned understands that they are not entitled to any City of Joliet funding for public improvements by virtue of this annexation.

I hereby depose and say that all of the above statements are true and correct to the best of my information and behalf.

[redacted]
PETITIONER

02/20/2026
DATE

— N/A —
PETITIONER

— N/A —
DATE

Subscribed and Sworn to before me this 20th day of February, 2026.

[redacted]
NOTARY PUBLIC

9/3/23

TARI C BATIANSILA SCHAUER
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
June 14, 2027

2-20-26

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ____day of _____, 2026, by and between the City of Joliet, an Illinois home rule municipal corporation ("City") and Whimsy Joliet LLC, an Illinois Limited Liability Company ("Owner").

RECITALS

WHEREAS, the Owner is the owner of 23656 S. Houbolt Road (formerly known as Vetter Road), in Unincorporated Will County, Illinois, which property is referred to herein as the "Parcel" and is described in Exhibit "A"; and

WHEREAS, the Parcel is not within the corporate limits of any municipality but is contiguous to the City prior to its annexation by the City in accordance with the applicable provisions of the Illinois Municipal Code; and

WHEREAS, the City and the Owner desire that the City annex the Parcel and approve the development of the Parcel in accordance with this Agreement and the ordinances and regulations of the City; and

WHEREAS, a public hearing has been held in the manner provided by law regarding the annexation and zoning classification of the Parcel and the adoption and approval of this Agreement; and

WHEREAS, by a favorable vote of at least two-thirds of its corporate authorities then holding office, the City has passed a resolution approving this Agreement and authorizing its execution by the Mayor and City Clerk.

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NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Owner agree as follows:

1. ***INCORPORATION OF RECITALS***

The foregoing recitals are hereby incorporated into the body of this Agreement. Similarly, any exhibit referred to in this Agreement is hereby incorporated by reference as if fully set forth and repeated.

2. ***ANNEXATION OF THE PARCEL***

Concurrently with the approval of this Agreement, the City shall, by ordinance, annex the Parcel in accordance with applicable law.

3. ***ZONING OF THE PARCEL***

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact the following Ordinances:

A. An ordinance classifying the Parcel as I-1 (Light Industrial) zoning; and
B. An ordinance granting a Special Use Permit to allow a trucking facility that includes Compressed Natural Gas (CNG) fueling as an accessory component, within an I-1 (Light Industrial) Zoning District.
C. An ordinance granting a Special Use Permit to allow container storage and stacking up to 3 high
D. An ordinance granting a Variation of Use to allow container storage and stacking up to 3 high in the I-1 (light industrial) zoning district

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E. An ordinance granting a Variation of Use to allow above-ground fueling tanks in the I-1 (light industrial) zoning district

The Zoning Ordinance of the City of Joliet (Ordinance No. 5285, as re-adopted pursuant to home rule authority by Ordinance No. 8730, as amended from time to time) ("Zoning Ordinance"), shall apply in all respects to the Parcel, except as may be expressly and specifically provided for herein. The City shall be permitted to amend the Zoning Ordinance or reclassify the Parcel during the effective term of this Agreement and thereafter in the manner set forth in the Zoning Ordinance or under law, except that the approved zoning uses as they pertain to the Parcel shall continue to be allowed despite such reclassification. Any ambiguity or omission shall be resolved in favor of the applicability of the Zoning Ordinance.

In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Parcel:

- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses;
- Salvage yards or storage of inoperable motor vehicles; and
- Any use in violation of the applicable zoning ordinance.

The enumeration of certain prohibited uses in this Agreement shall not be construed as permitting other uses.

4. ***DEVELOPMENT OF THE PARCEL***

A. *General*

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The Subdivision Regulations of the City of Joliet (Ordinance No. 7208, as amended), shall apply in all respects to the Parcel. Any ambiguity or omission shall be resolved in favor of the applicability of the Subdivision Regulations.

B. *Building Design Standards*

All buildings, structures, or alterations hereafter constructed or made on the Parcel shall conform to the non-residential design standards then established by the City, currently codified at Section 47-15H of the Zoning Ordinance.

C. *Transfers*

The Owner shall be permitted to lift containers off a chassis in disrepair and place the container on a chassis suitable for use. The resulting transfers may result in temporary storage of containers and/or chassis as a part of the business operations. Storing of chassis and containers shall be permitted for a period of time not to exceed 7 days.

D. *Pavement of Yard Areas*

All outdoor areas of the Parcel used for vehicular access, display of inventory, materials storage, parking, outdoor storage, and similar uses, shall be paved in accordance with City requirements for commercial driveways and parking lots or as the Owner and the City may otherwise agree.

E. *Preliminary Concept Plan*

The Preliminary Concept Plan attached as Exhibit B is hereby approved as a general depiction of the potential development of the Parcel. The approval of the Preliminary Concept Plan is not intended to, and does not constitute, a variance, waiver, or modification of any zoning, subdivision, water or sanitary sewer, land

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use, or construction requirement of the City. Similarly, the Preliminary Concept Plan does not impair or restrict the Parcel or development rights of the Owner.

5. ***MUNICIPAL AND PUBLIC UTILITIES***

Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, including, but not limited to the payment of water and sewer connection charges, shall apply in all respects to the Parcel and to the provision of water and sanitary sewer collection and treatment services to the Owner by the City, except as may be expressly and specifically provided for herein. Any ambiguity or omission shall be resolved in favor of the applicability of Article 31, as amended.

A. *Water Supply*

Upon annexation of the Parcel to the City, and the issuance of required permits and approvals by the City, and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City public water utility system. The Owner shall be responsible for extending the water lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

B. *Sanitary Sewer Service*

Upon annexation of the Parcel to the City and the issuance of required permits and approvals by the City and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City sanitary sewer utility system. The Owner shall be responsible for extending the sewer lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18323).

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6. ***DEVELOPMENT FEES***

A. *General*

In consideration of the approval of this Agreement by the City and the provision of municipal services to the Parcel, the Owner hereby agrees, for himself and his Successors, to timely pay in full the following items ("Development Fees") in accordance with the applicable ordinances, as such ordinances may be presently constituted or as may hereafter be amended:

(1) Water Connection Charge, Section 31-54 of the Code of Ordinances;

(2) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances;

(3) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;

(4) Public Library Disconnection Fee, Section 23-47 of the Code of Ordinances;

(5) Development Impact Fee, Section 23-60 of the Code of Ordinances; and

(6) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B)

B. *Stipulation Concerning Public Improvements and Development Fees*

The City and the Owner hereby irrevocably stipulate and acknowledge that the payment of the Development Fees required by this Agreement or the Subdivision Regulations are valid development requirements that are necessary to accommodate the increased population densities, increased vehicular and pedestrian traffic and increased need for additional public services and facilities and is specifically and uniquely attributable to the development of the Parcel.

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C. *Waiver of Right to Contest Public Improvement Requirements or Development Fees*

The Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the payment of Development Fees or seek a refund or rebate thereof, or that would have the effect of invalidating such fees or impairing the collection thereof. In addition, the Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the provision of the roadway improvements and other public improvements required by this Agreement or the Subdivision Regulations at the Owner's sole cost and expense and without the right of recapture.

D. *Covenant Not to Sue*

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, not shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

(1) seeks to enjoin, restrain, condition or impair the enforcement of ordinances imposing, implementing or amending Development Fees or the provision of public improvements;

(2) seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;

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(3) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or

(4) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;

(5) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;

(6) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

E. *Reliance by City*

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

F. *Other Taxes and Fees*

The payment of Development Fees and the provision of public improvements shall be in addition to any other tax, fee, charge, assessment or requirement levied or imposed by the City.

G. *Roadway Recapture*

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The Owner acknowledges that they are responsible for the payment of a roadway improvement recapture fee (Ordinance # 18412).

H. *Payment in Lieu of Taxes (PILOT) Program*

The Owner acknowledges that it is responsible for payment of those amounts set forth in Ordinance #18194 establishing a PILOT program for payments for Truck Parking Facility as defined thereunder provided the Property is developed consistent with the concept plan proposed as set forth on Exhibit B, attached hereto. In the event the ultimate development of the Property so that the ratio of building square footage to total truck parking stalls is materially different, the City agrees to review the final development and apply the ordinance consistent with its intent.

7. ***APPLICABILITY OF CITY CODES AND ORDINANCES***

Unless otherwise specifically and expressly exempted by this Agreement, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City Codes and Ordinances including, but not limited to, the Code of Ordinances, the Zoning Ordinance and the Subdivision Regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the applicability of any other City code or ordinance.

8. ***NOTICES***

All notices required by this Agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice

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shall be deemed served on the fourth day (excluding Sundays and legal holidays) after its deposit with the postal authorities.

Notice to City shall be addressed as follows:

City Manager
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

With a copy to:

Corporation Counsel
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

Notice to Owner shall be addressed as follows:

Matthew O'Mara
Whimsy Inc.
1901 S Busse Rd
Mt Prospect, IL 60056

With a copy to:

Law Offices of John F. Argoudelis, LLC
15124 S Route 59
Plainfield, Illinois 60544
[redacted]

The parties may hereafter agree in writing to accept service of notice in any other manner.

9. ***AMENDMENTS***

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This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written Agreement.

Notwithstanding the foregoing, all or any portion of the Parcel may be rezoned upon the mutual Agreement of the City and the owner of record of the affected territory without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation Agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation Agreement.

Neither the City nor the Owner shall be obligated to amend this Agreement during its term and no action shall lie to compel such action or to compensate a party for an election not to amend this Agreement. Similarly, the City may elect not to rezone the Parcel during the term of this Agreement and such election shall not be justiciable.

10. ***FINAL AGREEMENT AND CONSTRUCTION***

This Agreement supersedes all prior Agreements, negotiations and exhibits and is a full and complete integration of the matters of assent existing between the parties. The express reference in this Agreement to a specific ordinance, resolution or other requirement of the City shall not be construed so as to waive any other such ordinance, resolution or requirement. It is the understanding of the parties that all ordinances and regulations of the City shall apply to the Parcel in all respects unless otherwise expressly

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and specifically provided for herein. For purposes of construction, both the City and the Owner shall be deemed the authors of this Agreement.

11. ***ENFORCEMENT***

This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief, provided however, that an action for money damages shall not lie against the City or its officials. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) business days of the receipt of such notice.

12. ***SUCCESSORS***

This Agreement shall bind and inure to the benefit of each party and their successors in interest, including, but not limited to, their respective corporate authorities, heirs, successors, assigns, lessees, transferees, and licensees (“Successors”). The Owner may assign this Annexation Agreement to any of his related entities at any time without

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objection or approval of the City of Joliet and shall then be relieved of any duties or responsibilities under the Annexation Agreement.

13. ***AGREEMENT AS COVENANT***

The terms and conditions of this Agreement shall constitute restrictive covenants or equitable servitudes running with the land. The City shall record this Agreement with the Recorder of Deeds.

14. ***SEVERABILITY***

If any provision, covenant, Agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, Agreement or portion of this Agreement, and to that end, every provisions, covenants, Agreements or portions of this Agreement is declared to be severable.

15. ***DURATION AND EFFECTIVE DATE***

This Agreement shall remain in effect for a term of twenty (20) years.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove first written.

CITY:

City of Joliet, an Illinois home rule municipal corporation

By: _____
Mayor, City of Joliet

Attest:

By: _____
City Clerk

OWNER:

Whimsy Joliet LLC

By: _____
Matthew O'Mara, CEO

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EXHIBIT A

Legal Descriptions

23656 S. Houbolt Road (Formerly known as Vetter Road)

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

Permanent Tax No. 04-10-01-300-013-0000

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, May 21, 2026

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
Scott R. Hammac
John Kella
Wendell Martin
Debbie Radakovich
Michael F. Turk

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

ROLL CALL

Present Jason Cox, Jeff Crompton, Wendell Martin, Debbie Radakovich, Michael F. Turk and Scott R. Hammac

Absent Mike Eulitz

APPROVAL OF MINUTES

TMP-9794

Attachments: PC Meeting Minutes 04.16.26

A motion was made by Debbie Radakovich, seconded by Jeff Crompton, to approve: Approval of the April 16, 2026 Plan Commission Minutes. The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

TMP-9795

Attachments: PUD-5-26 & V-3-26 Staff Report Packet.pdf

Ms. Jayne Bernhard read the staff report into the record. Mr. Kyle Quinn, representing Vista Ridge Development LLC, appeared on behalf of the petitions. The Commissioners did not have any questions or comments. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Wendell Martin, seconded by Jeff Crompton, to approve: PUD-5-26: Amendment to the Final Plat of Vista Ridge Phase 1 Planned Unit Development. (2700 Vista Lane) (PIN # 00-06-26-248-006-0000) (COUNCIL DISTRICT #3)

V-3-26: Approval of a Vacation of a Public Utility and Drainage Easement for Vista Ridge Phase 1 Planned Unit Development. (2700 Vista Lane) (PIN # 00-06-26-248-006-0000) (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9796

Attachments: Staff Report P-5-26 & FP-1-26 Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Matthias Trizna, representing Northern Builders, Inc., appeared on behalf of the petitions. The Commissioners did not have any questions or comments. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to approve: P-5-26: Amendment to the Preliminary Plat of Cherry Hill Business Park (21) Subdivision. (Southeast corner of Cherry Hill Road and Spencer Road) (PIN #s 15-08-30-100-007-0000 and 15-08-30-100-006-0000) (COUNCIL DISTRICT #5)

FP-1-26: Approval of the Final Plat of Cherry Hill Business Park (21) Subdivision, Phase 2. (Southeast corner of Cherry Hill Road and Spencer Road) (PIN #s 15-08-30-100-007-0000 and 15-08-30-100-006-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9798

Attachments: Staff Report Packet A-1-26 (23656 S Houbolt Rd).pdf

Ms. Bernhard read the staff report into the record. Mr. John Argoudelis, representing the petitioner Whimsy Trucking, appeared on behalf of the petition. Commissioner Scott Hammock asked about potential oils and residues draining into the nearby pond. Mr. Argoudelis responded. Ms. Kathleen Garthus made a public comment in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Michael F. Turk, to approve: A-1-26: Annexation of 23656 S. Houbolt Road, Classification to the I-1 (Light Industrial) Zoning District, and Approval of an Annexation Agreement. (23656 S. Houbolt Road) (PIN # 04-10-01-300-013-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9799

Attachments: Staff Report Packet M-1-26 M-2-26 (Autobahn Country Club).pdf
Ordinance 15820 Cedar Creek Watershed Protection Area.pdf

Ms. Bernhard read the staff report into the record. Mr. David Silverman, representing the petitioner Autobahn Country Club, appeared on behalf of the petitions. The Commissioners did not have any questions or comments. There were no public comments made in favor of or in opposition to the petitions.

A motion was made by Debbie Radakovich, seconded by Michael F. Turk, to approve: M-1-26: Special Use Permit to allow development on a lot containing Cedar Creek Watershed Protection Area. (3795 CenterPoint Way) (PIN # 10-11-06-201-003-0000) (COUNCIL DISTRICT #5)

M-2-26: Amendment to the Master Development Plan for Autobahn Country Club. (3795 CenterPoint Way) (PIN #s 10-11-06-301-019-0000, 10-11-06-401-003-0010, 10-11-06-401-003-0020, 10-11-06-301-024-0000, 10-11-07-101-030-0000, 10-11-06-401-005-0000, 10-11-07-101-017-0000, 10-11-06-302-001-0000, 10-11-06-301-020-0000, 10-11-07-101-013-0000, 10-11-06-302-004-0000, 10-11-07-101-027-0000, 10-11-06-301-014-0000, 10-11-07-101-019-0000, 10-11-07-101-009-0000, 10-11-06-302-003-0000, 10-11-07-101-010-0000, 10-11-07-101-026-0000, 10-11-06-301-039-0000, 10-11-06-400-009-0000, 10-11-06-301-023-0000, 10-11-07-101-007-0000, 10-11-07-101-011-0000, 10-11-06-302-002-0000, 10-11-06-401-006-0000, 10-11-06-301-004-0000, 10-11-07-101-031-0000, 10-11-06-401-015-0010, 10-11-06-301-021-0000, 10-11-06-401-002-0010, 10-11-06-401-011-0000, 10-11-07-101-024-0000, 10-11-07-101-014-0000, 10-11-07-101-029-0000, 10-11-06-401-008-0000, 10-11-07-101-028-0000, 10-11-06-301-037-0000,10-11-06-401-002-0020, 10-11-06-401-009-0000, 10-11-07-101-025-0000, 10-11-07-101-008-0000, 10-11-07-101-021-0000, 10-11-07-101-022-0000, 10-11-06-301-002-0000, 10-11-06-301-018-0000, 10-11-06-401-010-0000, 10-11-06-401-012-0000, 10-11-06-301-015-0000, 10-11-06-301-012-0000, 10-11-06-401-014-0000, 10-11-06-301-022-0000, 10-11-06-301-010-0000, 10-11-07-101-023-0000, 10-11-06-401-007-0000, 10-11-06-301-013-0000, 10-11-07-101-018-0000, 10-11-06-301-034-0000, 10-11-06-301-017-0000, 10-11-07-101-015-0000, 10-11-07-101-033-0000, 10-11-06-401-004-0000, 10-11-06-301-005-0000, 10-11-07-101-003-0000, 10-11-07-101-004-0000, 10-11-06-301-016-0000, 10-11-06-401-013-0000, 10-11-06-301-011-0000, 10-11-07-101-012-0000, 10-11-07-101-006-0000, 10-11-07-102-011-0000, 10-11-06-301-025-0000, 10-11-06-400-019-0000, 10-11-06-301-003-0000, 10-11-07-101-016-0000, 10-11-07-101-005-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS

None

NEW BUSINESS

None

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Wendell Martin, seconded by Jeff Crompton, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Crompton, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 321-26

File ID: 321-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/03/2026

Final Action:

Title: Ordinances Associated with 23656 S. Houbolt Road:

Ordinance Approving the Annexation of 23656 S. Houbolt Road (A-1-26)

Ordinance Approving the Classification of 23656 S. Houbolt Road to the I-1 (Light Industrial) Zoning District (A-1-26)

Attachments: Ordinance - Annexation 23656 S Houbolt.docx, Plat of Annexation 23656 S Houbolt_Redacted.pdf, Ordinance - Zoning Classification 23656 S Houbolt.docx, Site Plan 23656 S Houbolt Rd.pdf, Maps and Site Photos A-1-26.pdf, Plan Commission Staff Report Packet A-1-26.pdf, Plan Commission Minutes 05-21-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/12/2026	Dustin Anderson	Approve	6/8/2026
1	2	6/12/2026	Todd Lenzie	Approve	6/16/2026
1	3	6/12/2026	Beth Beatty	Approve	6/16/2026

Memo

File #: 322-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with 23656 S. Houbolt Road:

Ordinance Approving a Special Use Permit to Allow a Truck Parking Facility with Mobile Compressed Natural Gas (CNG) Fueling as an Accessory Component (ZBA 2026-24)

Ordinance Approving a Variation of Use to Allow Above-Ground Fuel Tanks for Compressed Natural Gas Fueling in the I-1 (Light Industrial) District (ZBA 2026-25)

BACKGROUND:
The petitioner and property owner, Whimsy Joliet LLC, is requesting approval of a Special Use Permit to allow a truck parking facility for their local freight carrier company, Whimsy Trucking, at 23656 S. Houbolt Road. The 7-acre parcel is currently within unincorporated Will County with County A-1 (agricultural) zoning. The petitioner is requesting annexation and classification to the I-1 (light industrial) zoning district. Trucking facilities are allowed as special uses within the industrial zoning districts. The petitioner is also requesting mobile compressed natural gas (CNG) fueling as an accessory component of the facility, which requires approved of a Variation of Use to allow above-ground fuel tanks in the I-1 district. Additionally, the petitioner is requesting container storage and stacking up to three containers high at the proposed facility, which requires approval of a separate Special Use Permit and Variation of Use.

Whimsy Trucking provides transportation services related to intermodal freight hauling, transferring, and storage. They have headquarters in Mount Prospect, Illinois, several yards in the Chicagoland area, and an existing truck terminal south of the subject site at 3901 Houbolt Road. The proposed development at 23656 S. Houbolt Road would include a 3,000-square-foot office building, employee parking, and a trailer parking area with around 105 stalls. According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The subject site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The lot is 247 feet wide and 1,239 feet deep with a petroleum pipeline angled across the rear half of the property. The site previously contained a farmstead and is currently vacant. The area surrounding the site is a mix of incorporated City of Joliet and unincorporated Will County. The incorporated City

properties have industrial zoning, while the surrounding unincorporated County properties are rural residential and zoned County A-1 (agricultural).

The south side of the subject site is adjacent to a 30-foot-wide unincorporated parcel that contains a driveway for the rural residential property located south of the west side of the subject site. Across the 30-foot parcel to the south of the east side of the subject site is the existing Whimsy terminal at 3901 Houbolt Road. In 2022, the City Council approved the annexation of the 3901 Houbolt Road property, classification to the I-1 (light industrial) district, and a Special Use Permit to allow a truck terminal. Whimsy subsequently developed the site with an approximately 9.5-acre facility containing a logistics building and trailer parking area. Directly adjacent to the north of the subject site is an unincorporated rural residential property. The rear of the subject site abuts a 77-foot-wide pipeline property with County A-1 zoning; to the west of the pipeline is undeveloped CenterPoint property zoned I-TC (intermodal terminal - industrial park).

The petitioner proposes for the facility to include mobile compressed natural gas (CNG) fueling as an accessory component. The fueling station is intended for use by the petitioner's fleet and is not open to the public. According to the petitioner, it will mainly be used for the trucks that are parked and stored at the subject site, but could occasionally fuel other Whimsy trucks from the neighboring terminal. The mobile fueling unit would consist of CNG storage cylinders and a compression / fueling system mounted on a trailer. The mobile unit would have a similar size and footprint as a standard trailer and would take up the space of a standard trailer stall. Figure 6 of the Zoning Board staff report packet shows one example of a mobile fueling station; the design of the unit differs depending on the provider. The mobile trailer unit would remain in a designated location on site, but could be relocated as needed. The fueling system would be monitored and maintained by a licensed third-party fueling provider and filled several times per week via a CNG tube trailer or other delivery equipment. The system would be required to comply with the International Fire Code, including the installation of protective barriers around the unit.

The petitioner needs a Variation of Use to allow the mobile CNG fueling system on the site because the Zoning Ordinance only permits above-ground fuel tanks in the I-2 (general industrial) and I-3 (heavy industrial) zoning districts. According to the petitioner, the operational impacts of the mobile fueling unit are similar to typical equipment found at trucking facilities and will not cause additional effects beyond normal trucking operations. The fueling system operates at sound levels similar to typical industrial equipment such as HVAC units or shop compressors. The fuel tanks will not be permanently installed on the site and therefore could be removed if site operations were to change in the future.

The site will need to have perimeter landscaping in accordance with the Zoning Ordinance's Landscape and Screening Regulations, including a 30-foot landscape area along the east side and a 15-foot landscape area along the north and south sides adjacent to the facility. There is no development planned on the portion of the site south of the pipeline that runs across the rear of the property. Landscape improvements will not be required on or south of the pipeline.

The development will be required to comply with other Zoning Ordinance requirements, including but not limited to the non-residential design standards and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be

required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

The truck parking facility request meets the criteria for special uses. The establishment and operation of the proposed special use will not be detrimental to public health and safety nor will it impede the normal and orderly development and improvement of the surrounding property. The surrounding area already contains industrial zoning and industrial developments, and the proposal is consistent with these existing uses. Additionally, adequate access is provided, City utilities are available in the area, and the site will be required to provide adequate stormwater detention. The site is located along Houbolt Road, which provides access to both the Joliet and Elwood intermodal terminals, as well as to the Houbolt Road Bridge. The site would be subject to the yearly fee for each trailer stall through the Payment In Lieu of Taxes program for truck parking facilities.

The variation of use request for above-ground fuel tanks meets the applicable criteria. The storage cylinders would not be permanently installed on site, but would be part of a mobile CNG fueling station which cannot be located underground. The external effects and appearance of the station are similar to other components of a typical industrial site. The system will be maintained by a licensed fueling provider and will be required to meet applicable building and safety codes. Approval of the variation of use will allow the petitioner to fuel their fleet with an alternative fuel source.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter at their meeting on May 21, 2026. John Argoudelis, attorney, represented the petition. One person spoke in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE ZONING BOARD OF APPEALS:
Jesse Stiff moved that the Zoning Board of Appeals recommend approval of the Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component, located at 23656 S. Houbolt Road, subject to the following conditions:

1. That the property shall be enrolled in the Payment In Lieu Of Taxes (PILOT) program as per the terms of the PILOT Program Ordinance;

2. That a landscape plan that meets City Ordinance shall be submitted as part of the building permit plan set and landscaping per the approved plan shall be installed prior to the issuance of a Certificate of Occupancy;

3. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

4. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

Ralph Bias seconded the motion, which passed with three (3) aye votes and two (2) votes. Voting aye were: Bias, Hennessy, and Stiff. Voting nay were: Radakovich and McGrath Schmig. Absent were: Nachtrieb.

Ralph Bias moved that the Zoning Board of Appeals recommend approval of the Variation of Use to allow above-ground fuel tanks for compressed natural gas fueling in the I-1 (light industrial) district, located at 23656 S. Houbolt Road, subject to the following conditions:

1. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Variation of Use.

Jesse Stiff seconded the motion, which passed with three (3) aye votes and two (2) votes. Voting aye were: Bias, Hennessy, and Stiff. Voting nay were: Radakovich and McGrath Schmig. Absent were: Nachtrieb.

RECOMMENDATION:
Staff concurs with the recommendation of the Zoning Board of Appeals and recommends that the Mayor and City Council adopt the following, subject to the same conditions approved by the Zoning Board of Appeals above:

1. Ordinance Approving a Special Use Permit to Allow a Truck Parking Facility with Mobile Compressed Natural Gas (CNG) Fueling as an Accessory Component

2. Ordinance Approving a Variation of Use to Allow Above-Ground Fuel Tanks for Compressed Natural Gas Fueling in the I-1 (Light Industrial) District

ORDINANCE NO._____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
(23656 S. Houbolt Road)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: A Special Use Permit is hereby authorized pursuant to Section 47-5.2 of the Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, to allow the specific use identified in Exhibit A on the real property described in Exhibit A and subject to the conditions set forth in Exhibit A. The Special Use Permit is authorized subject to the terms and conditions of all applicable federal, state, and local laws, ordinances, and regulations. The zoning classification of the subject property for which this Special Use Permit is authorized remains the same and is not changed in any way by the passage of this Ordinance. This Ordinance shall be strictly construed to prohibit any use not specifically authorized herein or otherwise allowed by the Zoning Ordinance of the City of Joliet. Noncompliance with the mandatory conditions set forth in this Ordinance shall subject the Special Use to repeal. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 2: The findings of fact and recommendation of the Zoning Board of Appeals on the granting of this Special Use are hereby adopted and made a part of this Ordinance.

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 04-10-01-300-013-0000
ADDRESS: 23656 S. Houbolt Road
ZBA APPROVED: Yes
PETITION #: 2026-24

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

SPECIAL USE PERMIT FOR: 23656 S. Houbolt Road

1. **LEGAL DESCRIPTION OF PROPERTY:**

   THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

   PIN: 04-10-01-300-013-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component

3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

   1. That the property shall be enrolled in the Payment In Lieu Of Taxes (PILOT) program as per the terms of the PILOT Program Ordinance;

   2. That a landscape plan that meets City Ordinance shall be submitted as part of the building permit plan set and landscaping per the approved plan shall be installed prior to the issuance of a Certificate of Occupancy;

   3. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

   4. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION OF USE
(23656 S. Houbolt Road)

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: A variation of use from the Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, is hereby granted to allow the specific use identified in Exhibit A on the real property described in Exhibit A and subject to the conditions set forth in Exhibit A. The variation of use is granted subject to the terms and conditions of all applicable federal, state, and local laws, ordinances, and regulations. The zoning classification of the subject property for which this variation of use is granted remains the same and is not changed in any way by the passage of this Ordinance. This Ordinance shall be strictly construed to prohibit any use not specifically granted herein or otherwise allowed by the Zoning Ordinance of the City of Joliet. Noncompliance with the mandatory conditions set forth in this Ordinance shall subject the variation of use to repeal.

SECTION 2: The findings of fact and recommendation of the Zoning Board of Appeals on the granting of this variation of use are hereby adopted and made a part of this Ordinance (unless the Zoning Board of Appeals has recommended against the approval of the variation of use, in which case this Ordinance has been passed by a favorable vote of at least two-thirds of the members of the City Council then holding Office).

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage.

PASSED this _____ day of _____, 2026.

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 04-10-01-300-013-0000
ADDRESS: 23656 S. Houbolt Road
ZBA APPROVED: Yes
PETITION #: 2026-25

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

VARIATION OF USE FOR: 23656 S. Houbolt Road

1. **LEGAL DESCRIPTION OF SUBJECT PROPERTY:**

   THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

   PIN: 04-10-01-300-013-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Variation of Use to allow above-ground fuel tanks for compressed natural gas fueling in the I-1 (light industrial) district

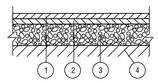
3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

   1. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Variation of Use.



FUELING TRUCK EXAMPLE*

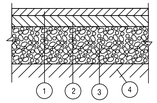
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

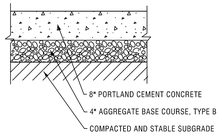
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

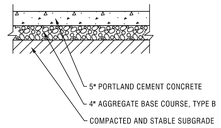
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

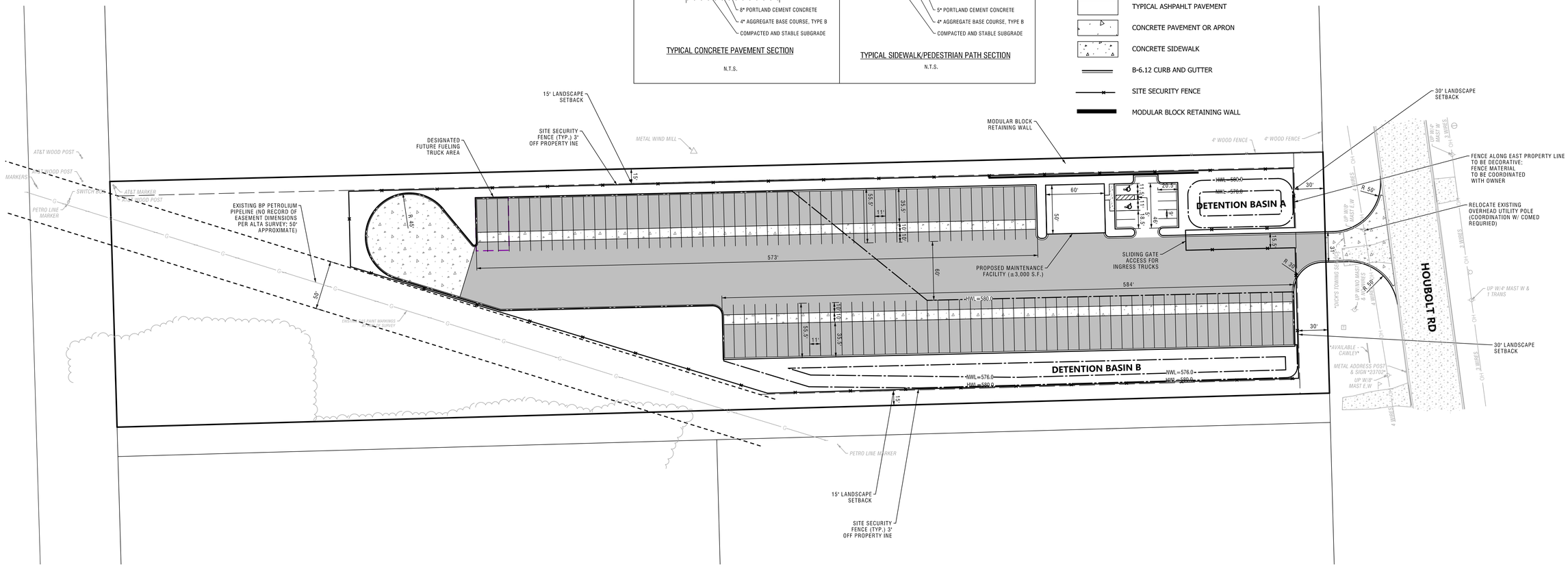
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

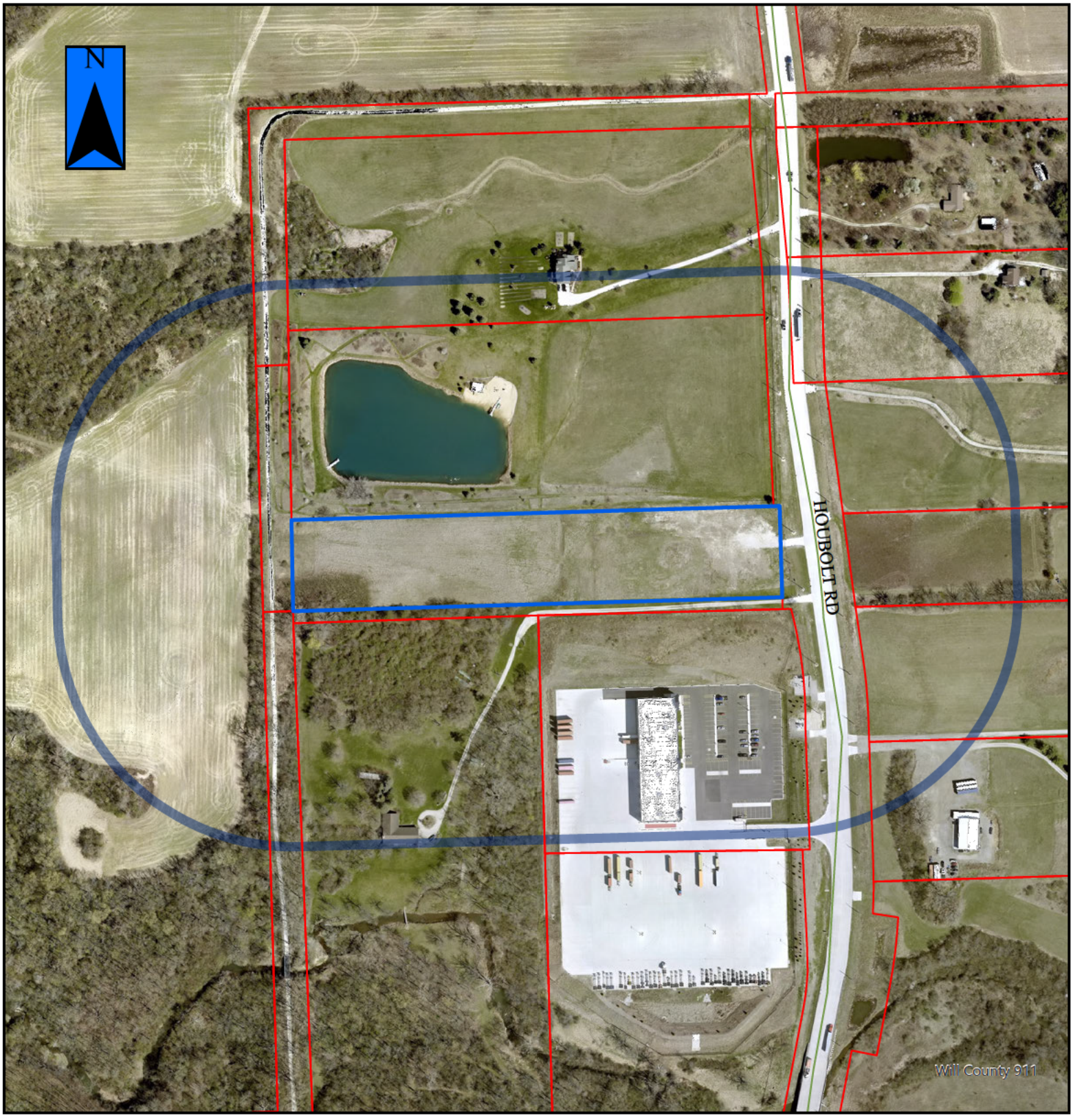
DATE: 2/5/26

JOB NO. 14327

SHEET P-GM

1 OF 2

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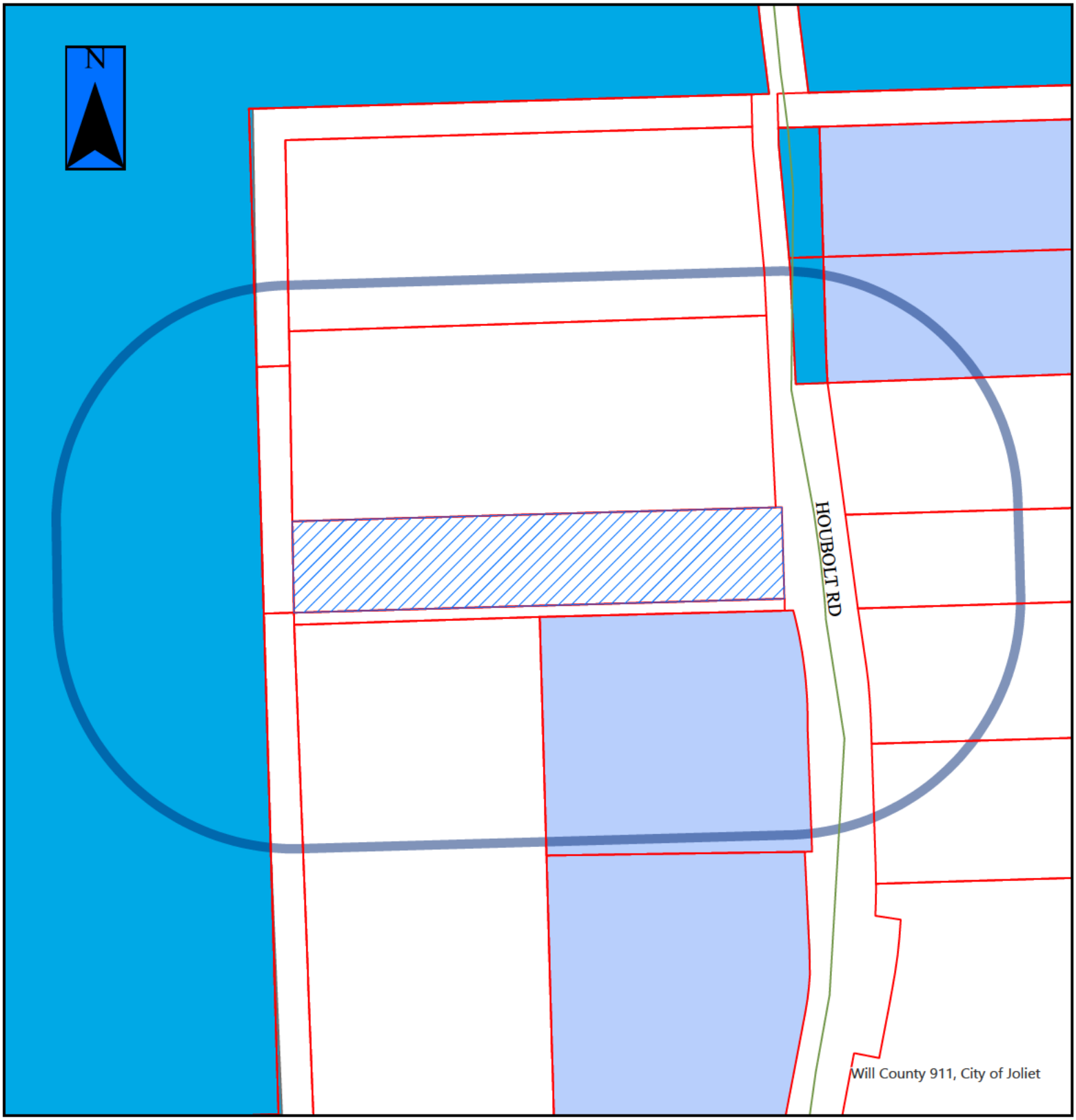


2026-24a / 25a / 26a / 27a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



2026-24 / 25 / 26 / 27

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown

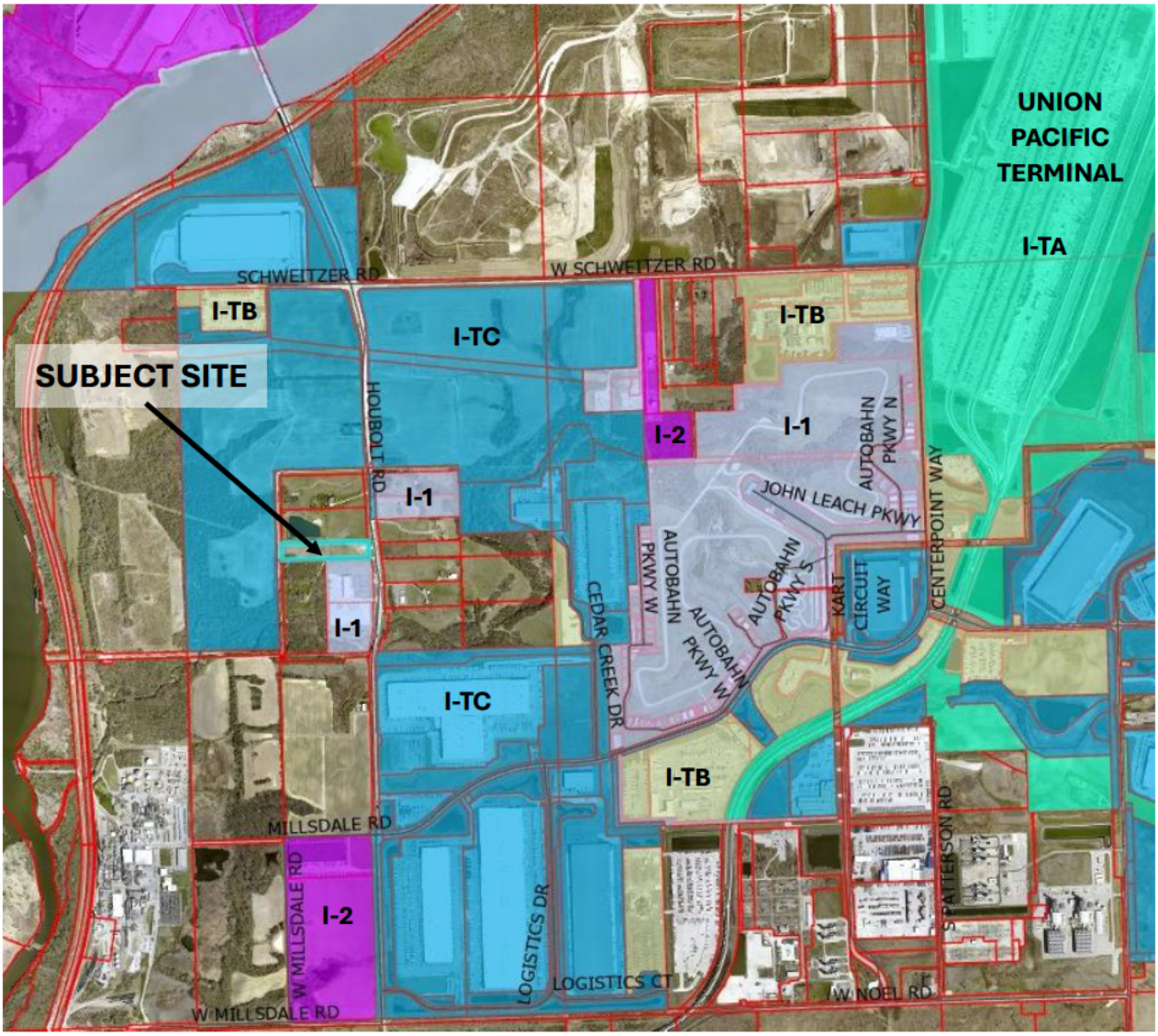




Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)



Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider



STAFF REPORT

DATE:	May 15, 2026	
TO:	Zoning Board of Appeals	
FROM:	Helen Miller, Planner	
RE:	Petition Number:	2026-24, 2026-25, 2026-26, and 2026-27
	Applicant:	Whimsey Joliet LLC (Clayton Rule, representative)
	Status of Applicant:	Property Owner
	Property Owner:	Whimsy Joliet LLC
	Location:	23656 S. Houbolt Road
	Request:	2026-24: A Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component 2026-25: A Variation of Use to allow above-ground fuel tanks in the I-1 (light industrial) district 2026-26: A Special Use Permit to allow container storage and stacking up to three-high 2026-27: A Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district

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Purpose

The petitioner is requesting a Special Use Permit to allow a truck parking facility for their local freight carrier company at 23656 S. Houbolt Road. Per the City of Joliet Zoning Ordinance, carting, express, and hauling establishments may be allowed as special uses in the industrial zoning districts by the Mayor and City Council, with the advice of the Zoning Board of Appeals in accordance with Section 47-5.2.

The petitioner has submitted a corresponding petition to annex the subject property to the City of Joliet with a requested zoning classification of the I-1 (light industrial) district. The annexation petition is scheduled to be reviewed by the Plan Commission at their meeting on May 21, 2026.

The petitioner is proposing mobile compressed natural gas (CNG) fueling as an accessory component of the facility. The mobile fueling station, which consists of a fueling system mounted on a trailer, would contain CNG storage cylinders. Per the Zoning Ordinance, no “flammable or explosive liquids, solids, or gases shall be stored in bulk above ground” except in the I-2 (general industrial) and I-3 (heavy industrial) zoning districts. Therefore, the petitioner would need a Variation of Use to allow a mobile fueling

unit containing CNG cylinders to be parked onsite in the I-1 district. The Variation of Use request must be considered by the City Council following the recommendation of the Zoning Board of Appeals.

The petitioner is also requesting the storage and stacking of cargo containers on the site. The Zoning Ordinance allows the outdoor storage of cargo containers as a special use in the I-2 (general industrial) or I-3 (heavy industrial) districts. Therefore, the petitioner needs a Special Use Permit and Variation of Use to allow container storage at this site in the I-1 district. Both the Special Use Permit and Variation of Use requests must be considered by the City Council following the recommendation of the Zoning Board of Appeals.

Site Specific Information

The 7-acre subject site is located in unincorporated Will County and currently has County A-1 (agricultural) zoning. The lot is 247 feet wide and 1,239 feet deep. There is a petroleum pipeline angled across the rear half of the property. The site previously contained a farmstead and is currently vacant.

The subject site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The petitioner, Whimsy Joliet LLC, also owns the property to south of the subject site at 3901 Houbolt Road. In 2022, the City Council approved the annexation of the 3901 Houbolt Road property, classification to the I-1 (light industrial) district, and a Special Use Permit to allow a truck terminal. Whimsy subsequently developed the site with an approximately 9.5-acre facility containing a logistics building and trailer parking area. They continue to own and operate this site as the main Joliet terminal for their fleet.

Surrounding Zoning, Land Use and Character

The immediate surrounding area is a mix of incorporated City of Joliet and unincorporated Will County. There are two nearby sites with City I-1 (light industrial) zoning, located to the northeast and south of the subject site. Within a half-mile surrounding the subject site are several CenterPoint properties that are primarily zoned I-TC (intermodal terminal – industrial park), which permits warehousing, logistics, and manufacturing uses. The unincorporated Will County properties on the east side of Houbolt are rural residential and zoned County A-1 (agricultural).

The adjacent parcel along the south side of the subject site is 30 feet wide and contains a driveway for the rural residential property located south of the west side of the subject site. The driveway and rural residential parcels are within unincorporated Will County and zoned A-1 (agricultural). Across the 30-foot parcel to the south of the east side of the subject site is the existing Whimsy terminal at 3901 Houbolt Road. Directly adjacent to the north of the site is a rural residential property in unincorporated Will County with A-1

(agricultural) zoning. The rear of the subject site abuts a 77-foot-wide pipeline property with County A-1 zoning; to the west of the pipeline is undeveloped CenterPoint property zoned I-TC (intermodal terminal – industrial park).

Applicable Regulations

- Section 47-14.2A (D) Special Uses – All Industrial Districts
- Section 47-17.10 Outdoor Storage and Waste Disposal
- Section 47-14.10 Outdoor Manufacturing and Storage – All Industrial Districts
- Section 47-5.2 (C) Criteria for issuance of a Special Use Permit (refer to attachment)
- Section 47-17.28 Variation of Use

***Section 47-17.28**: **Variation of Use**: A "variation of use" shall be defined to mean relief from strict compliance with the use limitations of this Ordinance regarding the classification, regulation, and restriction of the location where trades, industries, businesses, and residences may exist.*

Discussion

The petitioner, Whimsy Joliet LLC, is requesting a Special Use Permit to allow a truck parking facility for their local freight carrier company, Whimsy Trucking. Whimsy Trucking provides transportation services related to intermodal freight hauling, transferring, and storage. They have headquarters in Mount Prospect, Illinois and several yards in the Chicagoland area. They currently operate a terminal at 3901 Houbolt Road that includes maintenance, parking, and dispatch operations. The proposed development at 23656 S. Houbolt Road would include an office building and a trailer parking area. The petitioner is also requesting mobile fueling and container storage at the proposed facility. These components require additional zoning approvals, which can be considered and voted on separately from the request to allow a trucking facility.

According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The proposed facility would have an approximately 3,000-square-foot office building, nine employee parking spaces, and around 105 trailer parking stalls. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The office building will need to meet the City's Non-Residential Design Standards. The site will need to have perimeter landscaping in accordance with the Zoning Ordinance's Landscape and Screening Regulations, including a 30-foot landscape area along the east side and a 15-foot landscape area along the north and south sides adjacent to the facility. There is no development planned on the portion of the site south of the pipeline that runs

across the rear of the property. Landscape improvements will not be required on or south of the pipeline.

The petitioner proposes for the facility to include mobile compressed natural gas (CNG) fueling as an accessory component. The fueling station is intended for use by the petitioner's fleet and is not open to the public. According to the petitioner, it will mainly be used for the trucks that are parked and stored at the subject site, but could occasionally fuel other Whimsy trucks from the neighboring terminal. The mobile fueling unit would consist of CNG storage cylinders and a compression / fueling system mounted on a trailer. The mobile unit would have a similar size and footprint as a standard trailer and would take up the space of a standard trailer stall. Figure 6 shows one example of a mobile fueling station; the design of the unit differs depending on the provider. The mobile trailer unit would remain in a designated location on site, but could be relocated as needed. The fueling system would be monitored and maintained by a licensed third-party fueling provider and filled several times per week via a CNG tube trailer or other delivery equipment. The system would be required to comply with the International Fire Code, including the installation of protective barriers around the unit.

The petitioner needs a Variation of Use to allow the mobile CNG fueling system on the site because the Zoning Ordinance only permits above-ground fuel tanks in the I-2 (general industrial) and I-3 (heavy industrial) zoning districts. According to the petitioner, the operational impacts of the mobile fueling unit are similar to typical equipment found at trucking facilities and will not cause additional effects beyond normal trucking operations. The fueling system operates at sound levels similar to typical industrial equipment such as HVAC units or shop compressors. The fuel tanks will not be permanently installed on the site and therefore could be removed if site operations were to change in the future.

The petitioner is also requesting container storage and stacking on the subject property. Whimsy picks up containers from the Union Pacific and BNSF intermodal terminals in Joliet and Elwood on behalf of third-party logistics providers and shippers and then delivers them to local and regional warehouses and distribution centers. Whimsy is not always able to deliver these containers to their destination on the same day, so the petitioner requests to temporarily store these containers on site as needed. The current site plan indicates that containers could be stored in any of the proposed trailer stalls, but the petitioner is willing to limit the storage area to exclude the front portion of the site. The petitioner estimates that most containers would be stored for only a day or two, but some could be stored for longer time periods. Container storage is not permitted by-right in the I-1 (light industrial) or I-2 (general industrial) districts, but is allowed by special use in the I-2 district. Therefore, the petitioner needs approval of a Special Use Permit and Variation of Use to allow container storage in the I-1 district.

As part of the container storage request, the petitioner is requesting to stack the containers up to three containers in height. Staff does not find that the stacking of containers is appropriate for this location in the I-1 district at this time, due to the characteristics of the surrounding area, which still includes rural residential uses as well as other I-1 allowed uses. However, staff finds that the storage of single / unstacked containers on site would not be out of character with the area, since containers have a similar height and profile as a parked trailer, and there are existing warehouse and trucking facilities in the vicinity that include trailer parking on their sites.

The development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

Recommended Action

The petitioner is requesting approval of a special use permit for a trucking facility with additional requests for above-ground fuel tanks for a mobile CNG fueling station and container storage and stacking. Staff recommends considering these requests separately and voting on these requests as separate items.

2026-24: A Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component: Staff finds that the truck parking facility request meets the criteria for special uses. The establishment and operation of the proposed special use will not be detrimental to public health and safety nor will it impede the normal and orderly development and improvement of the surrounding property. The surrounding area already contains industrial zoning and industrial developments, and the proposal is consistent with these existing uses. Additionally, adequate access is provided, City utilities are available in the area, and the site will be required to provide adequate stormwater detention. The site is located along Houbolt Road, which provides access to both the Joliet and Elwood intermodal terminals, as well as to the Houbolt Road Bridge. The site would be subject to the yearly fee for each trailer stall through the Payment In Lieu of Taxes program for truck parking facilities.

2026-25: A Variation of Use to allow above-ground fuel tanks in the I-1 (light industrial) district: Staff finds that the variation of use request for above-ground fuel tanks meets the variation of use criteria. The storage cylinders will not be permanently installed on site, but will be part of a mobile CNG fueling station which cannot be located underground. The external effects and appearance of the station are similar to other components of a

typical industrial site. The system will be maintained by a licensed fueling provider and will be required to meet applicable building and safety codes. Approval of the variation of use will allow the petitioner to fuel their fleet with an alternative fuel source.

2026-26: A Special Use Permit to allow container storage and stacking up to three-high and 2026-27: A Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district: Staff finds that the special use and variation of use requests to allow container storage meet the applicable criteria, but that the request for container stacking up to three containers high does not meet the criteria. Staff finds that unstacked container storage on site would not be detrimental to public health and safety nor will it impede the normal and orderly development and improvement of the surrounding property. There are existing industrial developments in the vicinity with large amounts of trailer parking. However, staff finds that container stacking would be out of character with the area and with the requested zoning district. There are sites with container stacking closer to the intermodal rail yard, but the developed areas immediately around the subject site do not have or allow container stacking.

Recommended Conditions

2026-24: If the Zoning Board desires to approve the Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component, located at 23656 S. Houbolt Road, staff recommends that the following conditions would be included:

1. That the property shall be enrolled in the Payment In Lieu Of Taxes (PILOT) program as per the terms of the PILOT Program Ordinance;

2. That a landscape plan that meets City Ordinance shall be submitted as part of the building permit plan set and landscaping per the approved plan shall be installed prior to the issuance of a Certificate of Occupancy;

3. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

4. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

2026-25: If the Zoning Board desires to approve the Variation of Use to allow above-ground fuel tanks for compressed natural gas fueling in the I-1 (light industrial) district, located at 23656 S. Houbolt Road, staff recommends that the following conditions would be included:

1. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Variation of Use.

2026-26 and 2026-27: If the Zoning Board desires to approve the Special Use Permit and Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road, as requested by the applicant, staff recommends that the following conditions would be included:

1. That container storage be prohibited on the east 200 feet of the site;

2. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

3. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit and Variation of Use.

2026-26 and 2026-27: If the Zoning Board desires to approve the Special Use Permit and Variation of Use to allow container storage but with no stacking or at an amount lesser than three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road, staff recommends that the following conditions would be included:

1. Containers shall be allowed but shall not be stacked on top of each other;

2. That container storage be prohibited on the east 200 feet of the site;

3. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

4. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit and Variation of Use.

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown

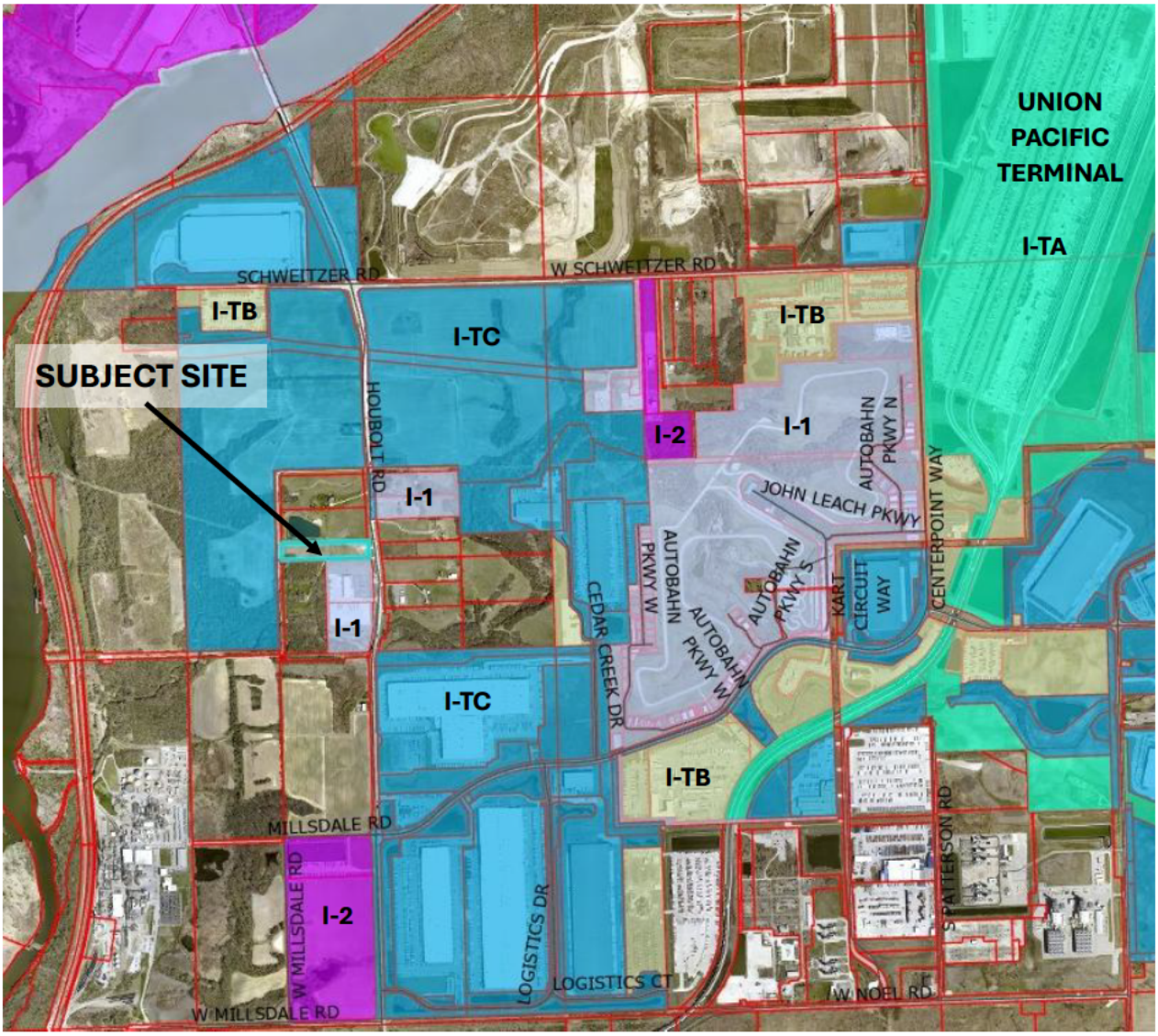




Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)

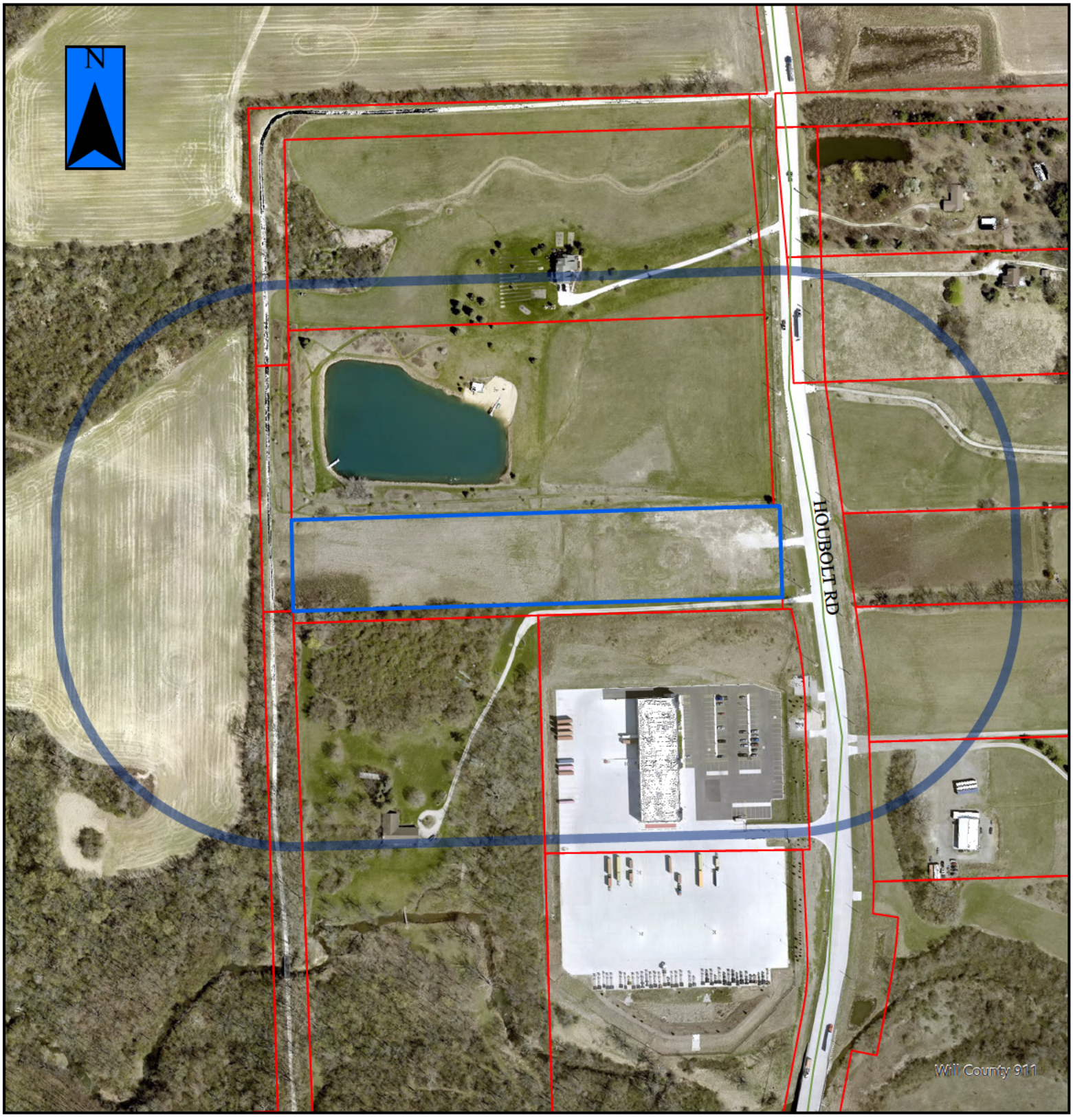


Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider



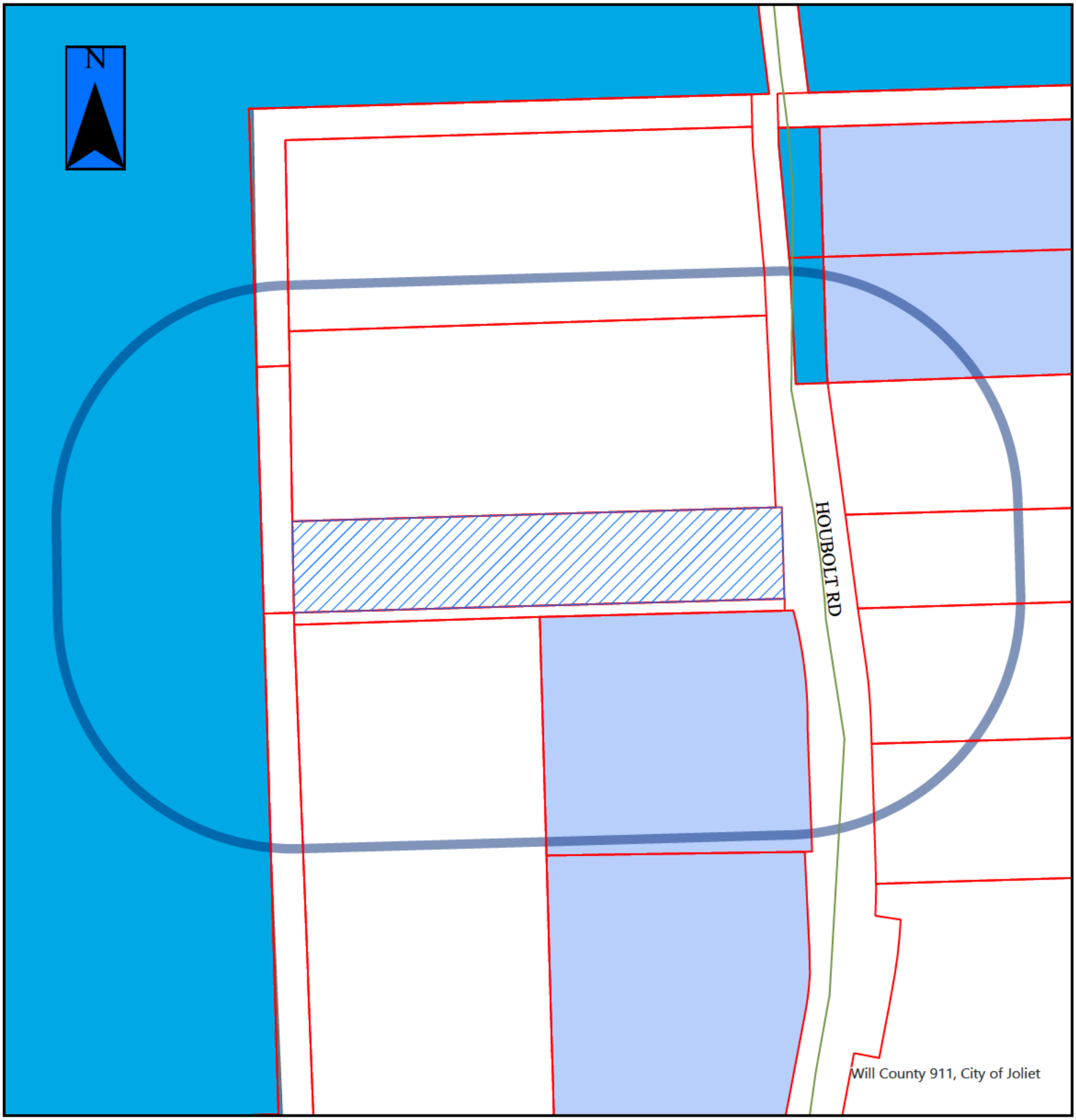


2026-24a / 25a / 26a / 27a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



2026-24 / 25 / 26 / 27

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

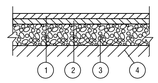
Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B



FUELING TRUCK EXAMPLE*

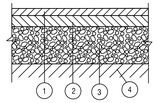
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

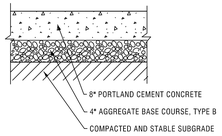
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

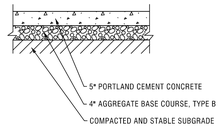
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

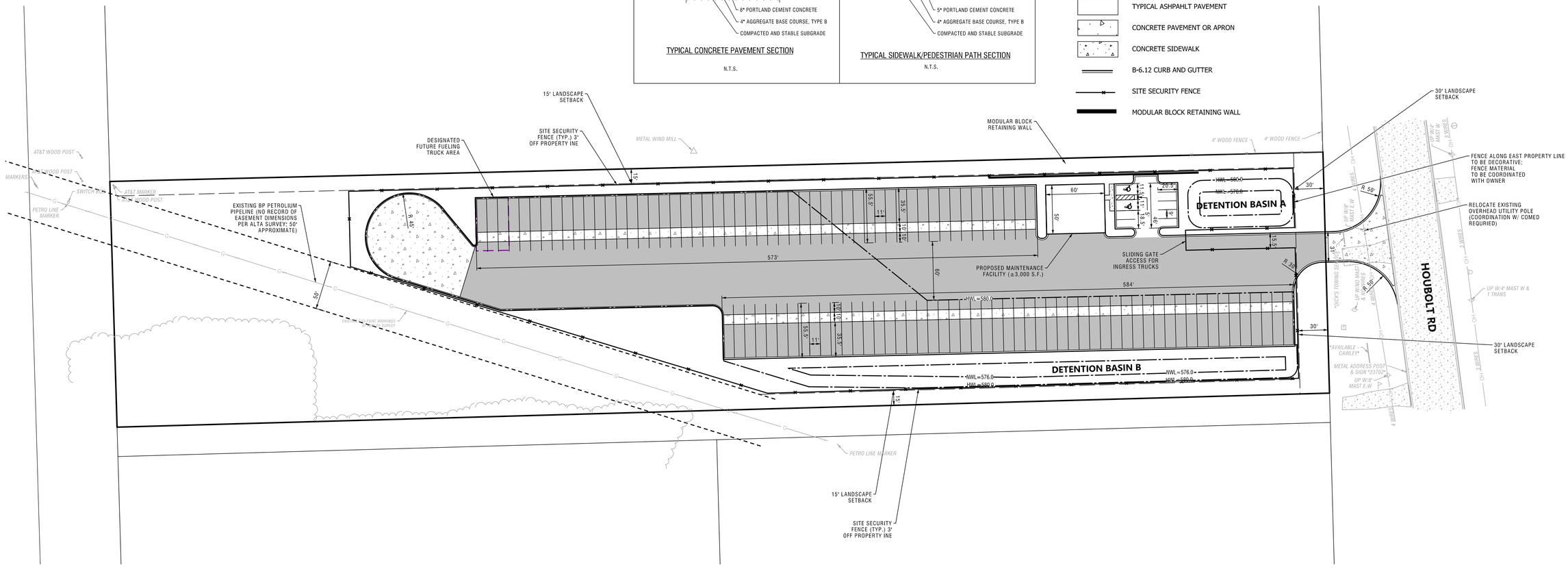
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

DATE: 2/5/26

JOB NO. 14327

SHEET P-GM

1 OF 2

N:\Projects 14000-14499\14327\PRELIM\P-CAD\14327P-GM.dgn Default User=nfonseca

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from: Petition #: _____

_____ Common Address: _____

_____ Date filed: _____

_____ Meeting date requested: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR SPECIAL USE PERMIT

City of Joliet Planning Division, 150 W. Jefferson St., First Floor, South Wing, Joliet, IL 60432
Phone (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH SPECIAL USE IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 410013000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH: _____ DEPTH: _____ AREA : _____

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

SPECIAL USE REQUESTED: Special Use Permit to allow a trucking facility and CNG mobile fueling within an I-1 (General Industrial) District.

The Zoning Board of Appeals is authorized to grant a special use permit provided the applicant establishes by clear and convincing evidence:

(1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and

(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and

(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and

(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and

(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and

(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How will the establishment, maintenance, or operation of the special use affect the public health, safety, morals, comfort, or general welfare?

The proposed truck parking facility will be professionally managed and designed in compliance with all city engineering and fire safety standards. The site will include controlled access, defined parking stalls, adequate lighting, and stormwater management. By consolidating truck parking within a designated facility, the project enhances public safety and general welfare by reducing unauthorized street and lot parking within the community.

2. How will the special use impact properties in the immediate area?

The use is compatible with surrounding industrial and transportation-oriented properties and will not create adverse noise, odor, or visual impacts. Landscape buffers and fencing will be provided to screen the site from adjacent parcels. The facility's appearance and operations will be consistent with the City's intent for transitional use between agricultural and industrial zones, and therefore will not diminish property values or enjoyment of neighboring lands.

3. Will the use impede the normal/orderly development/improvement of surrounding property?

The proposed use supports orderly development by providing infrastructure that complements nearby logistics, warehousing, and transportation businesses. It will not impede future development; in fact, it facilitates continued investment in the area by improving road access and utilities.

4. Are adequate utilities, access roads, drainage, and/or other necessary facilities provided?

All required utilities—including water, sewer, electric, and storm drainage—either exist adjacent to the property or will be extended to meet City standards. The site plan includes engineered stormwater detention, paved access drives, and compliance with the City of Joliet engineering specifications for drainage and infrastructure.

5. Have adequate measures been taken to provide ingress/egress design to minimize traffic congestion in public streets?

The facility's ingress and egress points are designed to accommodate truck turning radii and minimize impact on public streets. Internal circulation will prevent on-street queuing, and directional signage will guide traffic flow. Coordination with the City's Transportation and Engineering Departments will ensure safe access and limited congestion during peak operations.

6. Does the use conform to the applicable land use regulations of the district in which it is located and does it violate any other applicable law, ordinance or regulation?

The project will comply with all applicable City of Joliet zoning, building, and stormwater regulations. A special use permit is being requested specifically to ensure conformity with the AG District standards and the intent of the PILOT ordinance. The project will not violate any federal, state, or local laws or regulations.

7. Has at least one (1) year elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites (unless conditions in the area have changed substantially)?

No prior application for a special use permit for this site has been denied. This is the first such request submitted by Whimsy Joliet LLC.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

UTAH

STATE OF ~~ILLINO~~IS) ss
COUNTY OF ~~WIL~~L)
SUMMIT

I, Clayton Rule, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this 18 **day of** February, **20** 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from:

_____

_____

_____

Petition #: _____

Common Address: _____

Date filed: _____

Meeting date assigned: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR VARIATION OF USE

City of Joliet Planning Division, 150 W. Jefferson St., Joliet, IL 60432
Ph (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH VARIATION IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Propspect IL ZIP CODE: 60056

PHONE: (Primary [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone or email)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 0410013000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (an attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH:_____ DEPTH:_____ AREA:_____

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

VARIATION OF USE REQUESTED: Variation of Use to allow above-ground fuel tanks

RESPONSE TO VARIATION OF USE CRITERIA

The Zoning Board of Appeals is authorized to grant or recommend relief only when it has received adequate evidence to establish a practical difficulty or hardship. The evidence must support each of the following three conditions:

(a) The property in question cannot yield a reasonable return by use permitted and subject to the conditions allowed by the regulations in the particular district or zone.
(b) The plight of the owner is due to unique circumstances.
(c) The variation, if granted, will not alter the essential character of the locality.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How do the applicable zoning regulations prevent the property in question from yielding a reasonable return?

The current AG (General Agricultural) zoning classification limits the property primarily to farming and low-density rural uses, which are not economically feasible given the site's location, size, and surrounding industrial and transportation context. The property is directly influenced by nearby logistics and intermodal activity, making agricultural production impractical. Without the requested variation to allow limited container stacking and associated truck parking, the property cannot achieve a reasonable return consistent with its location and available infrastructure.

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

3. What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.

Granting the variance will complement the existing industrial and transportation character of the surrounding area by consolidating container storage into a managed, screened facility. Positive impacts include improved organization of truck and container operations, reduced illegal or off-site parking, and enhanced economic productivity. The design incorporates fencing, landscaping, and lighting controls to maintain visual compatibility and minimize noise or glare. No significant negative impacts are anticipated, as the proposed use is consistent with nearby logistics facilities and does not alter the overall character or intensity of development in the area.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, _____, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

_____
Petitioner's Signature

_____
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this_____day of _____, 20_____

_____

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

3. What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.

Granting the variance will complement the existing industrial and transportation character of the surrounding area by consolidating container storage into a managed, screened facility. Positive impacts include improved organization of truck and container operations, reduced illegal or off-site parking, and enhanced economic productivity. The design incorporates fencing, landscaping, and lighting controls to maintain visual compatibility and minimize noise or glare. No significant negative impacts are anticipated, as the proposed use is consistent with nearby logistics facilities and does not alter the overall character or intensity of development in the area.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Clayton Rule, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(If other than petitioner)

Subscribed and sworn to before me this 18 **day of** February, **20** 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from:

_____

_____

_____

Petition #: _____

Common Address: _____

Date filed: _____

Meeting date requested: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR SPECIAL USE PERMIT

City of Joliet Planning Division, 150 W. Jefferson St., First Floor, South Wing, Joliet, IL 60432
Phone (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH SPECIAL USE IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 4100130000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND

EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF

SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH: _____ DEPTH: _____ AREA : _____

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

SPECIAL USE REQUESTED: Special Use Permit to allow truck parking and outdoor container storage up to three (3) containers high

The Zoning Board of Appeals is authorized to grant a special use permit provided the applicant establishes by clear and convincing evidence:

(1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and

(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and

(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and

(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and

(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and

(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How will the establishment, maintenance, or operation of the special use affect the public health, safety, morals, comfort, or general welfare?

The current AG zoning regulations restrict the height and nature of outdoor storage, which prevents efficient use of the site for intermodal container operations. Without the ability to stack containers up to three units high, the property's usable storage capacity is substantially reduced, limiting its operational and financial return. Allowing controlled stacking improves site efficiency, reduces land disturbance, and enables the property to generate a reasonable return consistent with its location near major freight corridors and intermodal facilities.

2. How will the special use impact properties in the immediate area?

The property's unique circumstances include its proximity to regional rail and trucking infrastructure, its depth and layout suitable for containerized storage, and its location within an area transitioning from agricultural to industrial and logistics uses. These factors make the site ideally suited for managed intermodal storage rather than agricultural production. To safely and effectively operate within the available footprint, container stacking up to three units high is necessary. This configuration reflects standard logistics practice and allows the site to function competitively while minimizing sprawl and visual impact.

3. Will the use impede the normal/orderly development/improvement of surrounding property?

Granting the variance will not alter the essential character of the area. The surrounding corridor is already characterized by transportation, logistics, and industrial activity. Controlled container stacking will consolidate storage operations within a defined, screened area, resulting in a more orderly and visually managed site. Positive impacts include efficient land use, reduced surface congestion, and support for local logistics employment. Any potential visual impacts will be mitigated through landscaping, fencing, and adherence to height and safety standards. No significant negative impacts are anticipated.

4. Are adequate utilities, access roads, drainage, and/or other necessary facilities provided?

Yes. The site is designed with adequate utilities, paved access roads, engineered stormwater management systems, and all necessary infrastructure to support the proposed use. Drainage improvements and detention basins are incorporated in accordance with the City of Joliet engineering requirements. Power, lighting, and security systems will be installed to ensure safe and efficient operation. No additional public infrastructure is required to accommodate the stacl

5. Have adequate measures been taken to provide ingress/egress design to minimize traffic congestion in public streets?

Yes. The site plan provides defined ingress and egress points designed for truck turning movements and safe circulation. Internal drive aisles and designated staging areas will prevent queuing or obstruction on public streets. Traffic flow has been designed to minimize impacts on surrounding roadways and to ensure all truck activity occurs within the property boundaries. The configuration meets City standards for access management and safety.

6. Does the use conform to the applicable land use regulations of the district in which it is located and does it violate any other applicable law, ordinance or regulation?

he proposed container stacking use conforms to the intent of New Zoning District through the special/variation process and complies with all other applicable City, State, and Federal regulations. The request simply allows greater vertical storage efficiency on an otherwise approved truck parking and logistics site.

The operation will adhere to all safety, screening, and environmental requirements, ensuring full legal compliance.

7. Has at least one (1) year elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites (unless conditions in the area have changed substantially)?

Yes. There have been no prior denials or applications for a similar special use or variation of use on this property. This is the first such request submitted by Whimsy Joliet LLC for container stacking.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

UTAH

STATE OF ~~ILLINO~~IS) ss
COUNTY OF ~~WIL~~L)
SUMMIT

I, Clayton Rule, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this 18 **day of** February **, 20** 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from:

_____

_____

_____

Petition #: _____

Common Address: _____

Date filed: _____

Meeting date assigned: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR VARIATION OF USE

City of Joliet Planning Division, 150 W. Jefferson St., Joliet, IL 60432
Ph (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH VARIATION IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Propspect IL ZIP CODE: 60056

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone or email)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 0410013000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (an attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH: 1238 DEPTH: 250 AREA: 7.073 acres

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

VARIATION OF USE REQUESTED: Variation of Use to allow outdoor intermodal container storage up to three (3) containers high

RESPONSE TO VARIATION OF USE CRITERIA

The Zoning Board of Appeals is authorized to grant or recommend relief only when it has received adequate evidence to establish a practical difficulty or hardship. The evidence must support each of the following three conditions:

(a) The property in question cannot yield a reasonable return by use permitted and subject to the conditions allowed by the regulations in the particular district or zone.
(b) The plight of the owner is due to unique circumstances.
(c) The variation, if granted, will not alter the essential character of the locality.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How do the applicable zoning regulations prevent the property in question from yielding a reasonable return?

The current AG (General Agricultural) zoning classification limits the property primarily to farming and low-density rural uses, which are not economically feasible given the site's location, size, and surrounding industrial and transportation context. The property is directly influenced by nearby logistics and intermodal activity, making agricultural production impractical. Without the requested variation to allow limited container stacking and associated truck parking, the property cannot achieve a reasonable return consistent with its location and available infrastructure.

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

3. What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.

Granting the variance will complement the existing industrial and transportation character of the surrounding area by consolidating container storage into a managed, screened facility. Positive impacts include improved organization of truck and container operations, reduced illegal or off-site parking, and enhanced economic productivity. The design incorporates fencing, landscaping, and lighting controls to maintain visual compatibility and minimize noise or glare. No significant negative impacts are anticipated, as the proposed use is consistent with nearby logistics facilities and does not alter the overall character or intensity of development in the area.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, _____, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

_____
Petitioner's Signature

_____
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this_____day of _____, 20_____

_____

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

3. What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.

Granting the variance will complement the existing industrial and transportation character of the surrounding area by consolidating container storage into a managed, screened facility. Positive impacts include improved organization of truck and container operations, reduced illegal or off-site parking, and enhanced economic productivity. The design incorporates fencing, landscaping, and lighting controls to maintain visual compatibility and minimize noise or glare. No significant negative impacts are anticipated, as the proposed use is consistent with nearby logistics facilities and does not alter the overall character or intensity of development in the area.

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NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

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[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(If other than petitioner)

Subscribed and sworn to before me this 18 day of February, 20 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☒ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☐ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

23656 S. Houbolt Road, Elwood IL 60421

PIN(s): 04-10-01-300-013-0000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

Matthew O'Mara - 100% Ownership of Whimsy Joliet LLC

[redacted]

E-MAIL: [redacted] **FAX:**

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐ **Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐ **Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐ **Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐ **Partnership:**	State the names, addresses, and phone #'s of all partners
☐ **Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

_____

_____

_____

_____

E-MAIL:_____ **FAX**:_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED:_____

DATE:_____

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Clayton Rule, CFO, [redacted]

_____

PRINT

ZONING BOARD OF APPEALS

CRITERIA FOR SPECIAL USES

Section 47-5.2 (C) of the Zoning Ordinance states:

A special use permit shall not be granted unless the applicant establishes by clear and convincing evidence:

	Does the evidence presented sustain this criteria?	Comments
(1) That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and		
(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and		
(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and		
(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and		
(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and		
(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and		
(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.		

ZONING BOARD OF APPEALS

CRITERIA FOR VARIATIONS

Section 47-19.8 of the Zoning Ordinance states:

A variation shall not be granted in any case unless the Board shall find and clearly state in its record of the case that:

	Does the evidence presented sustain this criteria?	Comments
(1) Reasons sustaining the contention that strict enforcement of the Ordinance would involve practical difficulties or impose exceptional hardship were found as follows: (a) _____ (b) _____ (c) _____ (list of reasons)		
(2) Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the Board, a variation is permitted because the evidence sustained the existence of each of the three following conditions: (a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone. (b) The plight of the owner is due to unique circumstances. (c) The variation, if granted, will not alter the essential character of the locality.		
(3) A public hearing was held on such variation of which at least 15 days and not more than 30 days notice was published in the _____ (name of newspaper) on _____ (date).		

ZONING BOARD OF APPEALS

CRITERIA FOR SPECIAL USES

Section 47-5.2 (C) of the Zoning Ordinance states:

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(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and		
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ZONING BOARD OF APPEALS

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(2) Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the Board, a variation is permitted because the evidence sustained the existence of each of the three following conditions: (a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone. (b) The plight of the owner is due to unique circumstances. (c) The variation, if granted, will not alter the essential character of the locality.		
(3) A public hearing was held on such variation of which at least 15 days and not more than 30 days notice was published in the _____ (name of newspaper) on _____ (date).		

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, May 21, 2026

2:00 PM

City Hall, Council Chambers

Zoning Board of Appeals

Board Members
Ralph Bias
Ed Hennessy
Bob Nachtrieb
Debbie Radakovich
Jane McGrath Schmig
Jesse Stiff

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

ROLL CALL

Present Ralph Bias, Ed Hennessy, Debbie Radakovich, Jane McGrath Schmig and Jesse Stiff

Absent Bob Nachtrieb

APPROVAL OF MINUTES

TMP-9790

Attachments: ZBA Meeting Minutes 04.16.26

A motion was made by Ralph Bias, seconded by Debbie Radakovich, to approve: Approval of April 16, 2026 Zoning Board of Appeals Minutes. The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

None

TMP-9791

Attachments: ZBA 2700 Ellis Road_Staff Report Packet.pdf

Ms. Jayne Bernhard read the staff report into the record. Mr. Matthew Goode, representing Venture One Real Estate, LLC, appeared on behalf of the petition. Commissioner Jesse Stiff inquired if double-row trailer parking would affect emergency vehicle access. Mr. Goode responded. Commissioner Ralph Bias inquired about the use of the property. Mr. Goode responded. No public comments were made in favor of or in opposition to the petition. Commissioners decided to vote on the petition's two variations separately.

A motion was made by Ralph Bias, seconded by Jane McGrath Schmig, to approve: PETITION 2026-23: A Variation to allow truck trailer parking on the short side of a building, located at 2700 Ellis Road. (COUNCIL DISTRICT #5).

A motion was made by Debbie Radakovich, seconded by Ralph Bias, to

approve: PETITION 2026-23: A Variation to allow truck trailer parking with a double-row, located at 2700 Ellis Road. (COUNCIL DISTRICT #5).

Both motions carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

TMP-9792

Attachments: ZBA 2026-24 25 26 27 (23656 S Houbolt Rd) Staff Report Packet_Redacted.pdf

Ms. Bernhard read the staff report into the record. Mr. John Argoudelis, representing the petitioner Whimsy Trucking, appeared on behalf of the petitions. Commissioner Ralph Bias confirmed the location of the site and inquired if the property was leased or owned. Commissioner Debbie Radakovich inquired if Whimsy was stacking trailers on the existing adjacent property. Commissioner Jayne McGrath Schmig commented on the length of time trailers would be stacked and inquired about Fire Marshal approval as well as the size of the mobile refueling trucks. Commissioners inquired about setback distances between CNG equipment and adjacent properties. Mr. Argoudelis responded to all comments and questions. Ms. Kathleen Garthus appeared to make a public comment in opposition to the petitions. Commissioners decided to vote on the petitions separately.

A motion was made by Jesse Stiff, seconded by Ralph Bias, to approve: PETITION 2026-24: Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy and Stiff

Nay: Radakovich and McGrath Schmig

Absent: Nachtrieb

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve: PETITION 2026-25: Variation of Use to allow above-ground fuel tanks for compressed natural gas fueling in the I-1 (light industrial) district, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy and Stiff

Nay: Radakovich and McGrath Schmig

Absent: Nachtrieb

A motion was made by Jane McGrath Schmig, seconded by Debbie Radakovich, to deny: PETITION 2026-26: Special Use Permit to allow container

storage and stacking up to three-high, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

A motion was made by Debbie Radakovich, seconded by Jane McGrath Schmig, to deny: PETITION 2026-27: Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

TMP-9793

Attachments: 556 Ward Complete Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Brian Contreras, petitioner and property owner, appeared on behalf of the petition. Mr. Bias inquired how long the structure has been vacant and if the petitioner was the owner. Mr. Contreras responded. No public comments were made in favor of or in opposition to the petition.

A motion was made by Ralph Bias, seconded by Debbie Radakovich, to approve: PETITION 2026-28: Repeal of a Variation of Use to allow a 4 unit residence, an R-4 (multifamily residential use), in an R-3 (one-and-two-family residential) zoning District, located at 556 Ward Avenue (COUNCIL DISTRICT #4). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve adjournment. The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 322-26

File ID: 322-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/03/2026

Final Action:

Title: Ordinances Associated with 23656 S. Houbolt Road:

Ordinance Approving a Special Use Permit to Allow a Truck Parking Facility with Mobile Compressed Natural Gas (CNG) Fueling as an Accessory Component (ZBA 2026-24)

Ordinance Approving a Variation of Use to Allow Above-Ground Fuel Tanks for Compressed Natural Gas Fueling in the I-1 (Light Industrial) District (ZBA 2026-25)

Attachments: Ordinance - Special Use Permit ZBA 2026-24.docx, Ordinance - Variation of Use ZBA 2026-25.docx, Site Plan 23656 S Houbolt Rd.pdf, Maps and Site Photos 2026-24 25 26 27.pdf, ZBA Staff Report Packet 2026-24 25 26 27_Redacted.pdf, SUP and Variation Criteria.pdf, Zoning Board of Appeals Minutes 05-21-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/12/2026	Dustin Anderson	Approve	6/8/2026
1	2	6/12/2026	Todd Lenzie	Approve	6/16/2026
1	3	6/12/2026	Beth Beatty	Approve	6/16/2026

Memo

File #: 323-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with 23656 S. Houbolt Road:

Ordinance Approving a Special Use Permit to Allow Container Storage and Stacking Up to Three-High (ZBA 2026-26)

Ordinance Approving a Variation of Use to Allow Container Storage and Stacking Up to Three-High in the I-1 (Light Industrial) District (ZBA 2026-27)

BACKGROUND:
The petitioner and property owner, Whimsy Joliet LLC, is requesting approval of a Special Use Permit to allow a truck parking facility for their local freight carrier company, Whimsy Trucking, at 23656 S. Houbolt Road. The 7-acre parcel is currently within unincorporated Will County with County A-1 (agricultural) zoning. The petitioner is requesting annexation and classification to the I-1 (light industrial) zoning district. Trucking facilities are allowed as special uses within the industrial zoning districts. The petitioner is also requesting mobile compressed natural gas (CNG) fueling as an accessory component of the facility, which requires approved of a Variation of Use to allow above-ground fuel tanks in the I-1 district. Additionally, the petitioner is requesting container storage and stacking up to three containers high at the proposed facility, which requires approval of a separate Special Use Permit and Variation of Use.

Whimsy Trucking provides transportation services related to intermodal freight hauling, transferring, and storage. They have headquarters in Mount Prospect, Illinois, several yards in the Chicagoland area, and an existing truck terminal south of the subject site at 3901 Houbolt Road. The proposed development at 23656 S. Houbolt Road would include a 3,000-square-foot office building, employee parking, and a trailer parking area with around 105 stalls. According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The subject site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The lot is 247 feet wide and 1,239 feet deep with a petroleum pipeline angled across the rear half of the property. The site previously contained a farmstead and is currently vacant. The area surrounding the site is a mix of incorporated City of Joliet and unincorporated Will County. The incorporated City

properties have industrial zoning, while the surrounding unincorporated County properties are rural residential and zoned County A-1 (agricultural).

The south side of the subject site is adjacent to a 30-foot-wide unincorporated parcel that contains a driveway for the rural residential property located south of the west side of the subject site. Across the 30-foot parcel to the south of the east side of the subject site is the existing Whimsy terminal at 3901 Houbolt Road. In 2022, the City Council approved the annexation of the 3901 Houbolt Road property, classification to the I-1 (light industrial) district, and a Special Use Permit to allow a truck terminal. Whimsy subsequently developed the site with an approximately 9.5-acre facility containing a logistics building and trailer parking area. Directly adjacent to the north of the subject site is an unincorporated rural residential property. The rear of the subject site abuts a 77-foot-wide pipeline property with County A-1 zoning; to the west of the pipeline is undeveloped CenterPoint property zoned I-TC (intermodal terminal - industrial park).

The petitioner is requesting container storage and stacking up to three high at the proposed facility. Whimsy picks up containers from the Union Pacific and BNSF intermodal terminals in Joliet and Elwood on behalf of third-party logistics providers and shippers and then delivers them to local and regional warehouses and distribution centers. Whimsy is not always able to deliver these containers to their destination on the same day, so the petitioner requests to temporarily store these containers on site as needed. The petitioner is willing to limit the storage area to exclude the front portion of the site per staff's recommendation. The petitioner estimates that most containers would be stored for only a day or two, but some could be stored for longer time periods. Container storage is not permitted by-right in the I-1 (light industrial) or I-2 (general industrial) districts, but is allowed by special use in the I-2 district. Therefore, the petitioner needs approval of a Special Use Permit and Variation of Use to allow container storage and stacking in the I-1 district.

The site will need to have perimeter landscaping in accordance with the Zoning Ordinance's Landscape and Screening Regulations, including a 30-foot landscape area along the east side and a 15-foot landscape area along the north and south sides adjacent to the facility. There is no development planned on the portion of the site south of the pipeline that runs across the rear of the property. Landscape improvements will not be required on or south of the pipeline.

The development will be required to comply with other Zoning Ordinance requirements, including but not limited to the non-residential design standards and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

Staff finds that the storage of single / unstacked containers on site would not be out of character with the area, since containers have a similar height and profile as a parked trailer, and there are existing warehouse and trucking facilities in the vicinity that include trailer parking on their sites.

Staff finds that the special use and variation of use requests to allow container storage meet the applicable criteria. Staff finds that unstacked container storage on site would not be detrimental to public health and safety nor will it impede the normal and orderly development and improvement of the surrounding property. The storage of single / unstacked containers on site would not be out of

character with the area, since containers have a similar height and profile as a parked trailer, and there are existing warehouse and trucking facilities in the vicinity that include trailer parking on their sites. The surrounding area still includes rural residential uses as well as other I-1 allowed uses. There are sites with container stacking closer to the intermodal rail yard, but the developed areas immediately around the subject site do not have or allow container stacking.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter at their meeting on May 21, 2026. John Argoudelis, attorney, represented the petition. One person spoke in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE ZONING BOARD OF APPEALS:
Jane McGrath Schmig moved that the Zoning Board of Appeals recommend denial of the Special Use Permit to allow container storage and stacking up to three-high, located at 23656 S. Houbolt Road. Debbie Radakovich seconded the motion, which passed with five (5) aye votes and no nay votes. Voting aye were: Bias, Hennessy, Radakovich, McGrath Schmig, and Stiff. Voting nay were: none. Absent were: Nachtrieb.

Debbie Radakovich moved that the Zoning Board of Appeals recommend denial of the Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road. Jane McGrath Schmig seconded the motion, which passed with five (5) aye votes and no nay votes. Voting aye were: Bias, Hennessy, Radakovich, McGrath Schmig, and Stiff. Voting nay were: none. Absent were: Nachtrieb.

RECOMMENDATION:
If Council does not concur with the recommendation of the Zoning Board of Appeals, the Mayor and City Council should adopt an Ordinance approving a Special Use Permit to allow container storage and stacking up to three-high, subject to the following conditions:

1. That container storage be prohibited on the east 200 feet of the site;

2. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

3. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

If Council does not concur with the recommendation of the Zoning Board of Appeals, the Mayor and City Council should adopt an Ordinance approving a Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district, subject to the following conditions:

1. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Variation of Use.

ORDINANCE NO._____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
(23656 S. Houbolt Road)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: A Special Use Permit is hereby authorized pursuant to Section 47-5.2 of the Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, to allow the specific use identified in Exhibit A on the real property described in Exhibit A and subject to the conditions set forth in Exhibit A. The Special Use Permit is authorized subject to the terms and conditions of all applicable federal, state, and local laws, ordinances, and regulations. The zoning classification of the subject property for which this Special Use Permit is authorized remains the same and is not changed in any way by the passage of this Ordinance. This Ordinance shall be strictly construed to prohibit any use not specifically authorized herein or otherwise allowed by the Zoning Ordinance of the City of Joliet. Noncompliance with the mandatory conditions set forth in this Ordinance shall subject the Special Use to repeal. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 2: The findings of fact and recommendation of the Zoning Board of Appeals on the granting of this Special Use are hereby adopted and made a part of this Ordinance.

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

_____	_____
MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 04-10-01-300-013-0000
ADDRESS: 23656 S. Houbolt Road
ZBA APPROVED: No
PETITION #: 2026-26

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

SPECIAL USE PERMIT FOR: 23656 S. Houbolt Road

1. **LEGAL DESCRIPTION OF PROPERTY:**

   THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

   PIN: 04-10-01-300-013-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Special Use Permit to allow container storage and stacking up to three-high

3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

   1. That container storage be prohibited on the east 200 feet of the site;

   2. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

   3. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION OF USE
(23656 S. Houbolt Road)

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: A variation of use from the Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, is hereby granted to allow the specific use identified in Exhibit A on the real property described in Exhibit A and subject to the conditions set forth in Exhibit A. The variation of use is granted subject to the terms and conditions of all applicable federal, state, and local laws, ordinances, and regulations. The zoning classification of the subject property for which this variation of use is granted remains the same and is not changed in any way by the passage of this Ordinance. This Ordinance shall be strictly construed to prohibit any use not specifically granted herein or otherwise allowed by the Zoning Ordinance of the City of Joliet. Noncompliance with the mandatory conditions set forth in this Ordinance shall subject the variation of use to repeal.

SECTION 2: The findings of fact and recommendation of the Zoning Board of Appeals on the granting of this variation of use are hereby adopted and made a part of this Ordinance (unless the Zoning Board of Appeals has recommended against the approval of the variation of use, in which case this Ordinance has been passed by a favorable vote of at least two-thirds of the members of the City Council then holding Office).

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage.

PASSED this _____ day of _____, 2026.

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 04-10-01-300-013-0000
ADDRESS: 23656 S. Houbolt Road
ZBA APPROVED: No
PETITION #: 2026-27

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

VARIATION OF USE FOR: 23656 S. Houbolt Road

1. **LEGAL DESCRIPTION OF SUBJECT PROPERTY:**

   THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE NORTH 1,043.00 FEET THEREOF AND ALSO EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF ALL IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

   PIN: 04-10-01-300-013-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district

3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

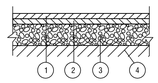
   1. That container storage be prohibited on the east 200 feet of the site; and

   2. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Variation of Use.



FUELING TRUCK EXAMPLE*

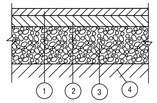
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

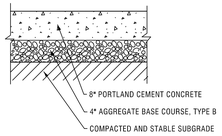
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

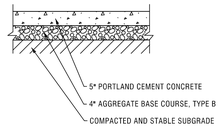
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

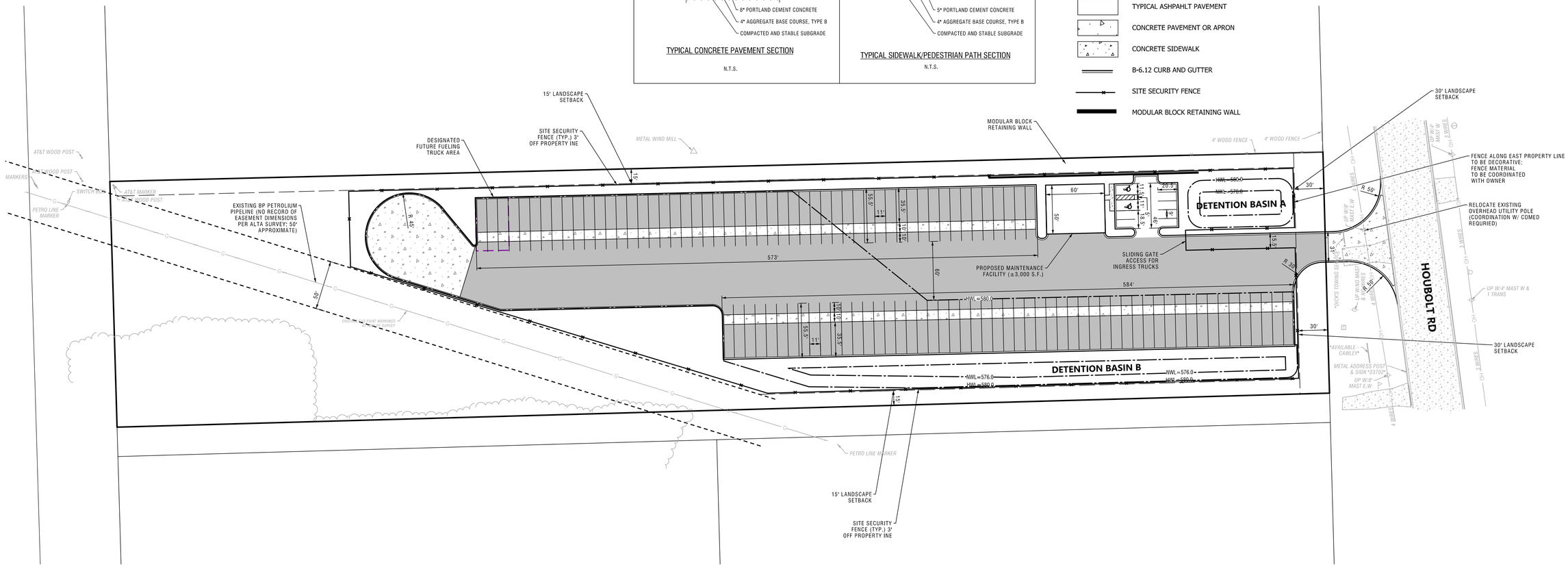
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

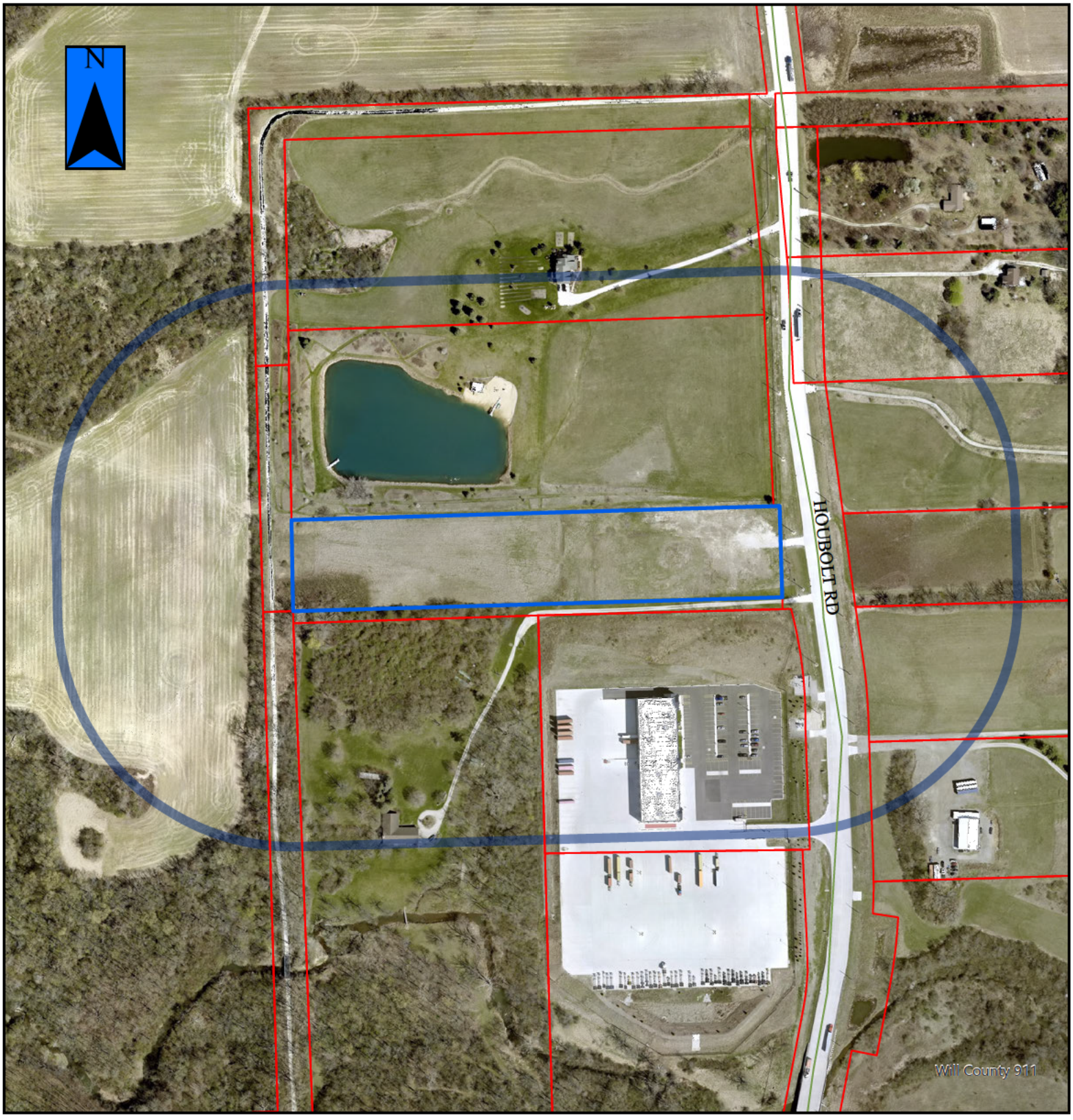
DATE: 2/5/26

JOB NO. 14327

SHEET P-GM

1 OF 2

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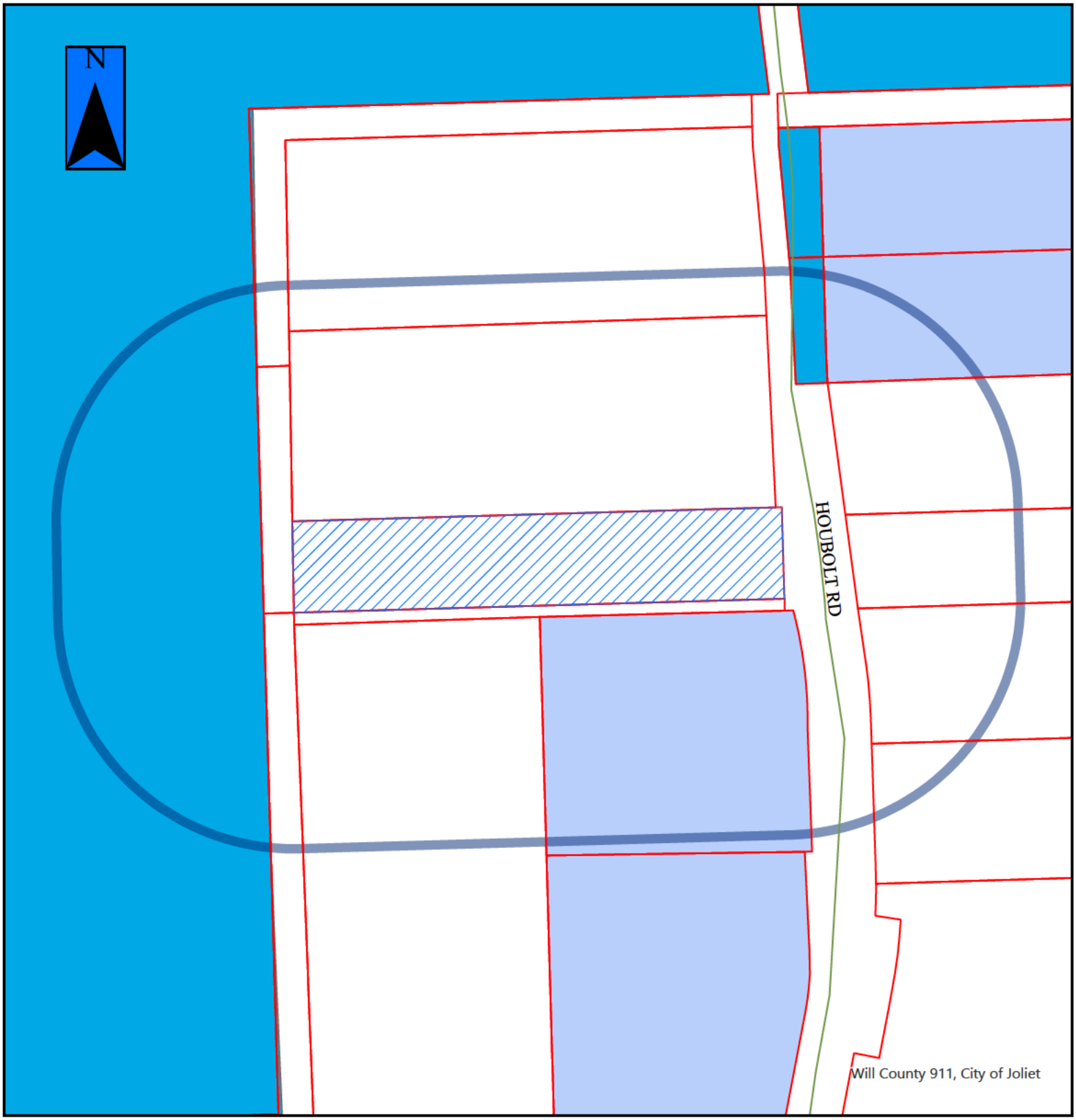


2026-24a / 25a / 26a / 27a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



2026-24 / 25 / 26 / 27

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown

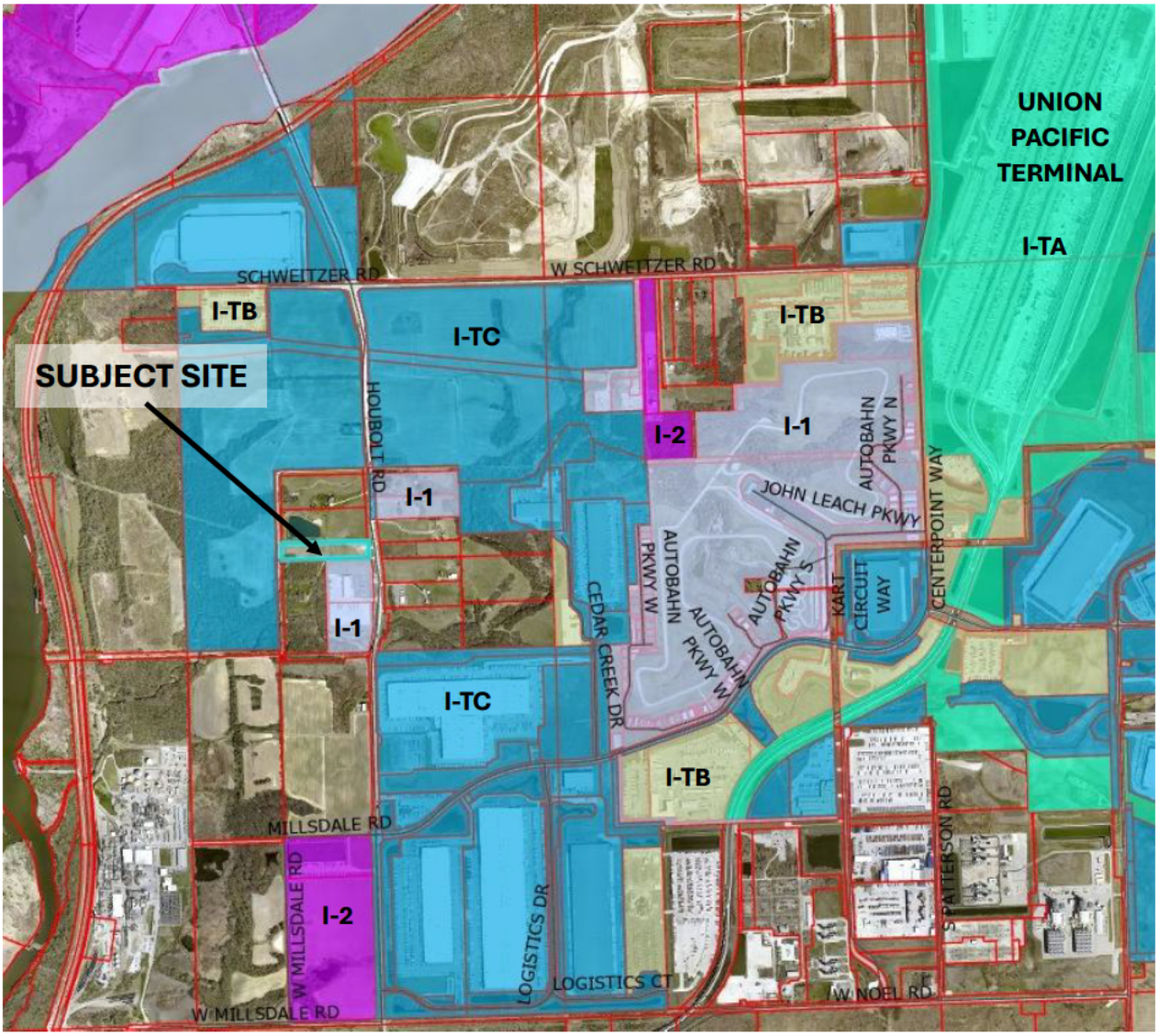




Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)



Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider



STAFF REPORT

DATE:	May 15, 2026	
TO:	Zoning Board of Appeals	
FROM:	Helen Miller, Planner	
RE:	Petition Number:	2026-24, 2026-25, 2026-26, and 2026-27
	Applicant:	Whimsey Joliet LLC (Clayton Rule, representative)
	Status of Applicant:	Property Owner
	Property Owner:	Whimsy Joliet LLC
	Location:	23656 S. Houbolt Road
	Request:	2026-24: A Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component 2026-25: A Variation of Use to allow above-ground fuel tanks in the I-1 (light industrial) district 2026-26: A Special Use Permit to allow container storage and stacking up to three-high 2026-27: A Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district

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Purpose

The petitioner is requesting a Special Use Permit to allow a truck parking facility for their local freight carrier company at 23656 S. Houbolt Road. Per the City of Joliet Zoning Ordinance, carting, express, and hauling establishments may be allowed as special uses in the industrial zoning districts by the Mayor and City Council, with the advice of the Zoning Board of Appeals in accordance with Section 47-5.2.

The petitioner has submitted a corresponding petition to annex the subject property to the City of Joliet with a requested zoning classification of the I-1 (light industrial) district. The annexation petition is scheduled to be reviewed by the Plan Commission at their meeting on May 21, 2026.

The petitioner is proposing mobile compressed natural gas (CNG) fueling as an accessory component of the facility. The mobile fueling station, which consists of a fueling system mounted on a trailer, would contain CNG storage cylinders. Per the Zoning Ordinance, no “flammable or explosive liquids, solids, or gases shall be stored in bulk above ground” except in the I-2 (general industrial) and I-3 (heavy industrial) zoning districts. Therefore, the petitioner would need a Variation of Use to allow a mobile fueling

unit containing CNG cylinders to be parked onsite in the I-1 district. The Variation of Use request must be considered by the City Council following the recommendation of the Zoning Board of Appeals.

The petitioner is also requesting the storage and stacking of cargo containers on the site. The Zoning Ordinance allows the outdoor storage of cargo containers as a special use in the I-2 (general industrial) or I-3 (heavy industrial) districts. Therefore, the petitioner needs a Special Use Permit and Variation of Use to allow container storage at this site in the I-1 district. Both the Special Use Permit and Variation of Use requests must be considered by the City Council following the recommendation of the Zoning Board of Appeals.

Site Specific Information

The 7-acre subject site is located in unincorporated Will County and currently has County A-1 (agricultural) zoning. The lot is 247 feet wide and 1,239 feet deep. There is a petroleum pipeline angled across the rear half of the property. The site previously contained a farmstead and is currently vacant.

The subject site is located on the west side of Houbolt Road, which was reconstructed into a four-lane road several years ago when the Houbolt Road Bridge was completed over the Des Plaines River to provide a connection between Interstate 80 and CenterPoint Intermodal Center. The petitioner, Whimsy Joliet LLC, also owns the property to south of the subject site at 3901 Houbolt Road. In 2022, the City Council approved the annexation of the 3901 Houbolt Road property, classification to the I-1 (light industrial) district, and a Special Use Permit to allow a truck terminal. Whimsy subsequently developed the site with an approximately 9.5-acre facility containing a logistics building and trailer parking area. They continue to own and operate this site as the main Joliet terminal for their fleet.

Surrounding Zoning, Land Use and Character

The immediate surrounding area is a mix of incorporated City of Joliet and unincorporated Will County. There are two nearby sites with City I-1 (light industrial) zoning, located to the northeast and south of the subject site. Within a half-mile surrounding the subject site are several CenterPoint properties that are primarily zoned I-TC (intermodal terminal – industrial park), which permits warehousing, logistics, and manufacturing uses. The unincorporated Will County properties on the east side of Houbolt are rural residential and zoned County A-1 (agricultural).

The adjacent parcel along the south side of the subject site is 30 feet wide and contains a driveway for the rural residential property located south of the west side of the subject site. The driveway and rural residential parcels are within unincorporated Will County and zoned A-1 (agricultural). Across the 30-foot parcel to the south of the east side of the subject site is the existing Whimsy terminal at 3901 Houbolt Road. Directly adjacent to the north of the site is a rural residential property in unincorporated Will County with A-1

(agricultural) zoning. The rear of the subject site abuts a 77-foot-wide pipeline property with County A-1 zoning; to the west of the pipeline is undeveloped CenterPoint property zoned I-TC (intermodal terminal – industrial park).

Applicable Regulations

- Section 47-14.2A (D) Special Uses – All Industrial Districts
- Section 47-17.10 Outdoor Storage and Waste Disposal
- Section 47-14.10 Outdoor Manufacturing and Storage – All Industrial Districts
- Section 47-5.2 (C) Criteria for issuance of a Special Use Permit (refer to attachment)
- Section 47-17.28 Variation of Use

***Section 47-17.28**: **Variation of Use**: A "variation of use" shall be defined to mean relief from strict compliance with the use limitations of this Ordinance regarding the classification, regulation, and restriction of the location where trades, industries, businesses, and residences may exist.*

Discussion

The petitioner, Whimsy Joliet LLC, is requesting a Special Use Permit to allow a truck parking facility for their local freight carrier company, Whimsy Trucking. Whimsy Trucking provides transportation services related to intermodal freight hauling, transferring, and storage. They have headquarters in Mount Prospect, Illinois and several yards in the Chicagoland area. They currently operate a terminal at 3901 Houbolt Road that includes maintenance, parking, and dispatch operations. The proposed development at 23656 S. Houbolt Road would include an office building and a trailer parking area. The petitioner is also requesting mobile fueling and container storage at the proposed facility. These components require additional zoning approvals, which can be considered and voted on separately from the request to allow a trucking facility.

According to the petitioner, the proposed facility would serve around 20 trucks from Whimsy's fleet. The petitioner estimates that there would be around 90 to 100 truck trips total to and from the site per day. The proposed facility would have an approximately 3,000-square-foot office building, nine employee parking spaces, and around 105 trailer parking stalls. The facility would be surrounded by a security fence with an access gate for trucks entering the site. There would be one entrance off Houbolt Road.

The office building will need to meet the City's Non-Residential Design Standards. The site will need to have perimeter landscaping in accordance with the Zoning Ordinance's Landscape and Screening Regulations, including a 30-foot landscape area along the east side and a 15-foot landscape area along the north and south sides adjacent to the facility. There is no development planned on the portion of the site south of the pipeline that runs

across the rear of the property. Landscape improvements will not be required on or south of the pipeline.

The petitioner proposes for the facility to include mobile compressed natural gas (CNG) fueling as an accessory component. The fueling station is intended for use by the petitioner's fleet and is not open to the public. According to the petitioner, it will mainly be used for the trucks that are parked and stored at the subject site, but could occasionally fuel other Whimsy trucks from the neighboring terminal. The mobile fueling unit would consist of CNG storage cylinders and a compression / fueling system mounted on a trailer. The mobile unit would have a similar size and footprint as a standard trailer and would take up the space of a standard trailer stall. Figure 6 shows one example of a mobile fueling station; the design of the unit differs depending on the provider. The mobile trailer unit would remain in a designated location on site, but could be relocated as needed. The fueling system would be monitored and maintained by a licensed third-party fueling provider and filled several times per week via a CNG tube trailer or other delivery equipment. The system would be required to comply with the International Fire Code, including the installation of protective barriers around the unit.

The petitioner needs a Variation of Use to allow the mobile CNG fueling system on the site because the Zoning Ordinance only permits above-ground fuel tanks in the I-2 (general industrial) and I-3 (heavy industrial) zoning districts. According to the petitioner, the operational impacts of the mobile fueling unit are similar to typical equipment found at trucking facilities and will not cause additional effects beyond normal trucking operations. The fueling system operates at sound levels similar to typical industrial equipment such as HVAC units or shop compressors. The fuel tanks will not be permanently installed on the site and therefore could be removed if site operations were to change in the future.

The petitioner is also requesting container storage and stacking on the subject property. Whimsy picks up containers from the Union Pacific and BNSF intermodal terminals in Joliet and Elwood on behalf of third-party logistics providers and shippers and then delivers them to local and regional warehouses and distribution centers. Whimsy is not always able to deliver these containers to their destination on the same day, so the petitioner requests to temporarily store these containers on site as needed. The current site plan indicates that containers could be stored in any of the proposed trailer stalls, but the petitioner is willing to limit the storage area to exclude the front portion of the site. The petitioner estimates that most containers would be stored for only a day or two, but some could be stored for longer time periods. Container storage is not permitted by-right in the I-1 (light industrial) or I-2 (general industrial) districts, but is allowed by special use in the I-2 district. Therefore, the petitioner needs approval of a Special Use Permit and Variation of Use to allow container storage in the I-1 district.

As part of the container storage request, the petitioner is requesting to stack the containers up to three containers in height. Staff does not find that the stacking of containers is appropriate for this location in the I-1 district at this time, due to the characteristics of the surrounding area, which still includes rural residential uses as well as other I-1 allowed uses. However, staff finds that the storage of single / unstacked containers on site would not be out of character with the area, since containers have a similar height and profile as a parked trailer, and there are existing warehouse and trucking facilities in the vicinity that include trailer parking on their sites.

The development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

Recommended Action

The petitioner is requesting approval of a special use permit for a trucking facility with additional requests for above-ground fuel tanks for a mobile CNG fueling station and container storage and stacking. Staff recommends considering these requests separately and voting on these requests as separate items.

2026-24: A Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component: Staff finds that the truck parking facility request meets the criteria for special uses. The establishment and operation of the proposed special use will not be detrimental to public health and safety nor will it impede the normal and orderly development and improvement of the surrounding property. The surrounding area already contains industrial zoning and industrial developments, and the proposal is consistent with these existing uses. Additionally, adequate access is provided, City utilities are available in the area, and the site will be required to provide adequate stormwater detention. The site is located along Houbolt Road, which provides access to both the Joliet and Elwood intermodal terminals, as well as to the Houbolt Road Bridge. The site would be subject to the yearly fee for each trailer stall through the Payment In Lieu of Taxes program for truck parking facilities.

2026-25: A Variation of Use to allow above-ground fuel tanks in the I-1 (light industrial) district: Staff finds that the variation of use request for above-ground fuel tanks meets the variation of use criteria. The storage cylinders will not be permanently installed on site, but will be part of a mobile CNG fueling station which cannot be located underground. The external effects and appearance of the station are similar to other components of a

typical industrial site. The system will be maintained by a licensed fueling provider and will be required to meet applicable building and safety codes. Approval of the variation of use will allow the petitioner to fuel their fleet with an alternative fuel source.

2026-26: A Special Use Permit to allow container storage and stacking up to three-high and 2026-27: A Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district: Staff finds that the special use and variation of use requests to allow container storage meet the applicable criteria, but that the request for container stacking up to three containers high does not meet the criteria. Staff finds that unstacked container storage on site would not be detrimental to public health and safety nor will it impede the normal and orderly development and improvement of the surrounding property. There are existing industrial developments in the vicinity with large amounts of trailer parking. However, staff finds that container stacking would be out of character with the area and with the requested zoning district. There are sites with container stacking closer to the intermodal rail yard, but the developed areas immediately around the subject site do not have or allow container stacking.

Recommended Conditions

2026-24: If the Zoning Board desires to approve the Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component, located at 23656 S. Houbolt Road, staff recommends that the following conditions would be included:

1. That the property shall be enrolled in the Payment In Lieu Of Taxes (PILOT) program as per the terms of the PILOT Program Ordinance;

2. That a landscape plan that meets City Ordinance shall be submitted as part of the building permit plan set and landscaping per the approved plan shall be installed prior to the issuance of a Certificate of Occupancy;

3. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

4. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

2026-25: If the Zoning Board desires to approve the Variation of Use to allow above-ground fuel tanks for compressed natural gas fueling in the I-1 (light industrial) district, located at 23656 S. Houbolt Road, staff recommends that the following conditions would be included:

1. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Variation of Use.

2026-26 and 2026-27: If the Zoning Board desires to approve the Special Use Permit and Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road, as requested by the applicant, staff recommends that the following conditions would be included:

1. That container storage be prohibited on the east 200 feet of the site;

2. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

3. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit and Variation of Use.

2026-26 and 2026-27: If the Zoning Board desires to approve the Special Use Permit and Variation of Use to allow container storage but with no stacking or at an amount lesser than three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road, staff recommends that the following conditions would be included:

1. Containers shall be allowed but shall not be stacked on top of each other;

2. That container storage be prohibited on the east 200 feet of the site;

3. That the Special Use granted herein, per Section 47-5.2(E) Special Uses, shall terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period; and

4. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit and Variation of Use.

Figure 1: Aerial of subject site and surrounding area including the intermodal center (2025); City zoning layer shown

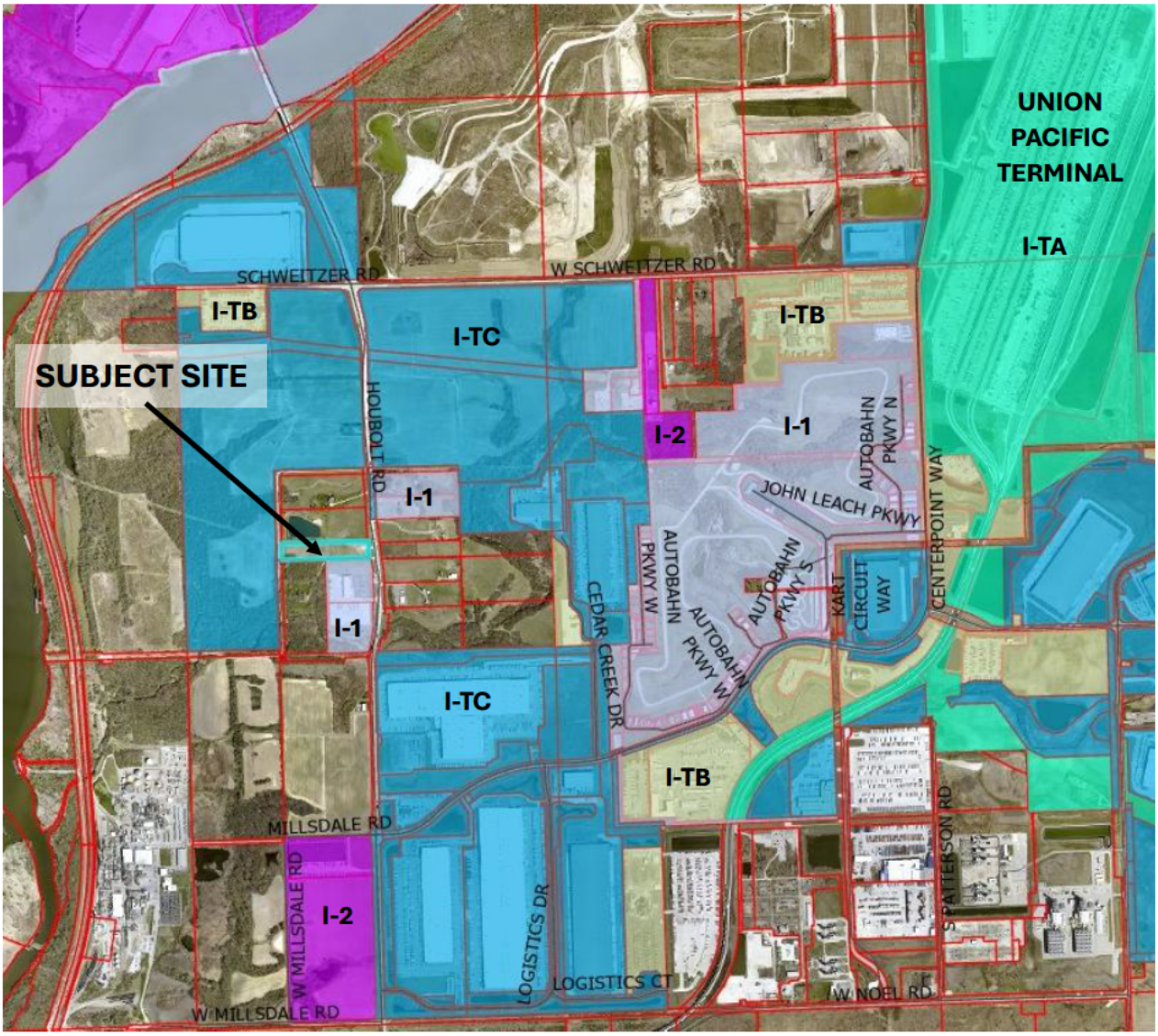




Figure 2: Subject site at 23656 S. Houbolt Road, view looking west from Houbolt Road (May 2025)



Figure 3: Subject site and existing Whimsy Trucking terminal to the south at 3901 Houbolt Road (May 2025)

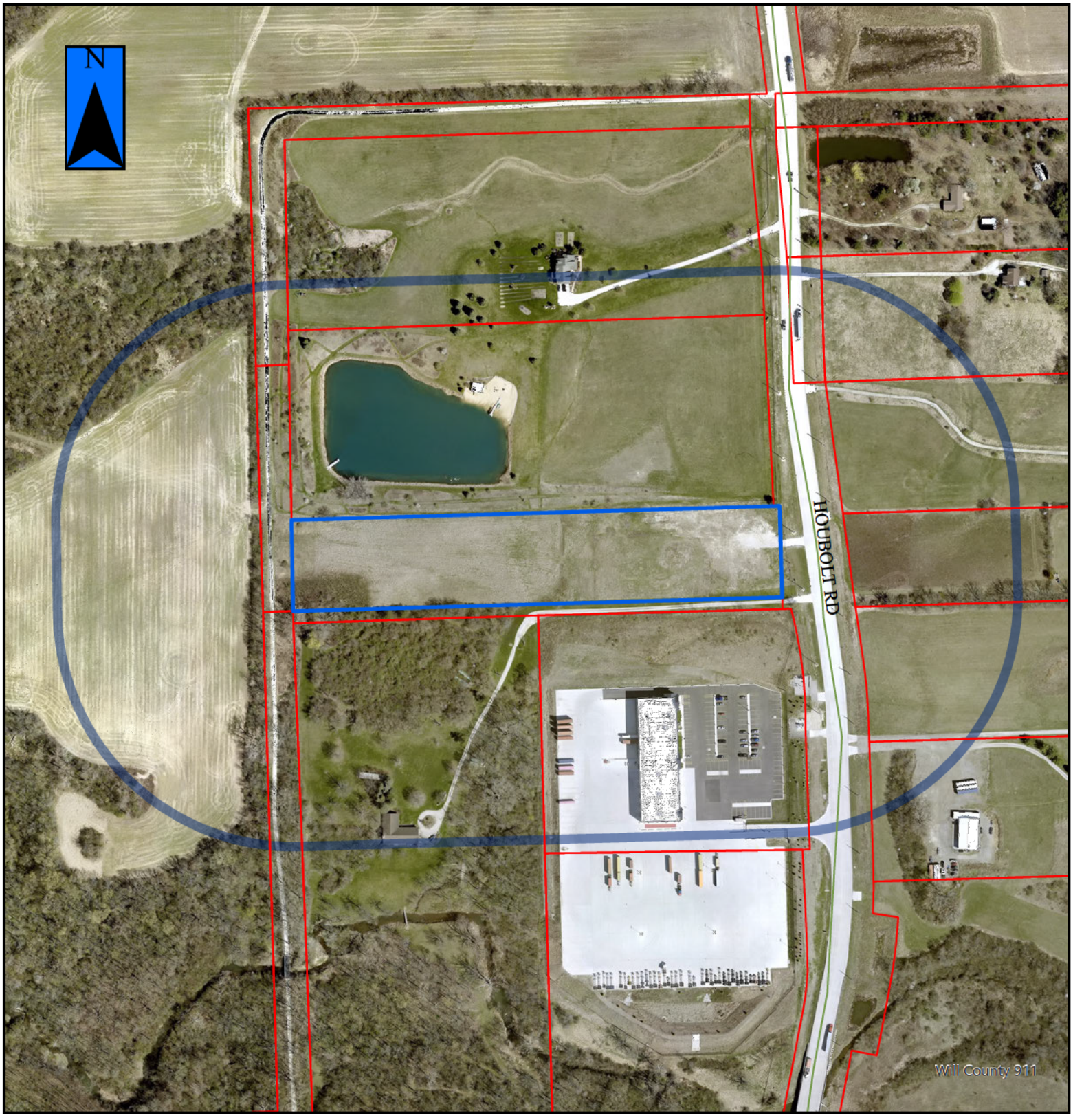


Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



Figure 6: Example of a mobile CNG fueling station – note that this is not the specific unit requested, and the design and appearance could differ based on the provider



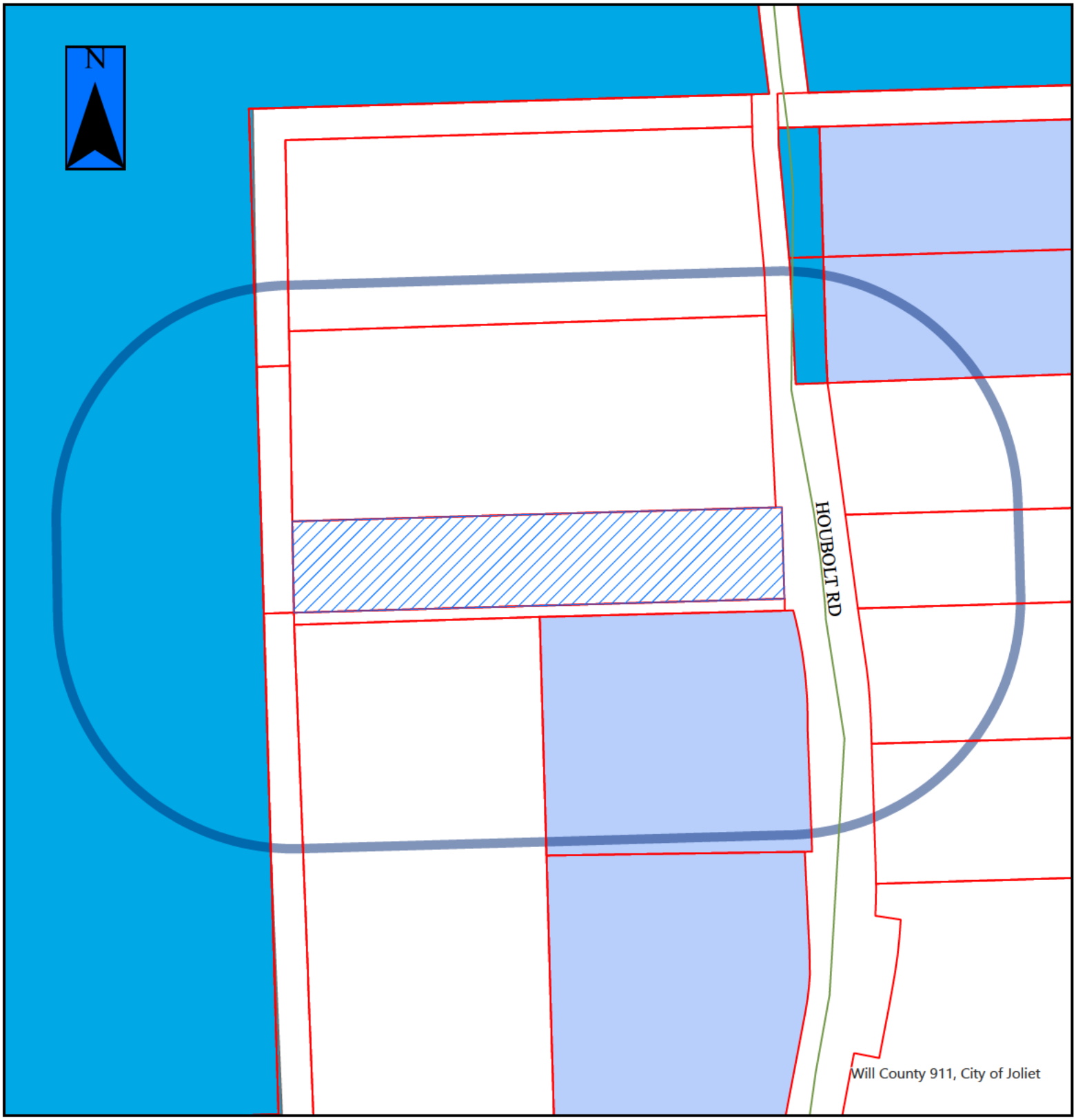


2026-24a / 25a / 26a / 27a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



2026-24 / 25 / 26 / 27

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

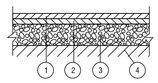
Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B



FUELING TRUCK EXAMPLE*

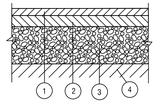
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

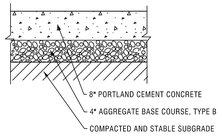
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

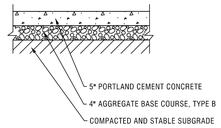
N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

NOTES:

1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS

SITE DATA SUMMARY

PROPOSED INDUSTRIAL MAINTENANCE BUILDING (60' X 50') = 3,000 S.F.
PROPOSED TRAILER STALLS (55' X 11') = 105
PROPOSED AUTO PARKING STALLS (20' X 9') = 9
PROPOSED ADA PARKING STALLS (16' X 20') = 2

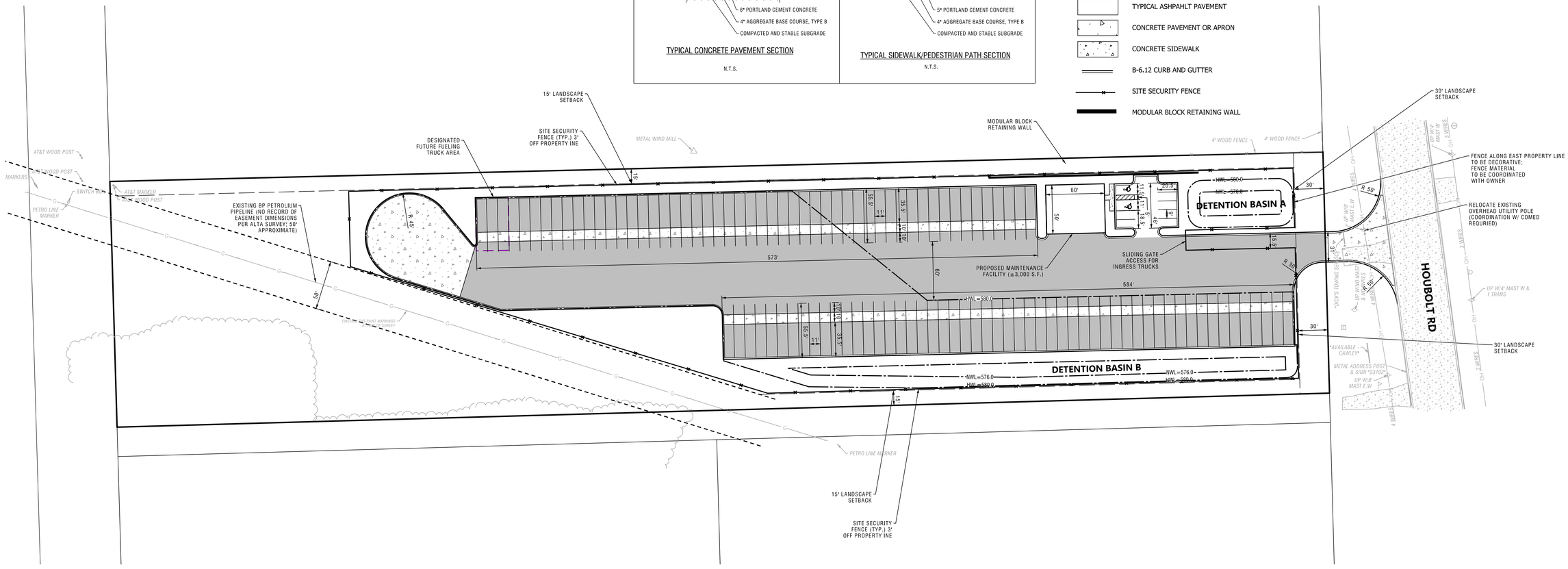
LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- TYPICAL ASHPAHLT PAVEMENT
- CONCRETE PAVEMENT OR APRON
- CONCRETE SIDEWALK
- B-6.12 CURB AND GUTTER
- SITE SECURITY FENCE
- MODULAR BLOCK RETAINING WALL

N

SCALE 1" = 50'

0 50 100



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	04/03/26	PER VILLAGE REVISIONS

PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING

UNINCORPORATED WILL COUNTY, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 14327P-GM

DATE: 2/5/26

JOB NO. 14327

SHEET P-GM

1 OF 2

N:\Projects 14000-14499\14327\PRELIM\P-CAD\14327P-GM.dgn Default User=nfonseca

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from: Petition #: _____

_____ Common Address: _____

_____ Date filed: _____

_____ Meeting date requested: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR SPECIAL USE PERMIT

City of Joliet Planning Division, 150 W. Jefferson St., First Floor, South Wing, Joliet, IL 60432
Phone (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH SPECIAL USE IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 410013000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH: _____ DEPTH: _____ AREA : _____

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

SPECIAL USE REQUESTED: Special Use Permit to allow a trucking facility and CNG mobile fueling within an I-1 (General Industrial) District.

The Zoning Board of Appeals is authorized to grant a special use permit provided the applicant establishes by clear and convincing evidence:

(1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and

(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and

(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and

(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and

(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and

(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How will the establishment, maintenance, or operation of the special use affect the public health, safety, morals, comfort, or general welfare?

The proposed truck parking facility will be professionally managed and designed in compliance with all city engineering and fire safety standards. The site will include controlled access, defined parking stalls, adequate lighting, and stormwater management. By consolidating truck parking within a designated facility, the project enhances public safety and general welfare by reducing unauthorized street and lot parking within the community.

2. How will the special use impact properties in the immediate area?

The use is compatible with surrounding industrial and transportation-oriented properties and will not create adverse noise, odor, or visual impacts. Landscape buffers and fencing will be provided to screen the site from adjacent parcels. The facility's appearance and operations will be consistent with the City's intent for transitional use between agricultural and industrial zones, and therefore will not diminish property values or enjoyment of neighboring lands.

3. Will the use impede the normal/orderly development/improvement of surrounding property?

The proposed use supports orderly development by providing infrastructure that complements nearby logistics, warehousing, and transportation businesses. It will not impede future development; in fact, it facilitates continued investment in the area by improving road access and utilities.

4. Are adequate utilities, access roads, drainage, and/or other necessary facilities provided?

All required utilities—including water, sewer, electric, and storm drainage—either exist adjacent to the property or will be extended to meet City standards. The site plan includes engineered stormwater detention, paved access drives, and compliance with the City of Joliet engineering specifications for drainage and infrastructure.

5. Have adequate measures been taken to provide ingress/egress design to minimize traffic congestion in public streets?

The facility's ingress and egress points are designed to accommodate truck turning radii and minimize impact on public streets. Internal circulation will prevent on-street queuing, and directional signage will guide traffic flow. Coordination with the City's Transportation and Engineering Departments will ensure safe access and limited congestion during peak operations.

6. Does the use conform to the applicable land use regulations of the district in which it is located and does it violate any other applicable law, ordinance or regulation?

The project will comply with all applicable City of Joliet zoning, building, and stormwater regulations. A special use permit is being requested specifically to ensure conformity with the AG District standards and the intent of the PILOT ordinance. The project will not violate any federal, state, or local laws or regulations.

7. Has at least one (1) year elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites (unless conditions in the area have changed substantially)?

No prior application for a special use permit for this site has been denied. This is the first such request submitted by Whimsy Joliet LLC.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

UTAH

STATE OF ~~ILLINO~~IS) ss
COUNTY OF ~~WIL~~L)
SUMMIT

I, Clayton Rule, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this 18 **day of** February, **20** 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from:

_____

_____

_____

Petition #: _____

Common Address: _____

Date filed: _____

Meeting date assigned: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR VARIATION OF USE

City of Joliet Planning Division, 150 W. Jefferson St., Joliet, IL 60432
Ph (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH VARIATION IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Propspect IL ZIP CODE: 60056

PHONE: (Primary [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone or email)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 0410013000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (an attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH:_____ DEPTH:_____ AREA:_____

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

VARIATION OF USE REQUESTED: Variation of Use to allow above-ground fuel tanks

RESPONSE TO VARIATION OF USE CRITERIA

The Zoning Board of Appeals is authorized to grant or recommend relief only when it has received adequate evidence to establish a practical difficulty or hardship. The evidence must support each of the following three conditions:

(a) The property in question cannot yield a reasonable return by use permitted and subject to the conditions allowed by the regulations in the particular district or zone.
(b) The plight of the owner is due to unique circumstances.
(c) The variation, if granted, will not alter the essential character of the locality.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How do the applicable zoning regulations prevent the property in question from yielding a reasonable return?

The current AG (General Agricultural) zoning classification limits the property primarily to farming and low-density rural uses, which are not economically feasible given the site's location, size, and surrounding industrial and transportation context. The property is directly influenced by nearby logistics and intermodal activity, making agricultural production impractical. Without the requested variation to allow limited container stacking and associated truck parking, the property cannot achieve a reasonable return consistent with its location and available infrastructure.

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

3. What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.

Granting the variance will complement the existing industrial and transportation character of the surrounding area by consolidating container storage into a managed, screened facility. Positive impacts include improved organization of truck and container operations, reduced illegal or off-site parking, and enhanced economic productivity. The design incorporates fencing, landscaping, and lighting controls to maintain visual compatibility and minimize noise or glare. No significant negative impacts are anticipated, as the proposed use is consistent with nearby logistics facilities and does not alter the overall character or intensity of development in the area.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, _____, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

_____
Petitioner's Signature

_____
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this_____day of _____, 20_____

_____

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

3. What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.

Granting the variance will complement the existing industrial and transportation character of the surrounding area by consolidating container storage into a managed, screened facility. Positive impacts include improved organization of truck and container operations, reduced illegal or off-site parking, and enhanced economic productivity. The design incorporates fencing, landscaping, and lighting controls to maintain visual compatibility and minimize noise or glare. No significant negative impacts are anticipated, as the proposed use is consistent with nearby logistics facilities and does not alter the overall character or intensity of development in the area.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Clayton Rule, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(If other than petitioner)

Subscribed and sworn to before me this 18 **day of** February, **20** 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from:

_____

_____

_____

Petition #: _____

Common Address: _____

Date filed: _____

Meeting date requested: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR SPECIAL USE PERMIT

City of Joliet Planning Division, 150 W. Jefferson St., First Floor, South Wing, Joliet, IL 60432
Phone (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH SPECIAL USE IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 4100130000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND

EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF

SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH: _____ DEPTH: _____ AREA : _____

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

SPECIAL USE REQUESTED: Special Use Permit to allow truck parking and outdoor container storage up to three (3) containers high

The Zoning Board of Appeals is authorized to grant a special use permit provided the applicant establishes by clear and convincing evidence:

(1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and

(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and

(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and

(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and

(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and

(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How will the establishment, maintenance, or operation of the special use affect the public health, safety, morals, comfort, or general welfare?

The current AG zoning regulations restrict the height and nature of outdoor storage, which prevents efficient use of the site for intermodal container operations. Without the ability to stack containers up to three units high, the property's usable storage capacity is substantially reduced, limiting its operational and financial return. Allowing controlled stacking improves site efficiency, reduces land disturbance, and enables the property to generate a reasonable return consistent with its location near major freight corridors and intermodal facilities.

2. How will the special use impact properties in the immediate area?

The property's unique circumstances include its proximity to regional rail and trucking infrastructure, its depth and layout suitable for containerized storage, and its location within an area transitioning from agricultural to industrial and logistics uses. These factors make the site ideally suited for managed intermodal storage rather than agricultural production. To safely and effectively operate within the available footprint, container stacking up to three units high is necessary. This configuration reflects standard logistics practice and allows the site to function competitively while minimizing sprawl and visual impact.

3. Will the use impede the normal/orderly development/improvement of surrounding property?

Granting the variance will not alter the essential character of the area. The surrounding corridor is already characterized by transportation, logistics, and industrial activity. Controlled container stacking will consolidate storage operations within a defined, screened area, resulting in a more orderly and visually managed site. Positive impacts include efficient land use, reduced surface congestion, and support for local logistics employment. Any potential visual impacts will be mitigated through landscaping, fencing, and adherence to height and safety standards. No significant negative impacts are anticipated.

4. Are adequate utilities, access roads, drainage, and/or other necessary facilities provided?

Yes. The site is designed with adequate utilities, paved access roads, engineered stormwater management systems, and all necessary infrastructure to support the proposed use. Drainage improvements and detention basins are incorporated in accordance with the City of Joliet engineering requirements. Power, lighting, and security systems will be installed to ensure safe and efficient operation. No additional public infrastructure is required to accommodate the stacl

5. Have adequate measures been taken to provide ingress/egress design to minimize traffic congestion in public streets?

Yes. The site plan provides defined ingress and egress points designed for truck turning movements and safe circulation. Internal drive aisles and designated staging areas will prevent queuing or obstruction on public streets. Traffic flow has been designed to minimize impacts on surrounding roadways and to ensure all truck activity occurs within the property boundaries. The configuration meets City standards for access management and safety.

6. Does the use conform to the applicable land use regulations of the district in which it is located and does it violate any other applicable law, ordinance or regulation?

he proposed container stacking use conforms to the intent of New Zoning District through the special/variation process and complies with all other applicable City, State, and Federal regulations. The request simply allows greater vertical storage efficiency on an otherwise approved truck parking and logistics site.

The operation will adhere to all safety, screening, and environmental requirements, ensuring full legal compliance.

7. Has at least one (1) year elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites (unless conditions in the area have changed substantially)?

Yes. There have been no prior denials or applications for a similar special use or variation of use on this property. This is the first such request submitted by Whimsy Joliet LLC for container stacking.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

UTAH

STATE OF ~~ILLINO~~IS) ss
COUNTY OF ~~WIL~~L)
SUMMIT

I, Clayton Rule, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this 18 **day of** February **, 20** 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

FOR OFFICE USE ONLY

******Verified by Planner (please initial):_____******

Payment received from:

_____

_____

_____

Petition #: _____

Common Address: _____

Date filed: _____

Meeting date assigned: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR VARIATION OF USE

City of Joliet Planning Division, 150 W. Jefferson St., Joliet, IL 60432
Ph (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH VARIATION IS REQUESTED: 23656 S. Houbolt Road, Elwood IL 60421

PETITIONER'S NAME: Clayton Rule

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Propspect IL ZIP CODE: 60056

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Authorized representative of the property owner, Whimsy Joliet LLC.

OWNER OF PROPERTY: Whimsy Joliet LLC

HOME ADDRESS: 23656 S. Houbolt Road, Elwood IL ZIP CODE: 60421

BUSINESS ADDRESS: 1901 S Busse Rd. Mt. Prospect IL ZIP CODE: 60056

EMAIL ADDRESS: _____ FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone or email)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 0410013000130000;

_____; _____; _____.

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (an attached copy preferred):

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1043.00 FEET THEREOF AND EXCEPT THE WEST 82.50 FEET THEREOF AND ALSO EXCEPT THE SOUTH 30.00 FEET THEREOF, SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH: 1238 DEPTH: 250 AREA: 7.073 acres

PRESENT USE(S) OF PROPERTY: Vacant Land

PRESENT ZONING OF PROPERTY: AG - General Agricultural District

VARIATION OF USE REQUESTED: Variation of Use to allow outdoor intermodal container storage up to three (3) containers high

RESPONSE TO VARIATION OF USE CRITERIA

The Zoning Board of Appeals is authorized to grant or recommend relief only when it has received adequate evidence to establish a practical difficulty or hardship. The evidence must support each of the following three conditions:

(a) The property in question cannot yield a reasonable return by use permitted and subject to the conditions allowed by the regulations in the particular district or zone.
(b) The plight of the owner is due to unique circumstances.
(c) The variation, if granted, will not alter the essential character of the locality.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How do the applicable zoning regulations prevent the property in question from yielding a reasonable return?

The current AG (General Agricultural) zoning classification limits the property primarily to farming and low-density rural uses, which are not economically feasible given the site's location, size, and surrounding industrial and transportation context. The property is directly influenced by nearby logistics and intermodal activity, making agricultural production impractical. Without the requested variation to allow limited container stacking and associated truck parking, the property cannot achieve a reasonable return consistent with its location and available infrastructure.

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

3. What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.

Granting the variance will complement the existing industrial and transportation character of the surrounding area by consolidating container storage into a managed, screened facility. Positive impacts include improved organization of truck and container operations, reduced illegal or off-site parking, and enhanced economic productivity. The design incorporates fencing, landscaping, and lighting controls to maintain visual compatibility and minimize noise or glare. No significant negative impacts are anticipated, as the proposed use is consistent with nearby logistics facilities and does not alter the overall character or intensity of development in the area.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, _____, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

_____
Petitioner's Signature

_____
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this_____day of _____, 20_____

_____

2. What unique circumstances exist which mandate a variance?

The property is uniquely located adjacent to major freight and intermodal transportation routes, making it far more suitable for truck parking and container storage than for traditional agricultural use. The surrounding area has transitioned from rural to logistics and industrial operations, creating a unique situation where the current AG zoning no longer reflects actual land use conditions. The site's access geometry, lot depth, and adjacency to truck-serving infrastructure make container stacking necessary for safe and efficient operation while minimizing overall land disturbance.

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NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

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[redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(If other than petitioner)

Subscribed and sworn to before me this 18 day of February, 20 26

[redacted]

SABRINA O'MARA
Notary Public
State of Utah
My Commission Expires 10/12/2026
COMMISSION # 727198

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☒ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☐ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

23656 S. Houbolt Road, Elwood IL 60421

PIN(s): 04-10-01-300-013-0000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

Matthew O'Mara - 100% Ownership of Whimsy Joliet LLC

[redacted]

E-MAIL: [redacted] **FAX:**

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐ **Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐ **Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐ **Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐ **Partnership:**	State the names, addresses, and phone #'s of all partners
☐ **Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

_____

_____

_____

_____

E-MAIL:_____ **FAX**:_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED:_____

DATE:_____

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Clayton Rule, CFO, [redacted]

_____

PRINT

ZONING BOARD OF APPEALS

CRITERIA FOR SPECIAL USES

Section 47-5.2 (C) of the Zoning Ordinance states:

A special use permit shall not be granted unless the applicant establishes by clear and convincing evidence:

	Does the evidence presented sustain this criteria?	Comments
(1) That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and		
(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and		
(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and		
(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and		
(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and		
(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and		
(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.		

ZONING BOARD OF APPEALS

CRITERIA FOR VARIATIONS

Section 47-19.8 of the Zoning Ordinance states:

A variation shall not be granted in any case unless the Board shall find and clearly state in its record of the case that:

	Does the evidence presented sustain this criteria?	Comments
(1) Reasons sustaining the contention that strict enforcement of the Ordinance would involve practical difficulties or impose exceptional hardship were found as follows: (a) _____ (b) _____ (c) _____ (list of reasons)		
(2) Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the Board, a variation is permitted because the evidence sustained the existence of each of the three following conditions: (a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone. (b) The plight of the owner is due to unique circumstances. (c) The variation, if granted, will not alter the essential character of the locality.		
(3) A public hearing was held on such variation of which at least 15 days and not more than 30 days notice was published in the _____ (name of newspaper) on _____ (date).		

ZONING BOARD OF APPEALS

CRITERIA FOR SPECIAL USES

Section 47-5.2 (C) of the Zoning Ordinance states:

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(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and		
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(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and		
(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.		

ZONING BOARD OF APPEALS

CRITERIA FOR VARIATIONS

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(2) Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the Board, a variation is permitted because the evidence sustained the existence of each of the three following conditions: (a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone. (b) The plight of the owner is due to unique circumstances. (c) The variation, if granted, will not alter the essential character of the locality.		
(3) A public hearing was held on such variation of which at least 15 days and not more than 30 days notice was published in the _____ (name of newspaper) on _____ (date).		

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, May 21, 2026

2:00 PM

City Hall, Council Chambers

Zoning Board of Appeals

Board Members
Ralph Bias
Ed Hennessy
Bob Nachtrieb
Debbie Radakovich
Jane McGrath Schmig
Jesse Stiff

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

ROLL CALL

Present Ralph Bias, Ed Hennessy, Debbie Radakovich, Jane McGrath Schmig and Jesse Stiff

Absent Bob Nachtrieb

APPROVAL OF MINUTES

TMP-9790

Attachments: ZBA Meeting Minutes 04.16.26

A motion was made by Ralph Bias, seconded by Debbie Radakovich, to approve: Approval of April 16, 2026 Zoning Board of Appeals Minutes. The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

None

TMP-9791

Attachments: ZBA 2700 Ellis Road_Staff Report Packet.pdf

Ms. Jayne Bernhard read the staff report into the record. Mr. Matthew Goode, representing Venture One Real Estate, LLC, appeared on behalf of the petition. Commissioner Jesse Stiff inquired if double-row trailer parking would affect emergency vehicle access. Mr. Goode responded. Commissioner Ralph Bias inquired about the use of the property. Mr. Goode responded. No public comments were made in favor of or in opposition to the petition. Commissioners decided to vote on the petition's two variations separately.

A motion was made by Ralph Bias, seconded by Jane McGrath Schmig, to approve: PETITION 2026-23: A Variation to allow truck trailer parking on the short side of a building, located at 2700 Ellis Road. (COUNCIL DISTRICT #5).

A motion was made by Debbie Radakovich, seconded by Ralph Bias, to

approve: PETITION 2026-23: A Variation to allow truck trailer parking with a double-row, located at 2700 Ellis Road. (COUNCIL DISTRICT #5).

Both motions carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

TMP-9792

Attachments: ZBA 2026-24 25 26 27 (23656 S Houbolt Rd) Staff Report Packet_Redacted.pdf

Ms. Bernhard read the staff report into the record. Mr. John Argoudelis, representing the petitioner Whimsy Trucking, appeared on behalf of the petitions. Commissioner Ralph Bias confirmed the location of the site and inquired if the property was leased or owned. Commissioner Debbie Radakovich inquired if Whimsy was stacking trailers on the existing adjacent property. Commissioner Jayne McGrath Schmig commented on the length of time trailers would be stacked and inquired about Fire Marshal approval as well as the size of the mobile refueling trucks. Commissioners inquired about setback distances between CNG equipment and adjacent properties. Mr. Argoudelis responded to all comments and questions. Ms. Kathleen Garthus appeared to make a public comment in opposition to the petitions. Commissioners decided to vote on the petitions separately.

A motion was made by Jesse Stiff, seconded by Ralph Bias, to approve: PETITION 2026-24: Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy and Stiff

Nay: Radakovich and McGrath Schmig

Absent: Nachtrieb

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve: PETITION 2026-25: Variation of Use to allow above-ground fuel tanks for compressed natural gas fueling in the I-1 (light industrial) district, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy and Stiff

Nay: Radakovich and McGrath Schmig

Absent: Nachtrieb

A motion was made by Jane McGrath Schmig, seconded by Debbie Radakovich, to deny: PETITION 2026-26: Special Use Permit to allow container

storage and stacking up to three-high, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

A motion was made by Debbie Radakovich, seconded by Jane McGrath Schmig, to deny: PETITION 2026-27: Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

TMP-9793

Attachments: 556 Ward Complete Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Brian Contreras, petitioner and property owner, appeared on behalf of the petition. Mr. Bias inquired how long the structure has been vacant and if the petitioner was the owner. Mr. Contreras responded. No public comments were made in favor of or in opposition to the petition.

A motion was made by Ralph Bias, seconded by Debbie Radakovich, to approve: PETITION 2026-28: Repeal of a Variation of Use to allow a 4 unit residence, an R-4 (multifamily residential use), in an R-3 (one-and-two-family residential) zoning District, located at 556 Ward Avenue (COUNCIL DISTRICT #4). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve adjournment. The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 323-26

File ID: 323-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/04/2026

Final Action:

Title: Ordinances Associated with 23656 S. Houbolt Road:

Ordinance Approving a Special Use Permit to Allow Container Storage and Stacking Up to Three-High (ZBA 2026-26)

Ordinance Approving a Variation of Use to Allow Container Storage and Stacking Up to Three-High in the I-1 (Light Industrial) District (ZBA 2026-27)

Attachments: Ordinance - Special Use Permit ZBA 2026-26.docx, Ordinance - Variation of Use ZBA 2026-27.docx, Site Plan 23656 S Houbolt Rd.pdf, Maps and Site Photos 2026-24 25 26 27.pdf, ZBA Staff Report Packet 2026-24 25 26 27_Redacted.pdf, SUP and Variation Criteria.pdf, Zoning Board of Appeals Minutes 05-21-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/12/2026	Dustin Anderson	Approve	6/8/2026
1	2	6/12/2026	Todd Lenzie	Approve	6/16/2026
1	3	6/12/2026	Beth Beatty	Approve	6/16/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 324-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Community Development DIrector

SUBJECT:
Ordinance Repealing a Previously Approved a Variation of Use to Allow the Reduction of a 5-unit to a 4-unit residence, an R-4 (multi-family) use in an R-3 (one-and-two family) Residential Zoning District.

BACKGROUND:
The petitioner and property owner, Brian Contreras, is requesting the repeal of a previously approved Variation of Use (Ord. 12065) that allowed an R-4 (multi-family) use in an R-3 (one-and-two family residential) zoning district located at 556 Ward Avenue. The petitioner has stated in their application that they are planning to convert the existing, but vacant, four unit building into two units. They stated that by having two units instead of four, they will be able to make the individual units larger, and the building would be more in character of the neighborhood. The property has a paved parking area in the rear that is accessed via an alley and provides the required number of spaces. The surrounding properties are all single-family homes. Repeal of Ord, 12065 will align the proposed two-unit use with the zoning classification for this property and surrounding land use.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter on May 21, 2026. Brian Contreras, petitioner, represented the petition. No one spoke in favor or against the petition. Meeting minutes are attached.

RECOMMENDATION OF THE ZONING BOARD OF APPEALS:
Ralph Bias moved that the Zoning Board of Appeals recommend approval of the repeal of the previously approved Variation of Use that allowed an R-4 (multi-family) use in an R-3 (one-and-two family) residential district, subject to the following conditions:

1. That all necessary building permits shall be obtained prior to the Certificate of Occupancy being issued;

2. That the property shall be enrolled in and comply with the City's Rental Inspection Program;

3. That the property shall not be expanded in the future;

4. Should the property be declared a public nuisance, it may be subject to rehearing and possible revocation of the Variation of Use.

Debbie Radakovich seconded the motion, which passed with five (5) aye votes and no nay votes.

Voting aye were: Bias, Hennessy, Radakovich, Schmig and Stiff. Voting nay were: none. Absent were: Bob Nachtrieb.

RECOMMENDATION:

Staff concurs with the recommendation of the Zoning Board of Appeals and recommends that the Mayor and City Council adopt the following, subject to the same conditions approved by the Zoning Board of Appeals above:

1. Ordinance Repealing A Variation of Use to Allow reduction of a 5-unit to a 4-unit residence, an R-4 (multi-family) use in an R-3 (one-and-two family) residential district (Ord. 12065).

ORDINANCE NO. _____

AN ORDINANCE REPEALING A VARIATION OF USE
(556 Ward Avenue)

WHEREAS, on October 20, 1998, the Mayor and City Council adopted Ordinance No. 12065, granting a variation of use to allow the reduction of a 5 unit to a 4-unit residence, an R-4 (multi-family) use in an R-3 (one-and-two family) residential zoning district; and,

WHEREAS, the property owner wishes to reduce the number of units from four to two to better align the two-unit use with the zoning classification for this property and surrounding land use; and,

WHEREAS, the Zoning Board of Appeals, upon notice, conducted a public hearing to determine whether the variation of use should be discontinued, and has recommended to the Mayor and City Council that said variation be revoked as no longer necessary; and,

WHEREAS, the City of Joliet is a home rule unit of local government and this ordinance is adopted pursuant to such authority and in preemption of any inconsistent procedure or requirement set forth by law or ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: The findings of fact and recommendation of the Zoning Board of Appeals are hereby adopted and made a part of this Ordinance.

SECTION 2: The Variation of Use granted pursuant to Ordinance No. 12065, is hereby repealed. The subject property shall therefore be made and used so as to conform to the Zoning Ordinance in all material respects.

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: The City Clerk shall file a true and correct copy of this ordinance with the Will County Recorder.

SECTION 5: This Ordinance shall take effect immediately upon its passage.

PASSED this _____day of _____, 2026.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 30-07-10-203-003-0000
ADDRESS: 556 Ward Avenue
ZBA APPROVED: Yes
PETITION #: 2026-28

PREPARED BY: Francisco Jimenez, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432 MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

STAFF REPORT

DATE: May 12, 2026
TO: Zoning Board of Appeals
FROM: Francisco Jimenez, Planner
RE: Petition Number: 2026-28
Applicant / Owner: Brian Contreras
Location: 556 Ward Ave (COUNCIL DISTRICT #4)
Request: 2026-28: Repeal of a Variation of Use (Ordinance #12065) to allow a 4-unit residence, an R-4 (multifamily residential) use, in an R-3 (one-and-two-family residential) Zoning District

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Purpose

The applicant is requesting to repeal a previously approved Variation of Use (Ord. 12065) that allowed an R-4 (multi-family) use in an R-3 (one-and-two family) zoning district.

The Variation of Use request must be considered by the City Council following the recommendation of the Zoning Board of Appeals.

Site Specific Information

The City Council approved a Variation of Use (Ord. 12065) in 1998 that allowed the reduction from five units to four units within this two-story building in the R-3 (one-and-two family residential) zoning district. The building had one unit on the first floor and three units on the second. The building suffered extensive fire damage in 2024 and has remained vacant since that time. The petitioner has submitted building permits for the building and will be remodeling and updating the units when permits are approved.

Surrounding Zoning, Land Use and Character

North: Railroad, I-2 (General Industrial) District)
South: Single Family, R-2 (Single-Family Residential) District
East: Single Family, R-2 (Single-Family Residential) District
West: Single Family, R-2, (Single-Family Residential) District

Applicable Regulations

- Section 47.7.1 Permitted Principal Uses
- Section 47-17.28: Variation of Use

***Section 47-17.28**: **Variation of Use**: A "variation of use" shall be defined to mean relief from strict compliance with the use limitations of this Ordinance regarding the classification, regulation, and restriction of the location where trades, industries, businesses, and residences may exist.*

Discussion

The petitioner has applied for the repeal of the previously approved Variation of Use that allowed an R-4 (multifamily) use in an R-3 (one-and-two-family) residential district. The petitioner has stated in their application that they are planning to convert the existing, but vacant, four unit building into two units. They stated that by having two units instead of four, they will be able to make the individual units larger, and the building would be more in character of the neighborhood. The property has a paved parking area in the rear that is accessed via an alley and provides the required number of spaces. The surrounding properties are all single-family homes.

Recommended Action

Staff recommends approval of the repeal as it would align the proposed two-unit residential use of this property with the two-unit zoning designation for this property. The repeal also enables the property to better fit the zoning and land use of nearby properties and should not alter the character of the surrounding area.

Conditions

1. That all necessary building permits shall be obtained prior to the Certificate of Occupancy being issued;
2. That the property shall be enrolled in and comply with the City's Rental Inspection Program;
3. That the use of the property shall not be expanded in the future;
4. Should the property be declared a public nuisance, it may be subject to rehearing and possible revocation of the Variation of Use.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, May 21, 2026

2:00 PM

City Hall, Council Chambers

Zoning Board of Appeals

Board Members
Ralph Bias
Ed Hennessy
Bob Nachtrieb
Debbie Radakovich
Jane McGrath Schmig
Jesse Stiff

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

ROLL CALL

Present Ralph Bias, Ed Hennessy, Debbie Radakovich, Jane McGrath Schmig and Jesse Stiff

Absent Bob Nachtrieb

APPROVAL OF MINUTES

TMP-9790

Attachments: ZBA Meeting Minutes 04.16.26

A motion was made by Ralph Bias, seconded by Debbie Radakovich, to approve: Approval of April 16, 2026 Zoning Board of Appeals Minutes. The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

None

TMP-9791

Attachments: ZBA 2700 Ellis Road_Staff Report Packet.pdf

Ms. Jayne Bernhard read the staff report into the record. Mr. Matthew Goode, representing Venture One Real Estate, LLC, appeared on behalf of the petition. Commissioner Jesse Stiff inquired if double-row trailer parking would affect emergency vehicle access. Mr. Goode responded. Commissioner Ralph Bias inquired about the use of the property. Mr. Goode responded. No public comments were made in favor of or in opposition to the petition. Commissioners decided to vote on the petition's two variations separately.

A motion was made by Ralph Bias, seconded by Jane McGrath Schmig, to approve: PETITION 2026-23: A Variation to allow truck trailer parking on the short side of a building, located at 2700 Ellis Road. (COUNCIL DISTRICT #5).

A motion was made by Debbie Radakovich, seconded by Ralph Bias, to

approve: PETITION 2026-23: A Variation to allow truck trailer parking with a double-row, located at 2700 Ellis Road. (COUNCIL DISTRICT #5).

Both motions carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

TMP-9792

Attachments: ZBA 2026-24 25 26 27 (23656 S Houbolt Rd) Staff Report Packet_Redacted.pdf

Ms. Bernhard read the staff report into the record. Mr. John Argoudelis, representing the petitioner Whimsy Trucking, appeared on behalf of the petitions. Commissioner Ralph Bias confirmed the location of the site and inquired if the property was leased or owned. Commissioner Debbie Radakovich inquired if Whimsy was stacking trailers on the existing adjacent property. Commissioner Jayne McGrath Schmig commented on the length of time trailers would be stacked and inquired about Fire Marshal approval as well as the size of the mobile refueling trucks. Commissioners inquired about setback distances between CNG equipment and adjacent properties. Mr. Argoudelis responded to all comments and questions. Ms. Kathleen Garthus appeared to make a public comment in opposition to the petitions. Commissioners decided to vote on the petitions separately.

A motion was made by Jesse Stiff, seconded by Ralph Bias, to approve: PETITION 2026-24: Special Use Permit to allow a truck parking facility with mobile compressed natural gas (CNG) fueling as an accessory component, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy and Stiff

Nay: Radakovich and McGrath Schmig

Absent: Nachtrieb

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve: PETITION 2026-25: Variation of Use to allow above-ground fuel tanks for compressed natural gas fueling in the I-1 (light industrial) district, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy and Stiff

Nay: Radakovich and McGrath Schmig

Absent: Nachtrieb

A motion was made by Jane McGrath Schmig, seconded by Debbie Radakovich, to deny: PETITION 2026-26: Special Use Permit to allow container

storage and stacking up to three-high, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

A motion was made by Debbie Radakovich, seconded by Jane McGrath Schmig, to deny: PETITION 2026-27: Variation of Use to allow container storage and stacking up to three-high in the I-1 (light industrial) district, located at 23656 S. Houbolt Road. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

TMP-9793

Attachments: 556 Ward Complete Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Brian Contreras, petitioner and property owner, appeared on behalf of the petition. Mr. Bias inquired how long the structure has been vacant and if the petitioner was the owner. Mr. Contreras responded. No public comments were made in favor of or in opposition to the petition.

A motion was made by Ralph Bias, seconded by Debbie Radakovich, to approve: PETITION 2026-28: Repeal of a Variation of Use to allow a 4 unit residence, an R-4 (multifamily residential use), in an R-3 (one-and-two-family residential) zoning District, located at 556 Ward Avenue (COUNCIL DISTRICT #4). The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve adjournment. The motion carried by the following vote:

Aye: Bias, Hennessy, Radakovich, McGrath Schmig and Stiff

Absent: Nachtrieb

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 324-26

File ID: 324-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/04/2026

Final Action:

Title: Ordinance Repealing a Previously Approved a Variation of Use to Allow the Reduction of a 5-unit to a 4-unit residence, an R-4 (multi-family) use in an R-3 (one-and-two family) Residential Zoning District.

Attachments: 556 Ward_ORD.docx, 556 Ward ZBAStaff Report.docx, May 21st Minutes.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	6/12/2026	Dustin Anderson	Approve	6/8/2026
2	2	6/12/2026	Todd Lenzie	Approve	6/16/2026
2	3	6/12/2026	Beth Beatty	Approve	6/16/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 325-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Todd C. Lenzie, Interim Corporation Counsel

SUBJECT:
Ordinance Amending the 2026 Annual Budget for the City of Joliet

BACKGROUND:
The purpose of this ordinance addresses the concerns regarding the City's former procedures for issuing and adjudicating overweight and overlength trucking citations.

Plaintiffs seek certification of a class consisting of all persons who, after January 1, 2015, received such a citation from the City, encompassing a multi-year period of potential claimants.

In the Illinois Supreme Court's decision in *Cammacho v. City of Joliet*, 2024 IL 129263 the Court concluded that while Joliet, as a home-rule municipality, had the authority to utilize administrative adjudication, the City nevertheless failed to follow its own ordinances when processing certain "reportable offenses."

The Court held that these offenses were required to be initiated by a uniform traffic citation and adjudicated in the circuit court rather than through the administrative hearing process.

Following extended litigation and negotiations with plaintiffs' counsel, the parties reached a proposed settlement intended to fully resolve the consolidated actions.

To implement this settlement, a budget amendment is required to authorize the necessary expenditure.

The accompanying Ordinance provides for this budget adjustment within the current fiscal year.

CONCLUSION:
The purpose of this ordinance will authorize a budget amendment to allow for settlement of overweight-truck class actions litigation.

Approval of this ordinance will permit the City to resolve all claims asserted against it in these matters.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve an Ordinance Amending the 2026 Annual Budget for the City of Joliet.

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ORDINANCE NO.

ORDINANCE AMENDING THE 2026 ANNUAL BUDGET FOR THE CITY OF JOLIET

WHEREAS, the City of Joliet, Illinois (the "City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City of Joliet adopted Ordinance No. 18809 on December 16, 2025, adopting an annual budget for the fiscal year commencing on January 1, 2026, and ending on December 31, 2026;

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the City of Joliet may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made to increase the budget in the event funds are not available to effectuate the purpose of the revision;

WHEREAS, funds are available to effectuate the purpose of this revision.

WHEREAS, the City of Joliet is a home rule unit of local government.

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

SECTION 1: The 2026 Annual Budget for the City of Joliet, Will and Kendall Counties, Illinois is hereby amended as follows:

Organization	Object	Amount	Purpose
10050000	523300	$2,000,000	For settlement and resolution of pending claims.

SECTION 2: The Annual Budget and amendment approved by this Ordinance shall collectively constitute an "Annual Budget" for the purposes of Section 8-2-9.1-1 through 8-2-9.10, inclusive, of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 et seq.), as amended, and as an annual appropriation ordinance as set forth in Section 8-2-9.4 thereof.

SECTION 3: This Ordinance is adopted pursuant to the home rule powers granted the City of Joliet by Article VII, Section 6 of the Constitution of the State of Illinois. In addition, this Ordinance is adopted pursuant to the authority and in accordance with the procedures set forth by law. To the extent that this Ordinance conflicts with any provision of law, this Ordinance shall be construed to preempt such law pursuant to the home rule powers of the City of Joliet. This Ordinance shall be deemed severable.

SECTION 4: This Ordinance shall be in effect immediately upon its passage.

PASSED this ___ day of _____, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 325-26

File ID: 325-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/10/2026

Final Action:

Title: Ordinance Amending the 2026 Annual Budget for the City of Joliet

Attachments: Budget Amending Ordinance.docx

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/10/2026	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	2	6/11/2026	Christine Chinderle	Approve	6/12/2026
1	3	6/12/2026	Todd Lenzie	Approve	6/15/2026
1	4	6/12/2026	Beth Beatty	Approve	6/16/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 326-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Ordinance Authorizing the Execution of an Intergovernmental Loan Agreement with the Will County Exposition and Auditorium Authority (Rialto Square Theatre)

BACKGROUND:
The City has been providing annual funding to the Rialto Square Theatre since 1980. The Rialto Square Theatre is a regional destination and economic driver for Joliet's downtown area. The Rialto Square Theatre began a substantial capital repair program in recent years including restoration of the floors, restrooms that increased the number of facilities, roof repairs, and repairs to the masonry. The cost of these projects was in excess of $5 million. The project slated for 2026 is the replacement of HVAC system for the theatre. This over $9M project is being funded with nearly $6.9M in grants and has a current funding shortfall. The Rialto intended to use reserve funds for the shortfall, however those funds were expended during their recent asbestos abatement. The Rialto is seeking reimbursement from the contractor for the funded money they expended as a result of the abatement.

To keep the project on schedule and avoid a failure of the HVAC system, the Rialto is requesting a short-term loan from the City of Joliet. The loan terms are:

Amount: $2,500,000

Loan Type: Line of Credit. Rialto to submit draws not earlier than monthly. Contractor invoices being funded to accompany draw requests.

Term: Loan to be paid from the reimbursement of asbestos costs or 6 years whichever is earlier. If loan has a balance when insurance claim proceeds are received, proceeds to be paid to City within 45 days of receipt to be applied to loan balance.

Interest Rate: Based on the 06-00 (6 year-0 month) Treasury Direct SLGS rate as of the date of execution of loan agreement.

Repayment: Asbestos cost reimbursement and/or annual balance forgiveness in the amount of $475,000 annually

This item will be reviewed at the June 16, 2026 Finance Committee

CONCLUSION:
This item will allow the Rialto to continue with their planned HVAC replacement project. This loan

would be funded with our investment pool and the City will receive market interest rates. The rate as of May 29, 2026 was 4.20%

RECOMMENDATION:
It is recommended that the Mayor and City Council approve an Ordinance Authorizing the Execution of an Intergovernmental Loan Agreement with the Will County Exposition and Auditorium Authority (Rialto Square Theatre)

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL LOAN AGREEMENT WITH THE WILL COUNTY EXPOSITION AND AUDITORIUM AUTHORITY (Rialto Square Theatre)

WHEREAS, the City of JOLIET, Illinois (the "City") is a duly organized and existing home rule municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Will County Exposition and Auditorium Authority (Rialto) is a Civic Center established under the Illinois Civic Center Code 70 ILCS 200/280-1; and

WHEREAS, the Rialto owns and operates certain buildings located at 102 N. Chicago Street, Joliet, IL 60432 (the "Property"), and requires funds to perform certain capital repairs, restoration, and related improvements to the buildings located on the property; and

WHEREAS, the City has the funding available to fund to grant an intergovernmental loan to the Rialto; and

WHEREAS, the Intergovernmental Loan is allowed pursuant to the Intergovernmental Cooperation Act 5 ILCS 220; and

WHEREAS, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to: enter into and perform its obligations under such an Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the remainder of this Ordinance are true, correct and complete and are hereby incorporated into this Ordinance by reference.

SECTION 2: The Mayor and the City Council hereby find and determine that it is necessary and beneficial to the citizens of the City of Joliet to enter into An Intergovernmental Loan Agreement with the Will County Exposition and Auditorium Authority which is substantially the same as exhibit "1" attached hereto and incorporated herein. The City Manager is authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 3: This Ordinance shall be deemed severable, and the invalidity of any portion hereof shall not invalidate the remainder.

SECTION 4: All ordinances or parts of Ordinances in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5: Be it further resolved that the passage of this Ordinance be inscribed permanently in the records of the proceedings of the Joliet City Council.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this_____ day of _____,20__.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

INTERGOVERNMENTAL LOAN AGREEMENT
LOAN AGREEMENT

This INTERGOVERNMENTAL LOAN AGREEMENT ("**Agreement**") is made as of **June 16, 2026** (the "**Effective Date**"), by and between the CITY OF JOLIET, an Illinois municipal corporation with its principal offices at 150 West Jefferson Street, Joliet, Illinois 60432 ("Lender"), and the WILL COUNTY EXPOSITION AND AUDITORIAM AUTHORITY, established under 70 ILCS 200/280-1, *et seq*. ("Borrower").

BACKGROUND

A. Borrower owns and operates certain buildings located at 102 N. Chicago Street, Joliet, IL 60432 (the "Property"), and requires funds to perform certain capital repairs, restoration, and related improvements to the buildings located on the Property (collectively, the "Repairs and Improvements").

B. Lender has in the past number of years provided grants to the Borrower in the amount of $475,000.00 per year for capital expenditures.

C. Borrower is engaged in attempting to recover costs related asbestos clean-up costs due to an asbestos release in July 2024 while asbestos was being removed from the Rialto by Universal Asbestos Removal, Inc.("Universal"). Cost recovery is being sought from both Universal who was the subcontractor for the asbestos removal and R. Berti & Sons Contractor, Inc. ("Berti"), who was the general contractor for the asbestos removal project.

D. Borrower has requested that Lender extend to Borrower a loan in a maximum aggregate principal amount of up to $2,000,000 to pay for HVAC renovations for the Rialto Square Theatre at 102 N Chicago Street, Joliet, IL 60432.

E. Subject to the terms and conditions set forth below, and in reliance upon the representations and warranties and the covenants and undertakings of Borrower, Lender wishes to make such loan to Borrower, the proceeds of which shall be used solely and exclusively in furtherance of the Project (as defined below).

In consideration of the foregoing and of the mutual covenants and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings specified below (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

(a) "Agreement" means this Loan Agreement, as the same may be amended, modified, or supplemented from time to time.

(b) “Asbestos Recovery Funds” means any payment received from or on behalf of Universal and/or Berti which payment is related to the July 2024 asbestos release, whether such payment is received as a result of settlement or judgment, and regardless of whether such amount is for repayment of direct cleanup costs, lost revenues, attorney fees, or settlement with the State.

(c) “Business Day” means any day that is not a Saturday, Sunday, or public holiday under the laws of the State of Illinois.

(d) “Closing” has the meaning given to that term in Section 2.1.

(e) “Closing Date” means the date of the Closing.

(f) “Default means” any event which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default as set forth in Section 9.1.

(g) “Default Rate” means a rate per annum equal to the Interest Rate plus three percent (3.00%).

(h) “Disbursement” has the meaning given to that term in Section 6.1.

(i) “Disbursement Request” means a written request for a Disbursement, in substantially the form attached hereto as Exhibit A (or such other form reasonably acceptable to Lender), submitted by Borrower to Lender pursuant to Section 6.1.

(j) “Event of Default” has the meaning given to that term in Section 9.1.

(k) “HVAC” means heating, ventilation, and air conditioning installed to regulate and control indoor air quality, temperature, and humidity.

(l) “Interest Rate**”** means the current rate for State and Local Government Series (SLGS) securities for the 06-00 term, as determined by the Borrower and Lender at the time of execution of this Agreement.

(m) “Loan” means the loan to be made by Lender to Borrower under the terms and conditions of this Agreement.

(n) “Loan Amount” has the meaning given to that term in Section 2.3.

(o) “Loan Documents” means this Agreement, and any other agreements or documents now or in the future executed or delivered to Lender by Borrower in connection with this Agreement or the making of the Loan.

(p) “Loan Term” has the meaning given to that term in Section 2.4.

(q) “Maturity Date**”** means the date that is six (6) years after the Closing Date.

(r) “Obligations” means all indebtedness, liabilities, and obligations of Borrower to Lender arising under or in connection with this Agreement, whether for principal (in an aggregate principal amount of up to $2,000,000), interest, fees, costs, expenses, or otherwise, whether now existing or hereafter arising.

(s) “Origination Fee” means that certain fee for originating the Loan payable by Borrower to Lender at Closing, in the amount of $0.00. The Lender agrees to waive any origination fees associated with the Loan.

(t) “Origination Period” means the period during which Disbursements may be made by Lender to Borrower, as more fully described in Section 2.2.

(u) “Project” means the Repairs and Improvements being financed with the proceeds of the Loan, as more particularly described in Section 3.2.

(v) “Repairs and Improvements**”** means the capital repairs, capital improvements, and restoration, to the buildings located on the Property, including HVAC and other building systems as applicable.

(w) “Vendor**”** means a contractor, subcontractor, materialman, design professional, or other third-party provider of goods or services in connection with the Repairs and Improvements.

ARTICLE II

THE LOAN

2.1 Agreement to Lend. Subject to the terms and conditions in this Agreement and the other Loan Documents, Lender agrees to lend to Borrower, and Borrower agrees to borrow from Lender, up to the Loan Amount. The closing of the Loan shall occur upon satisfaction of the conditions outlined in Article V ("Closing").

2.2 Disbursement of Loan; Origination Period. The proceeds of the Loan shall be disbursed by Lender, in one or more Disbursements, in accordance with Section 6.1. Borrower may request Disbursements from the Closing Date through the date that is thirty-six (36) months after the Closing Date (the "Origination Period"), after which Lender shall have no further obligation to make Disbursements, and any undrawn portion of the Loan Amount shall be automatically and permanently cancelled.

2.3 Loan Amount. The Loan shall be in a maximum aggregate principal amount of up to Two Million Five Hundred Thousand and No/100 Dollars ($2,000,000) (the "Loan Amount").

2.4 Loan Term. The term of the Loan shall be six (6) years commencing on the Closing Date (the "Loan Term"), maturing on the Maturity Date.

2.5 Interest Rate. The outstanding principal balance of the Loan shall bear interest at the Interest Rate from the date of each Disbursement until paid in full.

2.6 Not Revolving. The Loan is not a revolving line of credit. Amounts repaid or prepaid by Borrower may not be re-borrowed, and no Disbursement may cause the aggregate principal amount of all Disbursements to exceed the Loan Amount.

2.7 Interest Basis. Interest on the outstanding principal balance of the Loan shall be calculated on the basis of a 360-day year of twelve 30-day months.

2.8 Repayment.

(a) Forgiveness in Lieu of Grants. Consistent with its prior practice, Lender will be making a grant Borrower of $475,000 in 2026. In lieu of making any grants to Borrower in 2027 and subsequent years and while there is an outstanding balance on the loan, Lender shall forgive on an annual basis not less than $475,000.00 of the outstanding interest and principal. The loan forgiveness shall be made on August 1 of each year. In the event that the outstanding balance on the loan is less than $475,000 on August 1 of any year, the outstanding balance shall be reduced by an amount equal to the outstanding balance and there shall be a loan-forgiveness carryover in an amount equal to the $475,000 less the outstanding balance forgiven. For example, if the outstanding balance on August 1 is $200,000, the $200,000 balance will be forgiven, and there will be a loan-forgiveness carryover of $275,000. Any loan-forgiveness

carryover shall be applied to any balance as the balance is created. For example, if there is a loan-forgiveness carryover of $275,000, and there is a disbursement of $50,000, the balance of the loan will be 0, and the loan-forgiveness carryover will be reduced to $225,000 to be applied to future loan balances. In the event that the loan balance is 0, grants may resume and are anticipated to resume.

(b) Asbestos Recovery Funds. Promptly, and in any event within ten (10) Business Days after Borrower's receipt of any Asbestos Recovery Funds, Borrower shall pay to Lender an amount equal to the gross amount of such Asbestos Recovery Funds, to be applied against the Obligations as set forth in Section 2.8(d). Borrower shall provide Lender with written notice of receipt of any Asbestos Recovery Funds within five (5) Business Days after receipt thereof. In the event that Borrower receives Asbestos Recovery Funds in excess of the outstanding balance on the loan, Borrower shall pay the balance on the loan and the aggregate principal amount of $2,000,000 which may be borrowed by Borrower will be reduced by the difference between the amount of the Asbestos Recovery Funds received by borrower and the amount of the Asbestos Recovery Funds used to pay the outstanding balance on the loan.

(c) Balloon at Maturity. The entire unpaid principal balance of the Loan, together with all accrued and unpaid interest thereon and all other unpaid Obligations, shall be due and payable in full on the Maturity Date.

(d) Application of Payments. Unless otherwise required by applicable law, payments received by Lender along with the annual loan forgiveness shall be applied (i) first, to any unpaid costs, and expenses then due; (ii) second, to accrued and unpaid interest; and (iii) third, to the outstanding principal balance of the Loan. Application to principal shall not defer the obligation to pay all remaining Obligations on the Maturity Date except to the extent the Loan is paid in full.

(e) Voluntary Prepayment. Borrower shall have the option to prepay any portion of the Loan principal, in whole or in part, at any time without premium or penalty, upon not less than five (5) Business Days' prior written notice to Lender. Each voluntary prepayment shall be accompanied by all accrued and unpaid interest on the amount prepaid.

(f) Manner of Payment. All payments shall be made in lawful money of the United States, in immediately available funds, by wire transfer or ACH to an account designated by Lender. If any payment becomes due on a day which is not a Business Day, the due date shall be extended to the next Business Day and such extension shall be included in computing interest.

ARTICLE III

PURPOSE AND USE OF LOAN PROCEEDS

3.1 Purpose of Loan. The purpose of the Loan is to provide financing that will enable the Borrower to perform the Repairs and Improvements. Borrower represents and warrants that no intention or agreement exists or is contemplated to use the proceeds of the Loan for any purpose other than the purpose stated herein or to designate such proceeds for any entities or organizations other than Borrower or its affiliates engaged in Project-related work. Borrower understands and agrees that the proceeds of the Loan may not, under any circumstance, serve as security for any present or future indebtedness of Borrower or be used for any purpose other than the purpose stated herein.

3.2 The Project. Borrower will undertake the Repairs and Improvements at the Property. The Repairs and Improvements are collectively referred to as the "Project." Borrower retains discretion to modify Project plans and timelines, provided such modifications do not increase the Loan Amount or otherwise materially adversely affect Lender's rights under this Agreement.

Lender agrees to provide Borrower with letters of support or other documentation reasonably necessary to secure additional financing or grants for the Project.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this Agreement and to fund the Loan, Borrower represents and warrants to Lender, as of the date of this Agreement and as of the date of each Disbursement, as follows:

4.1 Organization. Borrower is a unit of local government established under 70 ILCS 200/280-1, *et seq*, validly existing, and in good standing under the laws of the State of Illinois, and has paid all taxes and filed all reports, if any, necessary to maintain its status and good standing. No proceeding or action is pending or, to the best of Borrower's knowledge, threatened, against Borrower which could affect its status and good standing as an Illinois unit of local government.

4.2 Power and Authority. Borrower is governed by a board of seven trustees. The Board of Trustees has the requisite power and authority to conduct all the activities which it now conducts or proposes to conduct in connection with the Project and as contemplated by the Loan Documents under 70 ILCS 200/280-1, *et seq.* and to enter into the Loan Documents pursuant to 70 ILCS 200/280-30 and 5 ILCS 220/5.

4.3 Binding Agreement. Borrower has taken or will take all requisite action necessary to authorize the execution and delivery of the Loan Documents and the consummation of the transactions contemplated by the Loan Documents. The Loan Documents are valid and binding obligations of Borrower, enforceable under their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws and equity principles applied for the relief of debtors generally. No consent, order, authorization, or other approval of any governmental body or agency is required for Borrower to execute or deliver, or to perform Borrower's obligations under, the Loan Documents, that has not been obtained.

4.4 Litigation. To Borrower's knowledge, no legal action, suit, proceeding, or investigation is pending or threatened that would materially and adversely affect Borrower's ability to perform its obligations under this Agreement or to complete the Project. Borrower agrees to promptly notify Lender in writing of any such legal actions or proceedings that arise during the term of this Agreement and that could reasonably be expected to have a material adverse effect on its ability to fulfill its obligations.

4.5 No Defaults. Borrower is not currently in material default under any judgment, order, contract, or agreement that would materially and adversely affect its ability to perform its obligations under this Agreement. Borrower further agrees to promptly notify Lender of any material default or alleged default that arises during the term of this Agreement and could reasonably be expected to impact its performance.

4.6 Other Agreements. Borrower is not a party to any agreement or instrument, or subject to any restriction, which could materially adversely affect its properties, assets, operations, or financial condition.

4.7 Disclosure. No representation, warranty, or statement of Borrower in this Agreement or the other Loan Documents, or in any document furnished to Lender in connection with this Agreement or the other Loan Documents, contains any untrue statement of a material fact, or omits any material fact, the omission of which would be misleading.

4.8 Judgments. Borrower has not been subject to any judgments, liens, or legal orders that would materially and adversely affect its ability to perform its obligations under this Agreement. Borrower agrees to notify Lender of any such material

judgments, liens, or legal orders that arise during the term of this Agreement and could reasonably be expected to impact Borrower's performance.

ARTICLE V

CONDITIONS TO LENDER'S OBLIGATIONS

5.1 General Conditions. The obligation of Lender under this Agreement to fund the Loan is subject to the following conditions precedent, all of which shall be fulfilled to Lender's satisfaction on or before the Closing Date:

(a) The representations and warranties made by Borrower in this Agreement and the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of such time;

(b) No Default or Event of Default shall result from the funding of the Loan; and

(c) Borrower shall have delivered to Lender a certified copy of the resolution or other authorizing action of its governing board approving the execution, delivery, and performance of this Agreement.

5.2 Delivery of Documents. As conditions precedent to the obligation of Lender to fund the Loan, Borrower shall deliver or cause to be delivered to Lender, at or before the Closing, this Agreement, duly executed by Lender and Borrower, in form and substance acceptable to Lender.

ARTICLE VI

DISBURSEMENTS

6.1 Disbursement Requests. Borrower may request a Disbursement by delivering to Lender a Disbursement Request not less than fifteen (15) Business Days prior to the requested Disbursement date. Each Disbursement Request shall:

(a) identify the Vendor(s) to be paid;

(b) state the amount to be paid to each Vendor;

(c) describe the goods or services covered by the request; and

(d) be accompanied by copies of invoices and such other reasonable supporting documentation as Lender may request, including, as applicable, lien waivers, change orders, contractor sworn statements, and evidence of completed work.

6.2 Distributions. Subject to satisfaction of the conditions set forth in this Agreement, Lender shall fund approved Disbursements by paying the applicable amounts to Borrower.

6.3 Conditions to Each Disbursement. Lender's obligation to fund any Disbursement is conditioned upon: (a) Lender's receipt of a complete Disbursement Request with the required supporting documentation; (b) the truth and accuracy in all material respects of Borrower's representations and warranties; (c) the absence of any Default or Event of Default; (d) the

requested Disbursement, when added to the aggregate principal amount of all prior Disbursements, not exceeding the Loan Amount; and (e) the request being made during the Origination Period.

6.4 Review and Approval. Lender shall review each Disbursement Request in good faith and shall not unreasonably withhold, condition, or delay approval. Lender shall fund approved Disbursements within thirty (30) days after receipt of a complete Disbursement Request. Lender may, in its reasonable discretion, request additional documentation, conduct inspections of the Repairs and Improvements, or require third-party verification of completed work prior to funding any Disbursement.

ARTICLE VII

AFFIRMATIVE COVENANTS

As long as any portion of the Loan is outstanding or unpaid, Borrower covenants and agrees that, unless Lender otherwise consents in writing:

7.1 Reports. Borrower shall furnish information, statements, or documentation reasonably necessary to address specific questions or concerns raised by Lender, provided such requests are related to the Loan or the Project and do not impose an undue administrative burden on Borrower.

7.2 Existence. Borrower shall maintain its existence and good standing as an Illinois unit of local government and shall comply with all applicable federal, state, and local laws and regulations necessary for the continuation of its operations, including the Project.

7.3 Use of Loan Proceeds. Borrower shall use the proceeds of the Loan solely for the purposes described in and permitted by this Agreement. Borrower may make modifications to the Project's scope or budget, provided that such changes do not increase the overall Loan Amount.

7.4 Anti-Discrimination Laws. Borrower shall fully comply with all applicable federal, state, local, and other governmental anti-discrimination laws, executive orders, and regulations in its use of Loan proceeds and in conducting the Project.

7.5 Inspections. Borrower agrees to provide Lender with reasonable access to financial records and project documentation relevant to the Loan upon written request, subject to Borrower's standard procedures for record access and applicable laws. Any site visits or inspections of the Project shall be coordinated with Borrower to ensure they do not unreasonably interfere with Borrower's operations or the progress of the Project.

7.6 Pursuit of Grant and Settlement. Borrower shall diligently and in good faith pursue the Grant and the Settlement, and shall promptly notify Lender in writing of (a) any modification, reduction, denial, or delay of the Grant or Settlement, and (b) Borrower's receipt of any Grant proceeds or Settlement proceeds, within five (5) Business Days after such receipt.

ARTICLE VIII

NEGATIVE COVENANTS

As long as any portion of the Loan is outstanding or unpaid, Borrower covenants and agrees that, unless Lender otherwise consents in writing:

8.1 Assignment. Borrower shall not assign any rights or delegate performance of any of its duties or obligations under the Loan Documents. Lender shall not assign its rights under this Agreement without Borrower's prior written consent, except to a successor governmental entity or as required or permitted by applicable law.

8.2 Material Changes. Borrower shall not take any action, such as modifying governance documents, merging, consolidating, or dissolving, that would materially impair its ability to fulfill its obligations under this Agreement. Borrower agrees to provide Lender with reasonable prior notice of any proposed actions that could impact its repayment obligations.

8.3 Disposal of Assets. Borrower shall not sell, lease, or transfer any assets that are critical to the performance of its obligations under this Agreement without prior approval from its governing board and in compliance with applicable laws. Borrower agrees to notify Lender of any such transactions if they could materially impact Borrower's ability to fulfill its obligations under this Agreement.

8.4 Use of Loan Proceeds. Borrower shall use the proceeds of the Loan solely for purposes related to the Project and consistent with applicable federal, state, and local laws governing the use of public funds.

8.5 Guaranties. Borrower shall not guarantee or assume the liabilities or obligations of any third party in connection with the Project except as required by law or approved by Borrower's governing board.

8.6 Indebtedness. Borrower shall not incur additional indebtedness for the Project without the approval of its governing board and in compliance with applicable laws. Borrower agrees to notify Lender if such indebtedness could materially impact its ability to fulfill its obligations under this Agreement.

8.7 Compromise of Grant or Settlement. Borrower shall not voluntarily reduce, waive, release, compromise, settle, or assign the Grant or the Settlement (or any portion thereof) without the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned, or delayed.

ARTICLE IX

EVENTS OF DEFAULT

9.1 Events of Default**.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) Borrower fails to pay any principal, interest, or other Obligation when due, and such failure continues for ten (10) Business Days after written notice from Lender;

(b) Borrower fails to remit Grant proceeds or Settlement proceeds to Lender as required by Section 2.8(a) or 2.8(b), and such failure continues for fifteen (15) Business Days after written notice from Lender;

(c) Borrower fails to pay any Obligation due on the Maturity Date;

(d) Borrower materially violates any other term of this Agreement, and such violation remains uncured for thirty (30) days following written notice from Lender (or such longer period, not to exceed sixty (60) additional days, as is reasonably required to cure such failure, provided Borrower commences and diligently pursues such cure);

(e) Any representation or warranty made by Borrower in or in connection with this Agreement proves to have been false or misleading in any material respect when made; or

(f) Borrower becomes unable to meet its financial obligations under this Agreement due to reasons within its control.

Administrative or technical errors that do not materially impair Lender's rights or the progress of the Project shall not constitute an Event of Default.

9.2 Remedies**.** Upon the occurrence and during the continuance of any Event of Default, Lender may, by written notice to Borrower, do any or all of the following: (a) declare all or any portion of the Obligations immediately due and payable, whereupon the same shall become immediately due and payable; (b) suspend or terminate its obligation to make any further Disbursements; (c) charge interest at the Default Rate on all outstanding Obligations from the date of such Event of Default until paid in full; and (d) exercise any and all other rights and remedies available to it under applicable law or in equity. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies that Lender may have.

Before exercising remedies under Section 9.2, Lender shall in good faith meet with Borrower (or offer to do so) to review the circumstances of the Event of Default and explore alternative resolutions; provided, that this requirement shall not delay or impair Lender's ability to exercise its remedies, and shall not apply where an Event of Default arises from Borrower's failure to remit Grant or Settlement proceeds, failure to pay at Maturity, or any insolvency event.

ARTICLE X

MISCELLANEOUS

10.1 Indemnification. Borrower agrees to indemnify and hold Lender harmless from any losses, damages, or reasonable costs, including legal expenses, directly resulting from Borrower's material and willful breach of its obligations under this Agreement, to the extent permitted by applicable law. Such indemnification shall not extend to losses, damages, or expenses arising from Lender's negligence, willful misconduct, or actions outside the scope of this Agreement. This indemnification obligation shall survive for the period of the applicable statute of limitations after the Loan has been fully repaid and shall not exceed the limitations imposed by state law on the use of public funds for indemnity purposes.

10.2 Notices. All notices, requests, demands, consents, waivers, and other communications given under any of the provisions of this Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) one (1) Business Day after deposit with a nationally recognized overnight courier, (c) three (3) Business Days after deposit in the U.S. mail, postage prepaid and certified or registered mail, return receipt requested, or (d) when sent by electronic mail (with confirmation of receipt), in each case to the address or email set forth on the signature page hereto (or to such other address or email as a Party may designate by notice given in accordance with this Section).

10.3 Force Majeure**.** In the event of a force majeure event (such as natural disasters, pandemics, or other circumstances beyond Borrower's reasonable control) that prevents Borrower from making any non-monetary performance under this Agreement, such non-monetary obligation shall be deferred for the duration of the force majeure event, not to exceed ninety (90) days unless extended by mutual written agreement. Borrower's monetary obligations (including the obligation to remit Grant and Settlement proceeds and to pay all Obligations on the Maturity Date) shall not be deferred. During any deferral period, Borrower and Lender shall cooperate in good faith to assess the impact of the event.

10.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict-of-laws principles.

10.5 Venue. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Will County, Illinois, and the Parties hereby consent to the exclusive jurisdiction and venue of such courts.

10.6 Entire Agreement; Amendment. This Agreement, together with any exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings. This Agreement may be amended, modified, or waived only by a writing signed by both Parties.

10.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to render it valid and enforceable, or, if such modification is not possible, severed from this Agreement, and the remaining provisions shall continue in full force and effect.

10.8 No Waiver. No failure or delay by Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right.

10.9 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including PDF or recognized e-signature platforms) shall have the same force and effect as original signatures.

10.10 Headings. Section and article headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LENDER:

CITY OF JOLIET

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

_____

_____

Email: _____

BORROWER:

WILL COUNTY METROPOLITAN EXPOSITION AND AUDITORIUM AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

_____

_____

Email: _____

EXHIBIT A

FORM OF DISBURSEMENT REQUEST

To: City of Joliet, as Lender

From: Will County Metropolitan Exposition and Auditorium Authority, as Borrower

Date: _____

Disbursement Request No.: _____

Reference is made to that certain Loan Agreement, dated as of June 16, 2026 (the "**Loan Agreement**"), between Borrower and Lender. Capitalized terms used and not defined herein have the meanings given in the Loan Agreement.

Pursuant to Section 6.1 of the Loan Agreement, Borrower hereby requests a Disbursement as follows:

1. Aggregate amount of this Disbursement Request: $_____.

2. Requested funding date: _____.

3. Schedule of payees, amounts (attach as Schedule 1):

- Vendor name

- Description of goods/services

- Invoice number and date

- Amount payable

4. Supporting documentation attached: invoices, lien waivers (as applicable), contractor sworn statements (as applicable), and such other reasonable documentation as required.

Borrower hereby certifies that, as of the date hereof:

(a) All representations and warranties of Borrower in the Loan Agreement are true and correct in all material respects;

(b) No Default or Event of Default has occurred and is continuing;

(c) The proceeds of this Disbursement will be used solely to pay for the Repairs and Improvements in accordance with the Loan Agreement; and

(d) After giving effect to this Disbursement, the aggregate amount of the Loan disbursements will not exceed $2,000,000.

Will County Metropolitan Exposition and Auditorium Authority

By: _____
Name: _____
Title: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 326-26

File ID: 326-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 05/29/2026

Final Action:

Title: Ordinance Authorizing the Execution of an Intergovernmental Loan Agreement with the Will County Exposition and Auditorium Authority (Rialto Square Theatre)

Attachments: Ordinance, Intergovernmental Loan Agreement

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Kevin Sing	Approve	6/8/2026
1	2	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	3	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 328-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Resolution Approving a New Grant and Previous Grant Extension to the Will County Metropolitan Exposition and Auditorium Authority (Rialto Square Theatre)

BACKGROUND:
The City has been providing annual funding to the Rialto Square Theatre since 1980. The Rialto Square Theatre is a regional destination and economic driver for Joliet's downtown area. Beginning in 2024, this funding has been a formal capital grant. The purpose of the capital grant is to ensure funds are used to preserve the theatre building and are not eligible for operations.

The Rialto has earmarked the 2024 and 2025 grants toward their $9 million HVAC renovation project. This project has been delayed due to asbestos remediation and coordination needed to schedule the closure of the theatre for the project. The project has been awarded. The theatre is scheduled to be closed from June 2026 through mid-September 2026 to complete the entire HVAC project.

Based on the information above, approval of this resolution will:

- Extend the 2024 capital grant with an expiration date of December 31, 2026
- Approve a 2026 capital grant in the amount of $475,000, changing the payment method to reimbursable from advance fund with an expiration date of December 31, 2026.

The 2026 grant has been included in the 2026 annual budget under Org: 02001000/Object: 548400.

Finance Committee will review this item on June 19, 2026.

CONCLUSION:
The grant will continue to preserve the Rialto Square Theatre allowing for its continued success as a regional destination and economic driver in Joliet's downtown area.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve a Resolution Approving a Grant to the Will County Metropolitan Exposition and Auditorium Authority (Rialto Square Theatre).

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RESOLUTION NO.

RESOLUTION APPROVING A NEW GRANT AND PREVIOUS GRANT EXTENSION TO THE WILL COUNTY METROPOLITAN EXPOSITION AND AUDITORIUM AUTHORITY (RIALTO SQUARE THEATRE)

WHEREAS, the City of Joliet, Illinois (the "City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, Will County Metropolitan Exposition and Auditorium Authority owns and operates the Rialto Square Theatre; and

WHEREAS, the Rialto Square Theatre is a major attraction in the City of Joliet downtown business district; and

WHEREAS, THE City provided a 2024 capital grant to the Will County Metropolitan Exposition and Auditorium Authority that has not been expended by the Authority; and

WHEREAS, Will County Metropolitan Exposition and Auditorium Authority has reserved the 2024 grant to be applied to their multi-million dollar HVAC project that has been delayed until 2026 and has begun; and

WHEREAS, the City of Joliet supports the preservation of the Rialto Square Theatre.

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

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the remainder of this Resolution are true, correct and complete and are hereby incorporated into this Resolution by reference.

SECTION 2: The Mayor and City Council approve the 2026 Grant Agreement, attached hereto as Exhibit "1". Further, the Mayor and City Council authorize and direct the City Manager to execute the Grant Agreement. The Grant Agreement may be extended for an additional one-year term by the City Manager. Such extension shall only be for the purpose of completing eligible projects and not for additional funding.

SECTION 4: The Mayor and City Council authorize the extension of the 2024 Grant agreement with a new expiration date of December 31, 2026.

SECTION 5: The Mayor and City Council authorize the expenditure of funds for the Grant Agreement.

SECTION 6: This Resolution is adopted pursuant to the home rule powers granted the City of Joliet by Article VII, Section 6 of the Constitution of the State of Illinois. In addition, this Resolution is adopted pursuant to the authority and in accordance with the procedures set forth by law. To the extent that this Resolution conflicts with any provision

of law, this Resolution shall be construed so as to preempt such law pursuant to the home rule powers of the City of Joliet. This Resolution shall be deemed severable.

SECTION 7: This Resolution shall be in effect immediately upon its passage.

PASSED this _____ day of _____, 2026.

VOTING NO: _____

VOTING YES: _____

NOT VOTING: _____

_____
Mayor, City of Joliet,
Will and Kendall Counties, Illinois

ATTEST:

_____
City Clerk, City of Joliet,
Will and Kendall Counties, Illinois

[SEAL]

Docusign Envelope ID: 67BB22EA-EAE6-4116-AB0B-505BE8D2241C

City of Joliet

Grant Agreement

The grant to Will County Metropolitan Exposition and Auditorium Authority ("Grantee") from City of Joliet ("Grantor") is for the explicit purposes described in this grant agreement and subject to Grantee's acceptance of the terms described herein.

WHEREAS, Grantor owns and operates the Rialto Square Theatre in downtown Joliet, Illinois;

WHEREAS, the City of Joliet supports the preservation of the Theatre and revitalization of its downtown commercial district;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

Grant Purpose
Grantee shall use the grant and any income earned on the grant funds, for capital improvements to property owned by the grantee. Capital Improvements are defined as improvements that materially add to the value of the property, or appreciably prolong its useful life, or adapt it to new uses.

Amount
The total amount of the grant is $475,000 for calendar year 2025 to be paid within 60 days of execution of this grant agreement.

Grant Term
The term of the grant shall begin on January 1, 2025 and end December 31, 2025.

Expenditure of Grant Funds
The funds provided may be spent only in accordance with the provisions of the grant agreement. The grant shall only be for costs incurred during the grant period. The grant is subject to modification only with Grantor's prior written approval. Grantor reserves the right to exercise oversight, in whatever manner it deems suitable with respect to Grantee's use of these funds.

Reversion of Grant Funds
Grantee will return to Grantor any unexpended funds at the close of the grant period. Funds also shall be promptly returned if Grantor determines that Grantee has not performed in accordance with the Terms of the Grant.

Reports to Grantor
Grantee will furnish Grantor with quarterly written reports addressing all points listed in the following guidelines. These reports will supply sufficient information for Grantor to determine that the grant is being used for the purposes intended and for Grantor to fulfill its own public reporting responsibilities.

Reporting
Reports are due to Grantor by the 10th of January, April July, October and should include the following information:

Docusign Envelope ID: 67BB22EA-EAE6-4116-AB0B-505BE8D2241C

City of Joliet

A fiscal year to date summary of revenues and expenditures for the Grantee. Said report shall include a comparison to the Grantor's approved budget.

I. A description of work conducted by Grantee during the period in pursuit of the general objectives set forth in the grant agreement.

II. A summary of operational metrics to include:
   - Number and type of event
   - Estimated attendance at events
   - Additional information to support the receipt of grant and its purpose.

III. Grantee shall keep records satisfactory to Grantor related to performance of this Agreement. Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this agreement to Grantor or its designated representatives, auditors, or legal counsel to determine compliance with the terms of the agreement and applicable law.

Donor Recognition: Publicity

Grantee shall announce and publicize the receipt of Grant in recognition of Grantor's support. Grantor shall be provided the same level of recognition and benefits as donors who provide donations of similar amounts.

Miscellaneous Grant Provisions

1. Grantee must book shows and events during each month of the year
   a. This provision does not apply for the months the Theatre is closed for repairs or road construction.
   b. Minimum of 65 event days annually
   c. Minimum of 75,000 visitors annually

Amendment

This Agreement may be amended only as stated in writing and signed by both parties which recites that it is an amendment to this Agreement.

If this Agreement sets forth Grantee's understanding of the terms of this grant, please indicate agreement to such terms by having the enclosed copy of this letter countersigned by an appropriate officer of the organization and returned to Grantor.

For Grantee:

DocuSigned by:
Robert Filotto
72E4297772A140F...
Signature of Authorized Representative

Robert Filotto Chairman
Name and Title

4/17/2025
Date

For Grantor:

DocuSigned by:
9CD08CDD035A49D...
Signature of Authorized Representative

Beth Beatty City Manager
Name and Title

4/17/2025
Date

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 328-26

File ID: 328-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 05/29/2026

Final Action:

Title: Resolution Approving a New Grant and Previous Grant Extension to the Will County Metropolitan Exposition and Auditorium Authority (Rialto Square Theatre)

Attachments: Resolution, Rialto_Grant_Agreement

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Kevin Sing	Approve	6/5/2026
1	2	6/3/2026	Todd Lenzie	Approve	6/5/2026
1	3	6/12/2026	Beth Beatty	Approve	6/5/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 329-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Resolution Designating Financial Institutions to be Used as Depositories for City Funds

BACKGROUND:
The City of Joliet Code of Ordinances as well as the Illinois Municipal Code require that the City Council designate financial institutions to be used as depositories for City funds and that the City Treasurer shall be required to only use those financial institutions designated as depositories for City funds in his custody.

Staff is requesting to add Wintrust Financial as a depository. The addition of Wintrust Financial will provide the City additional investment options to maximize interest income.

This item will be considered by the Finance Committee on June 16, 2026

CONCLUSION:
If approved, the list of depositories would be:

Busey Bank; BMO Harris Bank N.A.; CIBC Bank; Commerce Bank; First American Bank; First Secure Bank, Fifth Third Bank N.A.; Hometown National Bank; Old National Bank; JP Morgan Chase; Wintrust Financial (Old Plank Trail Community Bank); and the State of Illinois Public Treasurer's Investment Pool

RECOMMENDATION:
IT is recommended that the Mayor and City Council approve a Resolution Designating Financial Institutions to be Used as Depositories for City Funds

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RESOLUTION NO. _____

A RESOLUTION DESIGNATING FINANCIAL INSTITUTIONS TO BE USED AS DEPOSITORIES FOR CITY FUNDS

WHEREAS, The Illinois Municipal Code requires that the City Council approve Financial Institutions to be used as depositories for City Funds; and

WHEREAS, the Mayor and City Council of the City of Joliet, Illinois have designated and approved depositories for City funds

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS AS FOLLOWS:

SECTION 1: That Busey Bank; BMO Harris Bank N.A.; CIBC Bank; Commerce Bank; First American Bank; First Secure Bank, Fifth Third Bank N.A.; Hometown National Bank; Old National Bank; JP Morgan Chase; Wintrust Financial (Old Plank Trail Community Bank); and the State of Illinois Public Treasurer's Investment Pool be depositories of certain funds of the City of Joliet, A Municipal Corporation

SECTION 2: Resolution Number 7906 is hereby amended to reflect the addition of Wintrust Financial as an authorized depository.

SECTION 3: This resolution shall be in effect upon its passage.

PASSED this __ day of _____ 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 329-26

File ID: 329-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 05/29/2026

Final Action:

Title: Resolution Designating Financial Institutions to be Used as Depositories for City Funds

Attachments: Resolution Designating Financial Institutions

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Kevin Sing	Approve	6/4/2026
1	2	6/3/2026	Todd Lenzie	Approve	6/5/2026
1	3	6/12/2026	Beth Beatty	Approve	6/5/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 330-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase A Project - MFT Section No. 21-00546-01-TL in the Amount of $98,848.77

BACKGROUND:
The City's Advanced Traffic Management System (ATMS) - Phase A Project, was awarded on April 2, 2024. The project is being funded partially by Motor Fuel Tax funds.

The Public Service Committee will review this matter.

CONCLUSION:
Funding for Change Order No.1 of this project will come from Motor Fuel Tax funds. The State of Illinois requires the Mayor and City Council to approve a Funding Resolution. Please find attached a Funding Resolution appropriating $98,848.77.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Funding Resolution appropriating Motor Fuel Tax funds.

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Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Supplemental		21-00546-01-TL

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Joliet (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
VARIOUS				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Advanced Traffic Management System - Phase A project - Change Order No. 1.

2. That there is hereby appropriated the sum of Ninety Eight Thousand Eight Hundred Forty Eight and 77/100 Dollars ($98,848.77) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lauren O'Hara (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Joliet (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Joliet (Name of Local Public Agency) at a meeting held on June 16, 2026 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 330-26

File ID: 330-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase A Project - MFT Section No. 21-00546-01-TL in the Amount of $98,848.77

Attachments: Resolution

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 331-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase B Project - MFT Section No. 21-00546-03-TL in the Amount of $11,226.75

BACKGROUND:
The City's Advanced Traffic Management System (ATMS) - Phase B Project, was awarded on June 3, 2025. The project is being funded partially by Motor Fuel Tax funds.

The Public Service Committee will review this matter.

CONCLUSION:
Funding for Change Order No.1 for this project will come from Motor Fuel Tax funds. The State of Illinois requires the Mayor and City Council to approve a Funding Resolution. Please find attached a Funding Resolution appropriating $11,226.75.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Funding Resolution appropriating Motor Fuel Tax funds.

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Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		21-00546-03-TL

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Joliet (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
VARIOUS				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Advanced Traffic Management System - Phase B project - Change Order No. 1.

2. That there is hereby appropriated the sum of Eleven Thousand Two Hundred Twenty Six Dollars and 75/100 Dollars ($11,226.75) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lauren O'Hara (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Joliet (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council (Governing Body Type) of Joliet (Name of Local Public Agency) at a meeting held on June 16, 2026 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 331-26

File ID: 331-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/02/2026

Final Action:

Title: Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase B Project - MFT Section No. 21-00546-03-TL in the Amount of $11,226.75

Attachments: Resolution

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 332-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Resolution Accepting $26,000.00 in Grant Funds from FY2026 Small Equipment Grant from the State of Illinois Office of the State Fire Marshal for the Purchase of Turnout Gear.

BACKGROUND:
The City of Joliet Fire Department applied for the Fiscal Year 2026 Small Equipment Grant, a competitive grant offered by the State of Illinois Office of the State Fire Marshal to assist fire departments with purchasing equipment that will improve the safety of their firefighters. With 223 firefighters and over 23,000 annual emergency responses, the Joliet Fire Department needs upgraded equipment to ensure the safety of their first responders.
Grant funds will be provided in the amount of $26,000 which will be used to purchase new turnout gear to replace worn items in the Joliet Fire Department inventory. This grant requires no match.

RECOMMENDATION:
Based on the above, it is recommended that Mayor and City Council approve the Resolution Accepting $26,000.00 in Grant Funds from FY2026 Small Equipment Grant from the State of Illinois Office of the State Fire Marshal for the Purchase of Turnout Gear and Grant Agreement attachment be forwarded to City Council for approval.

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RESOLUTION NO.

RESOLUTION ACCEPTING $26,000.00 IN GRANT FUNDS FROM FY2026 SMALL EQUIPMENT GRANT FROM THE STATE OF ILLINOIS OFFICE OF THE STATE FIRE MARSHAL FOR THE PURCHASE OF TURNOUT GEAR

WHEREAS, the City of Joliet was notified that it was awarded $26,000.00 in grant funds from FY2026 Small Equipment Grant from the State of Illinois Office of the State Fire Marshal for the Joliet Fire Department; and

WHEREAS, these grant funds will assist the City of Joliet Fire Department with improving safety for first responders during emergency calls for fires; and

WHEREAS, the City of Joliet is dedicated to applying for grants to support first responders and is recommending that the Joliet City Council accept the FY2026 Small Equipment grant funds; and

WHEREAS, the Grant Award will contribute to the purchase of new turnout gear for firefighters; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to accept the FY2026 Small Equipment Grant from the State of Illinois Office of the State Fire Marshal in the amount of $26,000.00.

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

SECTION 1: The Mayor and City Council hereby find the recitals contained in this preamble to this Resolution are true, correct, and complete and are hereby incorporated into this Resolution by reference.

SECTION 2: The City Manager is authorized to execute the Grant Agreement for and on behalf of the City of Joliet, attached as Exhibit A.

SECTION 3: This Resolution shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

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GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, OFFICE OF THE STATE FIRE MARSHAL
AND

_____Joliet Fire Department_____

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Joliet Fire Department (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Audit Requirements**
Article XII	**Termination; Suspension; Non-compliance**
Article XIII	**Subcontracts/Subawards**
Article XIV	**Notice of Change**
Article XV	**Structural Reorganization and Reconstitution of Board Membership**
Article XVI	**Conflict of Interest**
Article XVII	**Equipment or Property**
Article XIVIII	**Promotional Materials; Prior Notification**
Article XIX	**Insurance**
Article XX	**Lawsuits and Indemnification**
Article XXI	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

Docusign Envelope ID: 76886D7B-2DAE-8557-8046-52CFC6899AA7

The Parties or their duly authorized representatives hereby execute this Agreement.

OFFICE OF THE STATE FIRE MARSHAL

By: _____
Michele L Pankow/Ronny Wickenhauser
State Fire Marshal/CFO

Date: _____

Joliet Fire Department

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____

Printed Title: _____
E-mail: _____

Docusign Envelope ID: 76886D7B-2DAE-8557-8046-52CFC6899AA7

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

Docusign Envelope ID: 76886D7B-2DAE-8557-8046-52CFC6899AA7

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on July 1, 2025 and expires on June 30, 2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be **$** 26,000.00 , of which **$**0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Payment is to be made in one lump sum upon execution of the Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 592-01-0504 and the CSFA Name is Small Fire-fighting and Ambulance Service Equipment Grant Program. If applicable, the State Award Identification Number (SAIN) is N/A.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and UKXHU6SJXLR9 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: _____ is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Medical Corporation
- ☐ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non-Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt*
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

*Grantee must select "Tax Exempt" if Grantee is doing business as a corporation that is tax exempt.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9

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tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful

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manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to

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requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No

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documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in

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place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

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8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, no later than sixty 9 months following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

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(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.2. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
AUDIT REQUIREMENTS

11.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

11.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

11.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required

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submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

11.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

11.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in

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accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

11.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XII
TERMINATION; SUSPENSION; NON-COMPLIANCE

12.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

12.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

12.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to,

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the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

12.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

12.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

12.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIII
SUBCONTRACTS/SUBAWARDS

13.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

13.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

13.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

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ARTICLE XIV
NOTICE OF CHANGE

14.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

14.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

14.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

14.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XV
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

15.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVI
CONFLICT OF INTEREST

16.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

16.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State

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including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

16.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVII
EQUIPMENT OR PROPERTY

17.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

17.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

17.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

17.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

17.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

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ARTICLE XVIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

18.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

18.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XIX
INSURANCE

19.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

19.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XX
LAWSUITS AND INDEMNIFICATION

20.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

20.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of

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contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXI
MISCELLANEOUS

21.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

21.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

21.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

21.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

21.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

21.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

21.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

21.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

21.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the

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Freedom of Information Act. 5 ILCS 140/7(2).

21.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

21.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

21.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

21.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

21.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

21.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

21.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee may purchase all equipment outlined in the Grant Award Letter.

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EXHIBIT B

DELIVERABLES OR MILESTONES

- Grantee shall submit a final expenditure report, including copies of paid invoices and/or cancelled checks, no later than 9 months after the end date of the Grant Agreement.

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Roger Branson	Name: _____
Title: Executive II	Title: _____
Address: 1035 Stevenson Drive	Address: _____
Springfield, Illinois 62703	_____

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: _____

_____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Roger Branson	Name: _____
Title: Executive II	Title: _____
Address: 1035 Stevenson Drive, Springfield, IL 62703	Address: _____
Phone: 217-785-4717	Phone: _____
TTY#: 866-324-3841	TTY #: _____
E-mail Address: Roger.D.Branson@illinois.gov	E-mail Address: _____

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

N/A

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EXHIBIT E

SPECIFIC CONDITIONS

N/A

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PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

N/A

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

N/A

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 332-26

File ID: 332-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/03/2026

Final Action:

Title: Resolution Accepting $26,000.00 in Grant Funds from FY2026 Small Equipment Grant from the State of Illinois Office of the State Fire Marshal for the Purchase of Turnout Gear.

Attachments: Resolution, FY26 Small Equipment Grant Agreement

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Kevin Sing	Approve	6/5/2026
1	2	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	3	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 333-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Authorizing Execution of an Intergovernmental Agreement and an Easement Agreement between the Joliet Township High School District 204 and the City of Joliet for Installation of a Water Service Connection

BACKGROUND:
The Glenwood Avenue Water Main Replacement project is being constructed as part of the 2026 Water Main Replacement Program. As part of this project the water service connection to the Joliet West High School needs to be relocated. While planning the water service relocation it was discovered that Joliet Township High School (JTHS) District 204 is planning a building expansion that requires relocation of a section of their private water main loop. Both the City and JTHS District 204 will benefit from completing the water service relocation work and the JTHS District 204 water main relocation concurrently. Therefore, it is proposed that a portion of the JTHS District 204 private water main work be included in the City's water main project. In order for the work to be completed, permanent and temporary easements from JTHS District 204 and an Intergovernmental Agreement (IGA) documenting the cost sharing of the work are needed.

The Public Service Committee will review this matter.

CONCLUSION:
The City and JTHS District 204 have negotiated mutually acceptable terms of an Intergovernmental Agreement and Easement Agreement to allow for the coordinated construction of the City's and District's projects.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution, authorizing (1) execution of an Intergovernmental Agreement between the Joliet Township High School District 204 and the City of Joliet and (2) acceptance of an Easement Agreement for the installation of a water service connection.

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RESOLUTION NO.

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT AND AN EASEMENT AGREEMENT BETWEEN THE CITY OF JOLIET AND SCHOOL DISTRICT 204 FOR WATER EXTENSION AND CONNECTION AT JOLIET WEST HIGH SCHOOL

WHEREAS, the City of Joliet ("City") is Home Rule Municipalities under and by virtue of the Constitution of the State of Illinois and School District 204 is a public school district in Illinois; and

WHEREAS, the City and the owner, School District 204, of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (PIN 30-07-07-400-012-0000), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet's Glenwood & West Acres Water Main Improvements; and

WHEREAS, the City and School District 204 have agreed upon terms for an Agreement between the parties in order the City of Joliet to install a water main extension & connection to Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois; and

WHEREAS, School District 204 will grant a permanent easement & temporary construction easement ("Grant of Easement" attached) for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois according to attached "Easement Exhibit"; and

WHEREAS, School District 204 to reimburse Joliet $48,511.77 for the water main extension and connection at Joliet West High School, located at 401 N. Larkin Avenue, Joliet, Illinois as part of Joliet's Glenwood & West Acres Water Main Improvements project; and

WHEREAS, the proposed IGA between the City and School District 204 is attached hereto and incorporated herein as Exhibit "A."

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

SECTION 1: The Mayor and City Council hereby find that the recitals contained in this Resolution are true, correct and complete and are hereby incorporated into this Section by reference.

SECTION 2: The Intergovernmental Agreement between the City of Joliet and Joliet Township High School District 204 is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The City Manager is authorized to execute the IGA on behalf of the City of Joliet.

SECTION 4: The Easement Agreement for the water main extension and connection is hereby approved in a form substantially similar to Exhibit B attached to and incorporated in this Resolution.

SECTION 5: The City Manager or her designee is hereby authorized to take such actions as may be necessary for the City to comply with the terms of the Easement Agreement.

SECTION 6: Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 7: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 8: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2026.

_____ MAYOR

_____ CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JOLIET AND
JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204
FOR WATER EXTENSION & CONNECTION AT JOLIET WEST HIGH SCHOOL

This Agreement is made by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter, "Joliet") and the Board of Education of Joliet Township High School District 204, an Illinois School District, (hereinafter, "School District 204"), collectively referred to as the “Parties” and individually as “Municipality & School District” herein, and is an Agreement for Water Main Extension & Connection for Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois (hereinafter, “Agreement”), as described herein.

WHEREAS, Joliet is Home Rule Municipalities under and by virtue of the Illinois Constitution of 1970; and School District 204 is a public school district in Illinois; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, Joliet and School District 204 are units of local government that may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes municipalities to exercise jointly with any public Municipality of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the owner, School District 204, of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (PIN 30-07-07-400-012-0000), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet’s Glenwood & West Acres Water Main Improvements; and

WHEREAS, the Parties wish to acknowledge in this Agreement that they are working cooperatively to allow for Joliet to install a water main extension & connection to Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois; and

WHEREAS, School District 204 will grant a permanent easement & temporary construction easement (“Grant of Easement” attached) for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois according to attached “Easement Exhibit”; and

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the Parties **AGREE AS FOLLOWS**:

SECTION 1: Purpose of Agreement

The owner of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (School District 204), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet's Glenwood & West Acres Water Main Improvements project.

SECTION 2: Terms of Agreement

Both parties wish to acknowledge in this Agreement that they are working cooperatively to allow for Joliet to install a water main extension & connection to Joliet West High School. School District 204 will grant a permanent easement & temporary construction easement for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois.

SECTION 3: No Indemnification

Both Parties shall assume sole responsibility for insuring and/or indemnifying its own employees and shall provide for its own defense in any action or dispute that arises in connection with, or as the result of this Agreement.

SECTION 4: Insurance

Both Parties shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in this Agreement. Both Parties shall bear the responsibility for their own insurance even in the event of inadequate, nonexistent or exhausted coverage.

SECTION 5: Adoption

This Agreement shall become effective upon the passage and approval of a companion ordinance or resolution by each participating Parties, in the manner provided by law, and by the signing of this Agreement by the authorized representatives of Joliet and School District 204.

SECTION 6: Term

School District 204 to reimburse Joliet $48,511.77 ("Glenwood Change Order 1" attached) for the water main extension and connection at Joliet West High School, located at 401 N. Larkin Avenue, Joliet, Illinois as part of Joliet's Glenwood & West Acres Water Main Improvements project.

SECTION 7: Termination

Either Joliet or School District 204 may withdraw from this Agreement by providing written notice to the other party. This Agreement will terminate thirty (30) days from the date

of written notice.

All notices pursuant to this Agreement shall be sent via regular first-class U.S. mail and via email to the following:

If to City of Jolliet:
City of Joliet
150 W Jefferson St.
Jolliet, Illinois 60432
Attention: Allison Swisher, Director of Public Utilities
Email: aswisher@joliet.gov

With a copy to:

City of Joliet Legal Department
150 W. Jefferson St.
Joliet, Illinois 60432
Attention: Corporation Counsel
Email: Legal@joliet.gov

If to School District 204:
Joliet Township High School District 204
300 Caterpillar Drive
Joliet, IL 60436
Attention: Karla Guseman, Superintendent
Email: kguseman@jths.org

The parties may amend the address and email information above by sending notice thereof to the other party

SECTION 8: Severability

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in effect without regard to the invalidated section, portion, or subsection.

SECTION 9: Modification

Modifications to this Agreement must be made in writing and executed by each of the Parties authorized representatives before such modifications become effective.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

CITY OF JOLIET	SCHOOL DISTRICT 204
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
ATTEST	ATTEST
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Glenwood

Change Order 1 - Joliet West School Service

ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	CONTRACT QTY	SCHOOL DIST CO #1 QTY	SCHOOL DIST CO #1 COST	COJ CO #1 QTY	COJ CO #1 COST	TOTAL CHANGE ORDER #1 QTY	TOTAL CHANGE ORDER #1 COST	REVISED CONTRACT QTY
2	GRANULAR TRENCH BACKFILL	CUYD	$0.01	6000.0	76.7	$0.77	123.3	$1.23	200.0	$2.00	6200.0
4	WATER MAIN (OPEN CUT), 6-INCH, DI	FOOT	$185.00	410.0	10.0	$1,850.00	0	$0.00	10.0	$1,850.00	420.0
5	WATER MAIN (OPEN CUT), 8-INCH	FOOT	$141.00	1538.0	153.0	$21,573.00	73	$10,293.00	226.0	$31,866.00	1764.0
17	MISCELLANEOUS FITTINGS	POUND	$0.01	12000.0	200.0	$2.00	800	$8.00	1000.0	$10.00	13000.0
19	CONNECT TO WATER MAIN (NON-PRESSURE), 8-INCH	EACH	$5,760.00	7.0	0.0	$0.00	2	$11,520.00	2.0	$11,520.00	9.0
25	GATE VALVE, 8-INCH	EACH	$2,500.00	5.0	2.0	$5,000.00	2	$5,000.00	4.0	$10,000.00	9.0
26	GATE VALVE, 12-INCH	EACH	$4,500.00	2.0	0.0	$0.00	1	$4,500.00	1.0	$4,500.00	3.0
28	VALVE BOX	EACH	$770.00	8.0	0.0	$0.00	1	$770.00	1.0	$770.00	9.0
29	VALVE VAULT, 4-FOOT DIAMETER	EACH	$3,270.00	3.0	2.0	$6,540.00	1	$3,270.00	3.0	$9,810.00	6.0
30	VALVE VAULT, 5-FOOT DIAMETER	EACH	$4,460.00	14.0	0.0	$0.00	1	$4,460.00	1.0	$4,460.00	15.0
33	FIRE HYDRANT	EACH	$9,900.00	25.0	1.0	$9,900.00	0	$0.00	1.0	$9,900.00	26.0
36	LINE STOP, 8-INCH	EACH	$7,700.00	1.0	0.0	$0.00	1	$7,700.00	1.0	$7,700.00	2.0
76	RESTORATION OF LAWNS AND PARKWAYS	SQYD	$14.00	1500.0	114.0	$1,596.00	86	$1,204.00	200.0	$2,800.00	1700.0
77	TEMPORARY HOT-MIX ASPHALT PAVEMENT	SQYD	$41.00	1050.0	50.0	$2,050.00	0	$0.00	50.0	$2,050.00	1100.0
79	HOT-MIX ASPHALT REMOVAL AND REPLACEMENT, 10-INCH BINDER 2-INCH SURFACE	SQYD	$118.00	4400.0	0.0	$0.00	100	$11,800.00	100.0	$11,800.00	4500.0
83	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 3-INCH	SQYD	$76.00	100.0	0.0	$0.00	100	$7,600.00	100.0	$7,600.00	200.0
89	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	$61.00	1200.0	0.0	$0.00	50	$3,050.00	50.0	$3,050.00	1250.0
90	PCC SIDEWALK REMOVAL AND REPLACEMENT	SQFT	$13.00	3700.0	0.0	$0.00	200	$2,600.00	200.0	$2,600.00	3900.0
91	DETECTABLE WARNINGS	SQFT	$46.00	30.0	0.0	$0.00	20	$920.00	20.0	$920.00	50.0
92	PAVEMENT MARKING - LINE, 4-INCH (THERMOPLASTIC)	FOOT	$1.60	520.0	0.0	$0.00	20	$32.00	20.0	$32.00	540.0
116	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CUYD	$0.01	140.0	0.0	$0.00	10	$0.10	10.0	$0.10	150.0
NEW	WATER METER VAULT - High School	LSUM	$95,000.00	0.0	0.0	$0.00	1	$95,000.00	1.0	$95,000.00	1.0
						$48,511.77		$169,728.33		**$218,240.10**	

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, ***JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204;*** with a parcel at 401 N. Larkin Avenue, Joliet, IL 60435, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby ***GRANT and CONVEY*** unto the Grantee, the ***CITY OF JOLIET***, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a permanent non-exclusive public utility easement, but not limited to, the right to the construct, operate, maintain, replacement and relocation of a water main and related appurtenances (the "**Permitted Improvements**"), in, under, over, and upon the real property legally described as follows (the "**Public Utility Easement Tract**"):

PERMANENT PUBLIC UTILITY EASEMENT:
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER;
THENCE SOUTH 02 DEGREES 03 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 33 FEET TO A POINT ON THE SOUTH LINE OF GLENWOOD AVENUE; THENCE NORTH 87 DEGREES 56 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF GLENWOOD AVENUE, 1094.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, 35.01 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 04 SECONDS EAST, 20.00 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 33 SECONDS WEST, 35.01 FEET TO A POINT ON THE SOUTH LINE OF GLENWOOD AVENUE; THENCE SOUTH 87 DEGREES 56 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF GLENWOOD AVENUE, 20.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT:
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER;
THENCE SOUTH 02 DEGREES 03 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 33 FEET TO A POINT ON THE SOUTH LINE OF GLENWOOD AVENUE; THENCE NORTH 87 DEGREES 56 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF GLENWOOD AVENUE, 1094.80 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, 35.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, 38.91 FEET; THENCE SOUTH 34 DEGREES 03 MINUTES 39 SECONDS EAST, 98.40 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 24 SECONDS EAST, 10.74 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 36 SECONDS EAST, 20.00 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 24 SECONDS WEST, 16.50 FEET; THENCE NORTH 34 DEGREES 03 MINUTES 39 SECONDS WEST, 98.22 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 33 SECONDS WEST, 38.35 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 04 SECONDS WEST, 20.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 30-07-07-400-012-0000

An exhibit depicting the Public Utility Easement Tract is attached hereto as Exhibit "A" and incorporated herein by reference

Unless otherwise set forth herein, the easements granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' property in connection with the project, and its maintenance and operation.

2. The rights granted herein shall include, but not be limited to, the removal or relocation of landscaping, fencing, brush, debris or similar material which conflict with the construction, maintenance or operation of the water main Improvements installed in the Public Utility Easement Tract.

3. Full and complete title, ownership and use of the Public Utility Easement Tract are hereby reserved to Grantors subject only to the right, permission and authority expressly granted to the Grantee in this instrument.

4. Title to the Permitted Improvements installed within the Public Utility Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

5. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Public Utility Easement Tract to its original grade and condition.

6. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantors, and Grantors' heirs, successors, assigns and subsequent grantees and the Grantee and its successor corporate authorities, successor municipal corporations, agents, licensees, successors and assigns.

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. The Grantee acknowledges that it has physically inspected the Public Utility Easement Tract and accepts the easement with full knowledge of their condition.

Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use of the Easement Tracts. The Grantee agrees to provide the Grantor a plat of survey showing the Grantors lots and the granted utility easement.

9. The Grantee agrees, upon completion of the installation of the Permitted Improvements, the Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of the Grantors' Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from the Grantors' Property that has been displaced by the placement of the Permitted Improvements. The Grantee shall require its contractor to compact the clay that is replaced in the excavated area and to improve or return the topography of the land to its original condition. The depth of topsoil after any construction activities shall be restored to its existing depth. All asphalt pavement removed shall be replaced in kind.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this _____ day of _____, 2026.

JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204

BY: _____

_____

ACKNOWLEDGEMENT

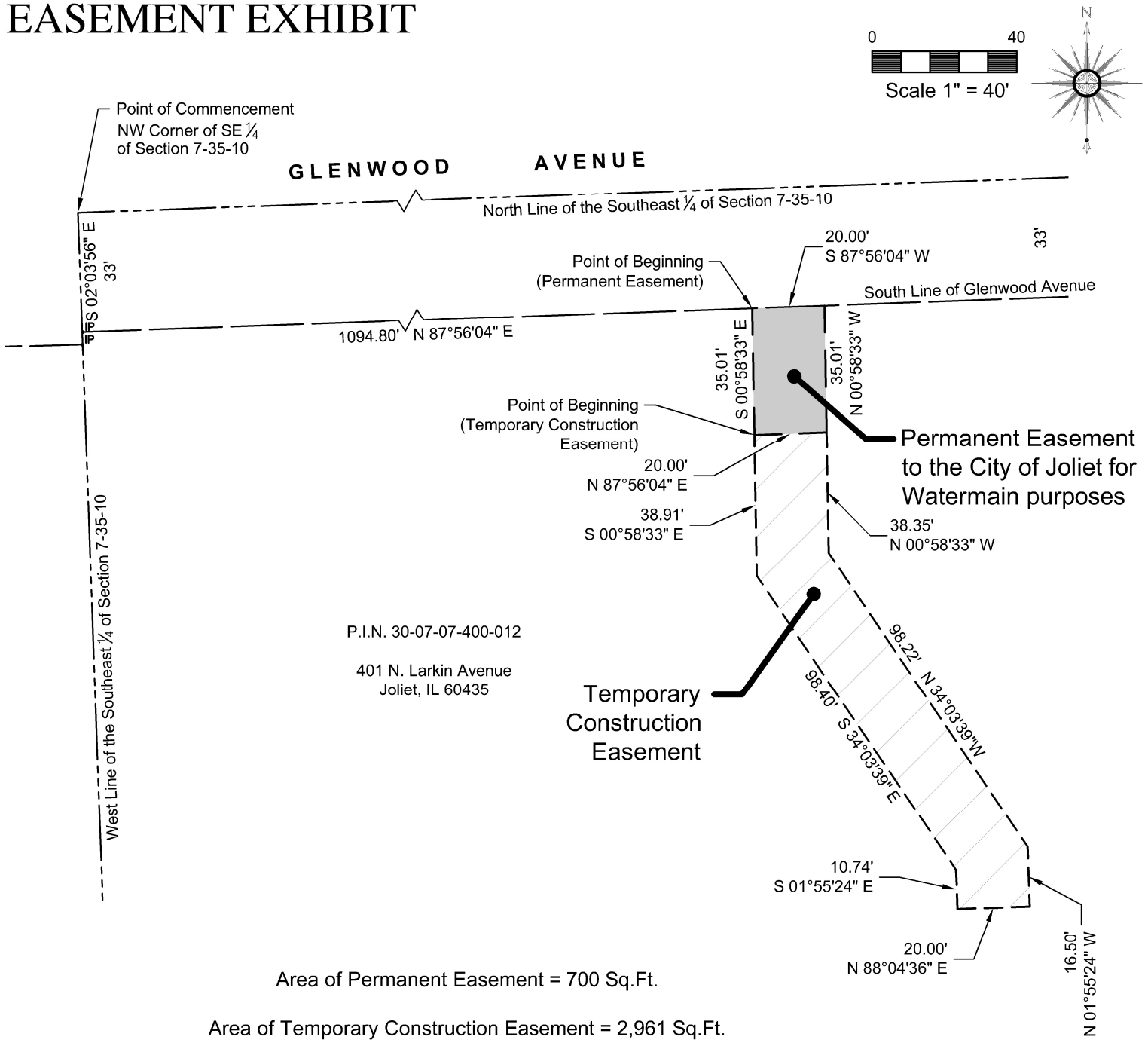
STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

_____
Notary Public

PREPARED BY/RETURN TO THE GRANTEE:
City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

EASEMENT EXHIBIT



Area of Permanent Easement = 700 Sq.Ft.

Area of Temporary Construction Easement = 2,961 Sq.Ft.

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE EXHIBIT FOR THE PURPOSES HEREIN DESCRIBED.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS.

DATE: April 24, 2026 BY: _____

ANTHONY BIANCHIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-003603

ANTHONY E. BIANCHIN
035-003603
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS
CRYSTAL LAKE, ILLINOIS

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2026

BAXTER & WOODMAN Consulting Engineers
8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450

EASEMENT EXHIBIT

PERMANENT EASMENT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER;
THENCE SOUTH 02 DEGREES 03 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 33 FEET TO A POINT ON THE SOUTH LINE OF GLENWOOD AVENUE;
THENCE NORTH 87 DEGREES 56 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF GLENWOOD AVENUE, 1094.80 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, 35.01 FEET;
THENCE NORTH 87 DEGREES 56 MINUTES 04 SECONDS EAST, 20.00 FEET;
THENCE NORTH 00 DEGREES 58 MINUTES 33 SECONDS WEST, 35.01 FEET TO A POINT ON THE SOUTH LINE OF GLENWOOD AVENUE;
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TEMPORARY CONSTRUCTION EASMENT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
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THENCE SOUTH 87 DEGREES 56 MINUTES 04 SECONDS WEST, 20.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE EXHIBIT FOR THE PURPOSES HEREIN DESCRIBED.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS.

DATE: April 24, 2026 BY: _____

ANTHONY BIANCHIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-003603

ANTHONY E. BIANCHIN
035-003603
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CRYSTAL LAKE, ILLINOIS

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2026

BAXTER & WOODMAN Consulting Engineers
8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 333-26

File ID: 333-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/04/2026

Final Action:

Title: Resolution Authorizing Execution of an Intergovernmental Agreement and an Easement Agreement between the Joliet Township High School District 204 and the City of Joliet for Installation of a Water Service Connection

Attachments: Resolution, Joliet - Joliet West IGA, Joliet West HS Easement Agreement

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Allison Swisher	Approve	6/8/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 334-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Authorizing Execution of a Subrecipient Agreement between the County of Will and the City of Joliet for Community Development Block Grant Funding for Water and Sewer System Improvements in the Southeast Joliet Sanitary District

BACKGROUND:
On February 1, 2026, the Mayor and City Council approved an Intergovernmental Agreement with Southeast Joliet Sanitary District and Will County for acquisition of the Southeast Joliet Sanitary District water and sewer system. Per the IGA, the County is to provide funding for improvements to the water and sewer system.

The Public Service Committee will review this matter.

CONCLUSION:
One of the funding sources being utilized by the County for improvements is Community Development Block Grant (CDBG) funds. A Subrecipient Agreement has been prepared which identifies the terms by which the County will provide CDBG funding to the City. The funding, in the amount of $420,000, will fund the water and sewer improvements identified below.

- Sanitary Sewer Cleaning and Televising
- Sanitary Sewer Evaluation Survey
- Water System Leak Detection, Valve Exercising, and Hydrant Inspection
- System GIS Updates
- Water Source Transfer Study/Plan
- SCADA improvements

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution, authorizing execution of a Subrecipient Agreement between the County of Will and the City of Joliet for CDBG funding for water and sewer system improvements in the Southeast Joliet Sanitary District.

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RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF A SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF WILL AND THE CITY OF JOLIET FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR WATER AND SEWER SYSTEM IMPROVEMENTS IN THE SOUTHEAST JOLIET SANITARY DISTRICT

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, there exists in the unincorporated area of the County commonly known as the Southeast Joliet Sanitary District, the need for various public improvements to the potable water system and sanitary sewer collection system, for which there is an urgent need; and

WHEREAS, the City of Joliet entered into an Intergovernmental Agreement with Southeast Joliet Sanitary District to acquire, own and operate the Southeast Joliet Sanitary District water and sewer system; and

WHEREAS, the County of Will entered into an Intergovernmental Agreement with the City of Joliet, providing $15,685,285.00 over ten years to address immediate improvements to the current system and transfer the water source from District wells to City of Joliet; and

WHEREAS, the parties have determined that a joint approach to system rehabilitation would be most beneficial to the residents of Southeast Joliet Sanitary District; and

WHEREAS, the County has committed to providing $420,000 to fund completion of the project by the City via $420,000 in Program Year 2025 CDBG capital improvement funds awarded to the City of Joliet through annual application of County CDBG funds.

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

SECTION 1: The Mayor and City Council hereby find that the recitals contained in this Resolution are true, correct and complete and are hereby incorporated into this Section by reference.

SECTION 2: The Subrecipient Agreement between the City of Joliet and County of Will is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The City Manager is authorized to execute the Subrecipient Agreement on behalf of the City of Joliet.

SECTION 4: Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 5: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 6: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____. 2026.

_____ _____

MAYOR **CITY CLERK**

VOTING YES:_____

VOTING NO:_____

NOT VOTING:_____

AGREEMENT BETWEEN WILL COUNTY, ILLINOIS

AND CITY of JOLIET

THIS AGREEMENT, entered into _____, by and between Will County, Illinois (herein called the "COUNTY") and City of Joliet (herein called "SUBRECIPIENT"):

WHEREAS, Will County has applied for and received Community Development Block Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, herein referred to as the "Act"; Public Law 93-383, governed by 24 CFR 570 and distributed by the U.S. Department of Housing and Urban Development, herein referred to as "HUD"; and

WHEREAS, the Will County Board approved the 2020–2024 Consolidated Plan and Program Year 2024 Action Plan for the CDBG/HOME/ESG Program with Resolution #24-189, and 2025-2029 Consolidated Plan and Program Year 2025 Action Plan for the CDBG/HOME/ESG Program with Resolution #25-215 authorizing the use of CDBG funds for the activities identified in the Plan; and,

WHEREAS, HUD has approved the County's Consolidated Plans and Action Plans for CDBG/HOME/ESG Programs and the use of funds for the activities identified in the Plans;

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to implement such undertaking to the CDBG Program as valid and worthwhile County purpose; and,

NOW THEREFORE, the parties agree to the following:

EXHIBITS: The following exhibits and attachments are made part of this Agreement:

Exhibit A **Scope of Services**

I. USE OF FUNDS

A. Summary of Funded Work

The SUBRECIPIENT will utilize CDBG funds for public infrastructure improvements as identified in **Exhibit A. Scope of Services/Summary of Funded Work**

B. Budget

The SUBRECIPIENT shall be reimbursed by the COUNTY using HUD CDBG and Will County Land Use funds for allowable costs, as determined by the COUNTY, in an amount not to exceed $**420,000** in HUD CDBG funding for a total amount not to exceed **$420,000**. Reimbursement is contingent upon the SUBRECIPIENT adhering to all applicable Rules and Regulations of the CDBG Program and appropriate documentation. Reimbursements will be issued according

to the approved Budget and invoicing process as outlined in **Exhibit A: Scope of Services/Budget**.

C. Timeline

The SUBRECIPIENT shall, in satisfactory and timely manner, perform the tasks necessary to conduct the funded work according to the schedule outlined in **Exhibit A. Scope of Services/Timeline.**

D. Beneficiaries

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement shall meet the Community Development Block Grant Program's National Objectives to benefit low-moderate income persons as defined in 24 CFR Part 570.208. SUBRECIPIENT will report beneficiary data as outlined in the Program Manual and report number of Beneficiaries served as outlined in **Exhibit A. Scope of Services/Beneficiaries**

E. Performance Plan

The performance of the SUBRECIPIENT will be monitored against the goals and performance standards submitted in the application and outlined in **Exhibit A. Scope of Services/Performance Plan**. Substandard performance will constitute noncompliance with this Agreement. If a course of action to correct such substandard performance is not submitted by the SUBRECIPIENT within 30 days of being notified by the Community Development Division, Agreement suspension or termination procedures will be initiated.

II. TERM OF AGREEMENT

A. Effective Date

The effective date of the Agreement between COUNTY and SUBRECIPIENT shall be February 1, 2026, costs can be incurred as of the effective date of the Agreement. The services of the SUBRECIPIENT shall be undertaken and completed as described in this Agreement.

B. Expiration

This Agreement shall terminate on June 30, 2027**.** COUNTY reserves the right to withhold the remaining balance of the CDBG Funds allocated to SUBRECIPIENT if expenses were not incurred by the Expiration date.

C. Extensions

If SUBRECIPIENT is delayed in the completion of the funded work by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to COUNTY through Euna Grant Management software and request an extension of time for completion of the work.

COUNTY shall consider SUBRECIPIENT's extension request and make a determination of an extension for completion of the funded work, in its sole

discretion, deems necessary for completion of the funded work due to the circumstances causing the delay. COUNTY shall act upon the extension request and recommendation in a timely manner and notify SUBRECIPIENT of a grant or denial of such request. If extension is not granted, COUNTY reserves the right to withhold the remaining balance of the funds allocated to SUBRECIPIENT's Program and terminate the remainder, portions of, or full Agreement, and require repayment of funds as applicable.

III. GENERAL ADMINISTRATION

A. Notices

Immediately upon execution of this Agreement, the individuals identified in **Exhibit A. Scope of Services/Notices** will represent the parties as a primary contact in all matters under this Agreement. Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and email address of the representative for such party for the purpose hereof.

B. Grant Management Personnel

Management of this funded work shall be conducted by persons identified in **Exhibit A. Scope of Services/Grant Management Personnel**. The COUNTY must be notified of any changes to key personnel within 30 days of the occurrence.

C. Program Manual

The Program Manual, provided to grant administrators of this funded work, outlines specific procedures, forms, processes, roles and responsibilities to ensure efficient and compliant grant management.

D. Eligible Costs

In consideration of the service to be performed by SUBRECIPIENT hereunder, the COUNTY shall pay up to the amount of the approved budget. Such funds shall be used only for payment of expenses eligible for coverage under the CDBG program and those outlined in the Program Manual.

Payments may be contingent upon SUBRECIPIENT's compliance with all applicable uniform administration requirements as set forth in 24 CFR 570.502 and upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified 2 CFR Part 200.

SUBRECIPIENT agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

E. Progress Reports

SUBRECIPIENT shall submit monthly progress reports to the COUNTY in the form and content as required by the COUNTY. Said program status reports shall

be submitted with the monthly request for payment according to the agreed upon schedule. A sample progress report is provided in the Program Manual.

F. Payment Procedures

The County will reimburse to SUBRECIPIENT funds available under this Agreement based upon information submitted by SUBRECIPIENT and consistent with any approved budget and the County policy concerning such payments. With the exception of any funds that the County may, in its discretion, decide to advance, payments will be made for eligible expenses actually incurred by SUBRECIPIENT, not to exceed the Agreement amount as set forth in this Agreement. Payments will be adjusted by the County in accordance with the advance of funds and program income balances available in SUBRECIPIENT's accounts. In addition, the County reserves the right to reduce funds available under this Agreement for costs incurred by the COUNTY on behalf of SUBRECIPIENT in carrying out the project.

All Payment Requests shall be submitted through Euna Grants management software. To be eligible for reimbursement under this Agreement, SUBRECIPIENT shall submit sufficient documentation to the satisfaction of the County, in its sole discretion, demonstrating that SUBRECIPIENT is legally obligated to pay the costs for which reimbursement is sought.

G. Invoicing

SUBRECIPIENT shall submit payment requests and invoices to the COUNTY in the form and content as required by the COUNTY. Invoices shall be submitted regularly and include beneficiary data. Project/program specific supporting documentation requirements for invoices are provided in the Program Manual.

Supporting Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

a. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of SUBRECIPIENT.
b. Each Payment Request submitted by the SUBRECIPIENT shall be accompanied by sufficient supporting documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County, in its sole discretion. In the event the County determines the supporting documentation submitted by the SUBRECIPIENT is insufficient to enable it to evaluate the allowability and eligibility of costs,

the SUBRECIPIENT shall furnish additional supporting documentation to the satisfaction of the County, in its sole discretion.

c. Notwithstanding anything to the contrary, SUBRECIPIENT is only entitled to reimbursements for which they have provided adequate supporting documentation. If the County determines the SUBRECIPIENT has only provided supporting documentation for a portion of the Payment Request, the County will issue reimbursement for that portion and ask SUBRECIPIENT to issue another Payment Request with supporting documentation for the remainder.

SUBRECIPIENT has up to 45 days following the expiration of the Agreement to submit invoices for costs incurred prior to the end of the Agreement term.

IV. GENERAL CONDITIONS

A. General Compliance with Federal Regulations

SUBRECIPIENT agrees to comply with all applicable requirements of Title 24 Code of Federal Regulations, Part 570 concerning CDBG funds, all applicable portions of 2 CFR Part 200, and all other federal requirements and policies issued pursuant to these regulations, including, but not limited to those set forth in this Agreement. SUBRECIPIENT shall be responsible for complying with all applicable changes or additions to the requirements currently set forth in said regulations. SUBRECIPIENT agrees to comply with all other applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, to create or establish the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent entity with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workman's Compensation Insurance as the SUBRECIPIENT is an independent entity.

C. Hold Harmless

SUBRECIPIENT shall hold harmless, defend, and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SUBRECIPIENT's performance or nonperformance of the service of the subject matter called for in this Agreement.

D. Workman's Compensation

The SUBRECIPIENT shall provide Workman's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. Insurance & Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR Part 200, Bonding and Insurance.

F. Funding Disclosure

The SUBRECIPIENT shall include on all promotional materials and shall place a sign in a prominent place at the project crediting the COUNTY and the U.S. Department of Housing and Urban Development for funding of the project including the following statement:

"Funding for this project has been provided, (in whole or in part), by the COUNTY through the use of Community Development Block Grant funds made available by the U.S. Department of Housing and Urban Development."

V. AMENDMENTS

A. Scope, Budget & Term

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of both parties and approved by either party's governing body to the extent required by state law, local charter or otherwise. In addition, the COUNTY may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts. However, if any such amendments result in a change in the funding, the scope of services, or the scheduling of services to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

All requests for Amendments that require COUNTY approval shall be executed through the County's grant management software, Euna Grants, and certified by SUBRECIPIENT's authorized representative with approval by SUBRECIPIENT's governing body to the extent required by state law, local charter or otherwise and submitted to COUNTY for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before COUNTY gives written approval through Euna Grants.

B. Program Manual

The administrators of the funded work may request to amend the Program Manual at any time to improve program delivery and administration. Amendments must be approved by the COUNTY and must be dated chronologically. Additionally, any change in procedure must be dated with a corresponding effective date.

VI. SUSPENSION OR TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. However, any partial termination of the work to be performed as set forth above may only occur with the prior approval of the COUNTY.

The COUNTY may also suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; in such event, the COUNTY may declare SUBRECIPIENT ineligible for any further participation in the COUNTY Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the COUNTY may suspend payments Agreement funds until such time as SUBRECIPIENT is found to be in compliance by the COUNTY or is otherwise adjudicated to be in compliance.

In the event of any termination, all finished or unfinished documents, data, reports, maps, models, photographs or other materials prepared by SUBRECIPIENT under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY. In the event of termination, SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. The COUNTY shall be entitled to the repayment of any payments made to SUBRECIPIENT over and above that to which it is entitled as just and equitable compensation for satisfactory work completed.

Insufficient Funds: Notwithstanding above, if any federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to SUBRECIPIENT for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to SUBRECIPIENT will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

a. **Accounting Standards**
The SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

b. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 as applicable, for all costs incurred whether charged on a direct or indirect basis.

c. Program Income

SUBRECIPIENT shall report on a monthly basis any program income, as defined at 24 CFR 570.500 (a), generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by SUBRECIPIENT shall comply with the requirements set forth in 24 CFR 570.504. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requirements for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period.

d. Indirect Costs

If indirect administrative costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit the plan to the County for approval prior to the County's payment of any such costs.

B. Documentation and Record Keeping

a. Records to Be Maintained

The SUBRECIPIENT shall maintain all records required by federal regulations as specified in 24 CFR 570.506, as they are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

i. Records providing a full description of the activity undertaken.

ii. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program, as set forth in 24 CFR 570.208; namely, benefiting low/moderate income persons, aiding in the prevention or elimination of slums or blight, and meeting community development needs having a particular urgency.

iii. Records required to determine the eligibility of activities;

iv. Records required to document the acquisition, improvements, use or disposition of any real property acquired or improved with CDBG assistance;

v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program to the extent applicable;

vi. Financial records as required by 24 CFR 570.502; and 2 CFR Part 200

vii. Other records necessary to document any required compliance with 24 CFR 570.600-570.612.

b. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under the Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after the final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. All requirements of the Local Records Commission must be met in regard to the disposal of any records. Contact the Community Development Department before disposing of any records related to this Agreement.

In the event of SUBRECIPIENT closure, all records must be returned to the COUNTY for retention.

c. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the COUNTY monitors or their designees for review upon request.

d. Disclosure

The SUBRECIPIENT understands that client information collected under this Agreement is private and protected. Per 2 CFR Part 200.303, the use or disclosure of such information, when not directly in connection with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited without the written consent of the resident involved and, in the case of a minor, that of a responsible parent/guardian, except to the extent such use or disclosure is required by applicable federal, state or local law.

e. **Property Records**

The SUBRECIPIENT shall maintain real property inventory records which clearly identify any properties purchased, improved or sold with project funds. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restriction specified in 24 CFR 570.503 (b)(8).

f. National Objectives

The SUBRECIPIENT agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: 1) benefit low/moderate income

persons; 2) aid in the prevention or elimination of slums or blight; 3) meet community development needs that have a particular urgency-as defined in 24 CFR Part 570.208.

g. Close-Outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed, as set forth in 24 CFR 570.509. Activities during this close-out period shall include, but not limited to, making final payments, disposing of program assets (including the return of all unspent cash advances and program income balances to the COUNTY), and determining the custodianship of records.

h. Asset Reversion

a. The SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. At the time of the project closeout, the County shall determine the appropriate disposition of equipment purchased with funds. The County shall permit SUBRECIPIENT to retain title to such equipment, if SUBRECIPIENT assures the County that it intends to continue the project for a period of not less than five years following closeout.

c. If SUBRECIPIENT owns property that was acquired or improved with funds in excess of $25,000 and SUBRECIPIENT subsequently disposes of or changes the use of such property within five years following project closeout, then SUBRECIPIENT shall reimburse the County in an amount that is equal to the fair market value of the real property which is current at such time of disposition or change in use, less that percentage of the value of the real property that is attributable to the investment of funds, other than grant funds, in its acquisition and/or improvement.

i. Audits

a. SUBRECIPIENT shall obtain a financial audit(s) at SUBRECIPIENT's expense. Audits shall be performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits. Audits shall include, in addition to the financial statement(s) of SUBRECIPIENT, auditor's comments regarding SUBRECIPIENT's compliance and internal controls pertaining to the expenditure of grant funds.

b. SUBRECIPIENT will be required to comply with 2 CFR Part 200.

c. SUBRECIPIENT shall submit one certified copy of each required audit report to the County no later than six months following the close of SUBRECIPIENT's fiscal year for single audits; and not later than six months following project closeout for grant audits.

C. Records Inspections

All of SUBRECIPIENT's records with respect to any matters covered by this Agreement shall be made available to the County, or its designees, or the U.S. Department of Housing and Urban Development, or its designees, at any time during normal business hours, as often as deemed necessary, in order to audit, examine, or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by SUBRECIPIENT within thirty (30) days after receipt by SUBRECIPIENT. Failure by SUBRECIPIENT to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Specifically, all rights and remedies regarding performance reviews as set forth in 24 CFR 570.900-570.913 shall be available to the County and to HUD or their designees.

D. Procurement

a. Standards of Procurement

SUBRECIPIENT shall have a Procurement Policy and procure materials and services in accordance with the requirements of 2 CFR Part 200.

b**. Travel**

SUBRECIPIENT shall obtain written approval from the COUNTY for any travel expenses charged to funds provided under this Agreement

E. Build America, Buy America.

If applicable, SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

VIII. FEDERAL CERTIFICATIONS

A. SUBRECIPIENT has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized SUBRECIPIENT as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

B. SUBRECIPIENT will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

C. SUBRECIPIENT will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et. seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

D. SUBRECIPIENT will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

E. SUBRECIPIENT will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

F. SUBRECIPIENT will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

G. SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

H. SUBRECIPIENT will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et. seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

I. SUBRECIPIENT certifies that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, SUBRECIPIENT shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying and require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

IX. FEDERAL CONDITIONS

A. The SUBRECIPIENT shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

B. The SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

C. The SUBRECIPIENT certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

D. The SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

E. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

F. The SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-16 (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

G. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion

of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

H. The SUBRECIPIENT must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

I. Exception for Charitable Organizations: At the time of execution of this Agreement, federal law, pursuant to 8 U.S.C. §1624(d), does not require a nonprofit charitable organization, as defined by PRWORA, to determine, verify, or otherwise require proof of eligibility of any applicant for such benefits.

J. Subrecipient should remain abreast of any changes in federal law or agency guidelines and must comply with federal requirements regarding the use of federal public benefits.

K. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. SUBRECIPIENT may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

X. CONTRACTING AND EMPLOYMENT STANDARDS

A. Labor Standards

The SUBRECIPIENT agrees to comply with the requirement of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contact Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement; to include, but not limited to the Will County Purchasing Ordinance. The SUBRECIPIENT, and all contractors, are subject to either federal prevailing wage (Davis-Bacon Act) or Illinois Prevailing Wage rates; whichever the higher rate is at the time of the project. The federal law that applies federal prevailing wage rates (Davis-Bacon rates) to CDBG funding is Section 110 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5310). Section 110 requires the payment of wages at rates "not less than" the local prevailing wages determined by the U.S. Secretary of Labor under the Davis-Bacon Act. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the COUNTY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the COUNTY pertaining to such agreements and with the applicable requirement of the regulations of the

U.S. Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentice and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such Contracts subject to such regulations, provision meeting the requirement of the paragraph, for such Contracts in excess of $10,000.

B. Section 3 Clause

Section 3 requires that, to the greatest extent feasible, opportunities for job training and employment be provided for low-income residents of the Section 3 area, and that contracts for work on a Section 3 covered project be awarded to business concerns located in, or substantially owned by, persons residing in that area. If a project triggers Section 3, the SUBRECIPIENT and contractor(s) must comply with all Section 3 guidelines. The COUNTY will provide the contractor with a Section 3 Policy Manual to assist with compliance.

The COUNTY will provide technical assistance to the SUBRECIPIENT and contractor(s) in implementing Section 3, as requested. Technical assistance will include an explanation of Section 3 objectives and requirements; assisting the SUBRECIPIENT and contractor(s) in identifying Section 3 covered activities, Section 3 residents and business concerns; providing the SUBRECIPIENT and contractor(s) with any necessary forms relating to Section 3 compliance; and providing any other assistance as needed.

C Conduct

a. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto, provided, however, that claims for money due or to become due to SUBRECIPIENT from the COUNTY under this Agreement may be assigned to bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

b. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title VI of the United States Code.

c. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflict of interest.

i. SUBRECIPIENT shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

ii. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds in a conflict of interest, real or apparent would be involved.

iii. SUBRECIPIENT further agrees that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the SUBRECIPIENT. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT or the COUNTY, or any designated public agencies or SUBRECIPIENTs which are receiving funds under the CDBG program.

D. Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the COUNTY prior to the execution of such subcontract.

b. Monitoring

SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in SUBRECIPIENT's monthly written report to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

E. Copyright

If this Agreement results in any materials that may be copyrighted, the COUNTY and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

F. Religious Organization

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with federal regulations specified in 24 CFR 570.200(j).

G. Drug-Free Workplace

The SUBRECIPIENT shall comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.), and, if applicable, with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

XI. ENVIRONMENTAL CONDITIONS

SUBRECIPIENT shall cooperate with the COUNTY in its responsibilities pursuant to HUD's Environmental review procedures, 24 CFR 58, as amended, and shall permit the COUNTY or its designees or employees to conduct site inspections, conduct appropriate tests, examination of applicable documents, and such other activities as the COUNTY deems appropriate in order to fulfill its responsibilities in the implementation of the policies of the national Environmental Policy Act of 1969. The COUNTY shall not make any payments contemplated under this Agreement until the environmental review process has been completed by the COUNTY in accordance with the 24 CFR Part 58, nor may any costs be incurred by the SUBRECIPIENT until completion of the Environmental Review. The SUBRECIPIENT will be notified by the COUNTY when costs may begin to be incurred through the issuance of a written Notice to Proceed.

A. Flood Disaster Protection

To the extent applicable, SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement.

B. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of structures with assistance provided under this Agreement shall be subject to HUD lead-based paint regulations 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and required that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

C. Historic Protection

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800 et seq., insofar as they apply to the performance of this Agreement.

XII. SURVIVAL OF PROVISIONS

The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or

both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date written above.

WILL COUNTY, ILLINOIS	**SUBRECIPIENT**
By: _____	By: _____
Jennifer Bertino-Tarrant	Name:
Will County Executive	Title:

Exhibit A. Scope of Services

Summary of Funded Work

Sewer Cleaning and Televising- A project will be bid to conduct sewer cleaning and televising of the entire sanitary system. This cleaning will remove any roots, grease, and debris from the sanitary sewer that are potential maintenance issues. The televising will identify any structural deficiencies in the sewer system and potential sources of inflow and infiltration.

Sanitary Sewer Evaluation Survey (SSES)- The City's collection systems consultant RJN Group that was
determined to be the most qualified in the 2014 and 2021 RFQ process, will complete a comprehensive study on Southeast Joliet's sewer system. The survey will include manhole inspections, sewer televising review, sewer smoke testing, dyed water flooding and tracing. These studies will help identify the structural defects in the system and sources of inflow and infiltration that are needed of rehabilitation.

Leak Detection, Valve Exercising, and Hydrant Inspection- The City's water inspection consultant will
complete acoustic leak detection, valve exercises, and hydrant inspection on the entire water system. The inspection will identify the water loss sources in the system. This inspection will also identify the repairs that are required in the system that can be completed by the City operations staff.

GIS Updates- The City will request a proposal from engineering consultants to survey grade map the water and sewer system. This mapping will assist with the operation and maintenance of the water and sewer system and help during the design of the improvement program.

Water Source Transfer Study/Plan- The City will consult with industry leader in water source transfer to
develop a safe plan to transfer water sources from the Southeast Joliet Sanitary District well to the City of Joliet water. This study will include water sample sampling and testing at recommended monitoring points throughout the system, harvesting pipe samples to test the scale buildup, and post transfer sampling and testing.

SCADA for Well, Tower, Lift Station, and Flow Meter Communications- Construct and install metropolitan communication cabinets.

Budget

CDBG Program Year 2025	**420,000.00**
GIS Mapping	93,388.00
SCADA for Lift Station & Sewer Meter Communications	53,951.00
Water Source Transfer Professional Services (Phase I)	61,500.00
Hydrant Testing, Valve Exercising, Leak Detection	22,162.00
Sewer Cleaning & Televising	107,780.00
SSES (smoke testing, manhole inspection, TV review)	71,195.00
Meter Insulators	10,000.00
Total	419,976.00

Timeline

CDBG Program Year 2025	Schedule to Start	Schedule to Complete
GIS Mapping	Winter 2025	Summer 2026
SCADA for Lift Station & Sewer Meter Communications	Spring 2026	Fall 2026
Water Source Transfer Professional Services (Phase I)	Summer 2026	2-3 years depending on EPAs requirements
Hydrant Testing, Valve Exercising, Leak Detection	Summer 2026	End of Summer 2026
Sewer Cleaning & Televising	Spring 2026	Summer 2026
SSES (smoke testing, manhole inspection, TV review)	Spring 2026	End of 2026
Meter Insulators	Spring 2026	End of Spring 2026

Beneficiaries

The Southeast Joliet Satellite District serves approximately 2051 people and a total of 600 accounts.

Performance Plan

This City of Joliet will update Will County on the proposed schedule and any delays in the schedule laid out below.

CDBG Program Year 2025	Schedule to Start	Schedule to Complete
GIS Mapping	Winter 2025	Summer 2026
SCADA for Lift Station & Sewer Meter Communications	Spring 2026	Fall 2026
Water Source Transfer Professional Services (Phase I)	Summer 2026	2-3 years depending on EPAs requirements
Hydrant Testing, Valve Exercising, Leak Detection	Summer 2026	End of Summer 2026
Sewer Cleaning & Televising	Spring 2026	Summer 2026
SSES (smoke testing, manhole inspection, TV review)	Spring 2026	End of 2026
Meter Insulators	Spring 2026	End of Spring 2026

Grant Management Personnel

Project Manager - person responsible for the day to day management of the grant

Name: Owen Dean
Title: Civil Engineer II
Phone: 815-724-4254
Email: odean@joliet.gov

Fiscal Coordinator - person responsible for bookkeeping and payment of bills

Name: Kevin Sing
Title: Finance Director
Phone: 815-724-3917
Email: ksing@joliet.gov

Engineer/Construction Manager - person responsible for construction management

Name: Owen Dean
Title: Civil Engineer II
Phone: 815-724-4254
Email: odean@joliet.gov

Euna administrator – person with project management access to EUNA grant management software. All payment requests, change orders, grant amendments must be submitted through Euna.

Name: Rebecca DeGroate
Title: Grant Administrator
Phone: 815-724-3906
Email: rdegroate@joliet.gov

If changes need to be made to add/change EUNA users. Please refer to the public folder in your award for a tutorial.

Other – any other person involved that is not listed above

Role: Allison Swisher
Name: Program Director
Title: Director of Public Utilities
Phone: 815-724-4222
Email: aswisher@joliet.gov

Notices

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

WILL COUNTY:
Martha Sojka, Director
Community Development Division
Will County Land Use Department
158 N. Scott Street
Joliet, Illinois 60432
Phone: 815-774-3364
Email: msojka@willcountylanduse.com

SUBRECIPIENT:
NAME: Allison Swisher
TITLE: Director of Public Utilities
AGENCY: City of Joliet
ADDRESS: 150 W. Jefferson Street, Joliet, Illinois 60432
PHONE: 815-724-4222
EMAIL: aswisher@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 334-26

File ID: 334-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/04/2026

Final Action:

Title: Resolution Authorizing Execution of a Subrecipient Agreement between the County of Will and the City of Joliet for Community Development Block Grant Funding for Water and Sewer System Improvements in the Southeast Joliet Sanitary District

Attachments: Resolution, SEJSD AGREEMENT With Exhibit A

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Allison Swisher	Approve	6/8/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 335-26 **Agenda Date:**6/16/2026

TO: Mayor and City Council

FROM: Elizabeth Coronado Abrego, Director of Human Resources

SUBJECT:
Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council, Joliet Police Supervisors Association

BACKGROUND:
After several productive negotiation sessions, the City and the Fraternal Order of Police, Labor Council, Joliet Supervisors Association have reached an agreement as to the Collective Bargaining Agreement being brought before the Council for consideration and includes the following significant terms:

- A three-year term from January 1, 2026 - December 31, 2028 with wage increases of 3.25% in 2026, 3.25% in 2027, and 3.25% in 2028;
- A new SAFE-T Act stipend, which incrementally increases to 2.75% of annual wages by the final year of the agreement;
- Expanded residency to include residency within a 50-mile radius of the intersection of Essington Rd. and Jefferson St. in Joliet;
- New or revised language on various operational issues and technical clean-up.

RECOMMENDATION:
Based on the above, it is recommended the Mayor and the City Council approve the attached Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council, Joliet Police Supervisors Association

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RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOLIET AND THE ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL, JOLIET POLICE SUPERVISORS ASSOCIATION

WHEREAS, the City of Joliet is a municipal corporation and a unit of local government within the State of Illinois (hereinafter referred to as "City"); and

WHEREAS, the City and the Illinois Fraternal Order of Police, Labor Council, Joliet Police Supervisors Association (hereinafter referred to as "Union ") have agreed to the terms and conditions of a Collective Bargaining Agreement; and

WHEREAS, said agreement shall be in effect from January 1, 2026, until December 31, 2028;

and

WHEREAS, said agreement requires City Council approval; and

WHEREAS, the City of Joliet is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the Preamble to this Resolution are true, correct and complete and hereby incorporate the Preamble by reference as if fully set forth in this Section 1.

SECTION 2: The Collective Bargaining Agreement with the Union is hereby approved. The City Manager is hereby authorized to execute said Collective Bargaining Agreement, in substantially the same form as EXHIBIT A attached hereto and incorporated herein.

SECTION 3: Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 4: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL IN THE MANNER PROVIDED BY LAW.

PASSED this day of June, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

AGREEMENT

BETWEEN

CITY OF JOLIET

AND

THE ILLINOIS FRATERNAL ORDER OF POLICE - LABOR COUNCIL,

JOLIET POLICE SUPERVISORS ASSOCIATION

JANUARY 1, 2026 – DECEMBER 31, 2028

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AGREEMENT

THIS AGREEMENT is made and entered into this __ of June 2026, by and between the City of Joliet, an Illinois municipal corporation (hereinafter referred to as the "City") and the Illinois Fraternal Order of Police Labor Council Joliet Police Supervisors Association (hereinafter referred to as the "Union).

PREAMBLE

WHEREAS, the City has endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with certain of its non-probationary employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the City and its residents;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Union mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all sworn Police Officers below the rank of Commander and above the classification of Master Patrol Officer, including Evidence Technician Supervisor (referred to herein as the "Members" or the "Employees").

Notwithstanding the foregoing, the FOP agrees that the City has no obligation to fill, promote or otherwise assign bargaining unit personnel to fill vacant positions in the rank of Captain. The parties acknowledge that the Captain position has been eliminated through attrition as incumbent Captains resigned, retired or were otherwise separated from service. By extension, the parties agree that the City can assign Captain duties and responsibilities to bargaining unit or non-bargaining unit personnel, or any combination thereof.

ARTICLE II
NON-D1SCRIMINATION

Section 2.1 Non-interference

Neither the City nor the Union shall interfere with the right a employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination for or against any such employees because of Union membership or non-membership.

Section 2.2 Non-Discrimination

In accordance with applicable law, neither the City nor the Union shall discriminate for or against any employee covered by this Agreement because a race, creed, color, national or origin,

sex or marital status. While grievances may be filed under this Section, they cannot be appealed to arbitration.

Section 2.3 Political Affiliation

No employee shall be discriminated for or against or favored by the City or the Union because of the employee's political affiliation or lack of political affiliation.

Section 2.4 Residency

All persons hired on or after August 15, 2017, as a term and condition of employment, shall reside within the corporate limits of the City of Joliet or within a 50 mile radius of the intersection of Essington Road and Jefferson Street within eighteen (18) months of initial employment and shall satisfy these residency requirements until their twentieth (20th) anniversary. Any employee covered by this paragraph who attains their 20th anniversary shall not thereafter be required to maintain these residency requirements.

All existing employees hired prior to August 15, 2017, shall be excluded from this residency requirement.

It is not intended that a patrol officer promoted to this bargaining unit will be required to satisfy the residency requirement as long he or she was not required to do so under the Patrol Agreement.

ARTICLE III
CHECKOFF OF UNION DUES

Section 3.1 Written Authorization Required

During the term of this Agreement, the City shall deduct current uniform monthly Union dues from the wages of all employees in the bargaining unit, provided that the City has received from each employee with respect to whom such deductions are to be made a written check-off authorization form.

Section 3.2 Written Termination Required

The City shall stop making deductions for Union dues beginning with the next payroll period after the employee in the bargaining unit notifies the City in writing that the employee is terminating the prior check off authorization.

Section 3.3 Payroll Deduction of Union Dues

The City agrees to make a payroll deduction each month for union dues, in the amount certified to be current by the Treasurer of the Union, from the pay of those employees. covered by this Agreement. The total amount of the union dues deductions shall be remitted along with the dues deductions as set forth in Section 3.1 above.

Section 3.4 No Deductions After Death

In the event of the death of an employee covered by the Agreement, no subsequent deduction of Union dues or fair share fee shall be made from any monies due and owing the employee, his heirs or beneficiaries.

Section 3.5 Objection on Religious Grounds

The obligation to pay union dues to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment or a fair share lee to the Union. Upon proper substantiation and collection of the entire fee. the Union will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 3.6 Indemnification

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE IV
COLLECTIVE BARGAINING REPRESENTATIVE

Section 4.1 Union Representative in Collective Bargaining with City

The City agrees that the Union shall be represented in all collective bargaining sessions scheduled between the City and the Union by its bargaining committee, the members of which shall include not more than three (3) employees who are on duty, its attorney and/or other designated representative, if so desired by the Union.

Section 4.2 Time Off Work

The City agrees that it will permit employees designated by the Union pursuant to Section 4.1 of this Agreement to leave work without loss of regular straight time hourly pay for the number of straight time hours they would have worked but for attending such collective bargaining sessions between the City and the Union, provided that such release of these employees would not interfere with the safe, orderly and efficient operations in their respective departments. The City shall have the right to determine whether an individual employee's absence would interfere with his department's operation in this manner, but such determination must be reasonable.

Section 4.3 Union Leave

The bargaining unit members shall donate ten (10) hours of paid sick leave time per year to a Bargaining Unit Compensatory Time Pool, for use by members who are selected as a delegate(s) for a specific activity for/or on behalf of the Illinois FOP Labor Council or the Fraternal

Order of Police. Requests for use of such paid leave shall not be unreasonably denied or withheld and may be extended at the option of the City Manager. Seniority shall accumulate during such leaves of absence. The Union may annually designate a donation of less than ten (10) hours. This designation must be submitted in writing to the Director of Human Resources in December, prior to the year in which the Union desires to change its annual donation, otherwise the City will deduct the amount shown above. The Bargaining Unit Compensatory Time Pool shall carryover from year to year.

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.1 General

For the purpose of the parties of this Agreement. a "grievance" shall be considered a dispute or difference of opinion between an employee or the Union and the City concerning wages, hours, and conditions of employment or application of this Agreement. The Union and the City agree that neither the City nor the Police Chief will recognize a grievance or matter of personal working conditions presented by an employee covered by this Agreement that is not in accordance with the procedures hereby established. The Union agrees that no employee covered by this Agreement shall bring any matter covered by the terms of this Agreement personally to the Police Chief, the City Administration, the Mayor or members of the City Council, but shall follow the procedure outlined below. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) working days of the event giving rise to the grievance or ten (10) days from the time the employee reasonably should have known of the event, and shall be processed as follows:

Section 5.2 Procedures for Processing a Grievance

STEP 1 Whenever an employee believes that he or she has a grievance, the employee shall report it in writing to a previously authorized and designated representative of the Union (the "Union Representative"). The Union Representative may, with or without the aggrieved employee, take up the grievance with the employee's immediate supervisor. The supervisor shall then attempt to adjust the matter and shall respond to the Union Representative in writing within five (5) working days.

***STEP* 2** If the grievance has not been settled, it shall be presented in writing by the Union Representative to the Deputy Chief of the Grievant's Division within five (5) working days the supervisor's response is due. The Division Commander shall respond to the employee or the Union Representative in writing within five (5) working days.

STEP 3 If the Police Chief or the aggrieved employee, or the Union, elect to appeal from Step 2, the grievance and appeal shall be presented in writing to the Police Chief or the Police Chief's authorized representative. The Police Chief or the authorized representative will arrange a meeting with the aggrieved employee and the Union Representative within five (5) working

days after the grievance has been filed with the Police Chief. However, if the Union Representative, the aggrieved employee or the Police Chief or the authorized representative specifically request an extension of time within the five (5) day period, an extension not to exceed an additional five (5) working days, shall be granted. At this meeting, the parties will be allowed to introduce and question persons familiar with the facts of the grievance. The Union and the employee may be represented by officers of the Union or a Union legal representative if the Union so desires. The Police Chief may call upon the Corporation Counsel or any other City personnel for assistance. In no case will the grievance meeting be extended beyond a ten (10) working day period from the date the grievance was originally filed at Step 3 with the Police Chief without the written consent of both parties. In this meeting the parties will attempt to resolve the grievance to the satisfaction of the employee, the Union and the City and the matter shall be responded to the Union in writing.

STEP 4 If an agreement is not reached at the level of Step 3, at any time within ten (10) working days after the meeting of the parties in Step 3, the aggrieved employee, the Union, the Police Chief or the Police Chiefs authorized representative may file a written request to meet with the City Manager and present their respective arguments. All previous written grievances, requests, documents, and dispositions of meetings and hearings shall be attached to the written request presented to the City Manager. The City Manager may then consider the grievance on the basis of the written documents filed with him or may call for a meeting between the aggrieved employee, the Union and the Police Chief and have further hearings on the matter if he deems this necessary. In any event, the City Manager shall render the written decision of the City in any such grievance within ten (10) working days after taken under consideration by either written documents or hearing. The City may be represented by legal counsel of its choosing. In addition. the aggrieved employee may be represented by Union legal counsel if the employee so desires.

STEP 5

a. If the grievance remains unsettled or unanswered within twenty (20) working days of the filing of the grievance with the City Manager at Step 4, the Union may file a written notice requesting binding arbitration between the Union and City.

b. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after notice has been given. If the parties are unable to agree upon an arbitrator within ten (10) business days of the City Manager being notified of the decision to refer the grievance to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who shall be members in good standing of the National Academy

of Arbitrators from the Midwest Region. Within seven (7) working days after receipt of the list from FMCS, the two parties shall alternately strike one name at a time from the list, with the party striking first being determined by a toss of the coin. The arbitrator thus selected shall decide the merits of the grievance.

c. The arbitrator shall have no authority to subtract from, or change any of the terms of the agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

d. Expenses for the arbitrator's services and the proceedings shall be equally borne by the City and the Union. including, but not limited to, the cost of providing an arbitrator a copy of the arbitration hearing transcript upon the request of the arbitrator. However, each party shall be responsible for compensating its own representatives and witnesses. The City and the Union shall equally divide the costs, if any, of having the arbitration proceedings recorded by a certified court reporter. The City and the Union shall each have an independent right to request the preparation of a written transcript of the arbitration hearing. The cost of preparing and duplicating the transcript shall be divided equally between the City and the Union, provided each party shall pay for its own copy.

Section 5.3 Representation at Meetings and Arbitration Hearings

a. No more than one person who is a police officer of the City otherwise on duty may serve as a Union Representative under Step 1 of the Grievance Procedure. No more than two persons who are police officers of the City otherwise on duty may serve as a Union Representative under Step 2 of the Grievance Procedure. No more than three police officers of the City otherwise on duty may serve as a Union Representative under Step 3, 4 or 5 of the Grievance Procedure.

b. Unless it would unreasonably interfere with the safe, orderly and efficient maintenance of City operations, a Union Representative and an individual grievant may be excused from work for the purpose of attending scheduled grievance meetings. Nothing in this Article shall prevent the City from being represented by legal counsel of its choosing or the Union from being represented by Union legal counsel.

Section 5.4 Grievances Relating to Discipline

(a) Waiver of Board of Fire and Police Commissioner Jurisdiction

If an employee elects to contest recommended discipline, the Police Chief or the Chief's designee will hold an Administrative Review meeting with the employee and the Union Representative. Upon completion of the Administrative Review, the Police Chief will issue a Final Decision as to discipline ("Final Decision"), and notify the affected employee and the Union in writing.

At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure in sub-section (b) below or through the Joliet Board of Fire and Police Commissioners (BOFPC), but not both. In order to exercise this option, an officer must execute an Election, Waiver and Release form ("Election Form") agreed to by the parties to this Agreement (attached as an Appendix). The Election Form shall be given to the employee at the time the employee is formally notified of a Final Decision. The employee shall have five business days (Monday through Friday, excluding weekends and holidays) upon receipt of the Election Form to tender the executed Election Form to the Police Chief or the Chief's designee.

If the employee selects arbitration as the method of contesting the proposed discipline, the Election Form shall constitute a grievance, which shall be deemed filed at Section 5.2, Step 5(b).

The Police Chief has the right and discretion to impose discipline immediately upon the issuance of a Final Decision, including but not limited to, suspensions of more than 5 working days and termination. In those cases where arbitration has been selected, the Union shall file with the City its notice of intent to arbitrate the grievance ("Arbitration Notice"), not more than five (5) business days following the issuance of a Final Decision. Arbitration of discipline cases will be expedited directly to the procedure described herein below, and there shall be no intervening Steps. If the Final Decision includes a suspension of more than 30 working days or termination, and the employee elected on the Election Form to have the case heard by the BOFPC, then the Police Chief shall file the appropriate charges before the Fire and Police Commission.

If an officer or the Union fails to timely file the Election Form or the Arbitration Notice, such Failure shall be deemed a waiver of the right to contest or appeal the Final Decision.

(b) <u>Expedited Discipline Arbitration</u>

(1) The parties agree to use the arbitration panel attached hereto as an Appendix. Once each calendar year, in the month of November, either or both parties may strike not more than one name from the established panel of arbitrators contained in the attached Appendix. A new, successor, arbitrator shall be named as the replacement, by mutual agreement of the parties; or, selected according to Section 5.2, STEP 5(b) of this Agreement if no agreement is reached.

(2) Arbitrators shall be assigned cases on a numerical order according to their position on the established panel list, which shall be established in alphabetical order.

(3) The City and the Union agree to comply in a timely fashion with reasonable written requests made by each other for information necessary to prepare the case for arbitration, provided such information is not privileged or otherwise protected under law from disclosure.

(4) It is the intent and desire of the parties to conduct the arbitration hearing as soon as is practicable. Time is of the essence. To that end, in no event shall the arbitration hearing be held more than sixty (60) days after the date the Labor Union files its Arbitration Notice unless none of the arbitrators on the seven-member panel are available within said sixty day period or unless the City and the Union otherwise agree in writing. If a hearing cannot be conducted within said sixty day period due solely to arbitrator unavailability, then the arbitration shall be conducted on the first date that any of the panel becomes available.

(5) In the event post-hearing briefs are to be submitted, both parties agree to submit the briefs by simultaneous exchange through the arbitrator.

(6) The arbitrator selected to hear the case shall be requested to issue a written decision within thirty (30) days of the closing arguments or receipt of the post-hearing written briefs, whichever is applicable.

(7) The arbitrator's decision shall be final and binding on all parties, provided the arbitrator's decision shall be based on the record made at the Hearing, the Collective Bargaining Agreement and applicable law. The arbitrator shall have no authority to subtract from or change any of the terms of the Collective Bargaining Agreement.

(8) The City and the Union shall equally split the cost of the arbitrator's fees and expenses. In the event a court reporter is used, the parties shall equally share in the cost of the reporter and the arbitrator's copy of the transcript. The parties shall be responsible for their own costs of a transcript of the hearing.

(9) The same arbitrator may hear more than one case at the same time, by mutual agreement of the parties.

ARTICLE VI
MANAGEMENT-LABOR MEETINGS

Section 6.1 Optional Quarterly Meetings

At the request of either the City or the Union, a quarterly management-labor relations meeting shall be scheduled to be held in January, April, July, and/or October, during the term of this Agreement.

Section 6.2 Purpose

The purpose of such meeting(s) shall be to promote and maintain a harmonious and peaceful relationship between the City and the Union. Toward this end, general problems relating to the administration of this Agreement may be discussed. In no event shall individual grievances be presented or entertained.

Section 6.3 Representatives

The City shall be represented by the City Manager or a delegate and/or the appropriate Department Head. The Union shall be represented by Union representatives, no more than three of which shall be employees of the City who would otherwise be on duty.

Section 6.4 Agenda

The party requesting such a meeting shall provide an agenda which shall state the subject(s) to be discussed in accordance with Section 6.2 of this Agreement. Such agenda shall be submitted at least ten (10) days prior to the requested meeting date.

Section 6.5 Other Meetings

Nothing in this Article shall preclude either party from requesting or agreeing to other meetings between City and Union representatives, as the parties deem such other meetings to be necessary or desirable.

ARTICLE VII
GENERAL CONDUCT AND DISCIPLINE

Section 7.1 General

As a member of the public service, a public employee shall conduct himself or herself, both on and off the job, in a manner so as to bring credit upon the Department and shall abide by all Rules and Regulations of the Police Department of the City of Joliet, the Board of Fire and Police Commissioners, the Laws of the State of Illinois and the United States of America.

Section 7.2 Non-Discrimination

The City will develop and implement a method of employee discipline which shall be directed toward maintaining a safe, orderly and efficient operation and which shall provide fair and non-discriminatory treatment for employees.

Section 7.3 Forms of Discipline

Disciplinary actions may consist of the following actions:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Section 7.4 Prior Discipline

Prior reprimands or suspensions of five days or less shall not be used to aggravate current disciplinary action, provided the prior reprimand or suspension occurred at least five (5) years prior to the act now giving rise to discipline and provided further, there has been no other discipline of any type within said five (5) year period.

ARTICLE VIII
SENIORITY

Section 8.1 Types of Seniority

Three types of seniority shall be recognized by this Agreement: City Seniority, Departmental Seniority, and Rank Seniority. To the extent that seniority is involved at all the type

of seniority applicable under any Article or Section in this Agreement shall be expressly stated in such Article(s) or Section(s).

Section 8.2 City Seniority Defined

An employee's City Seniority shall be the period of his or her most recent continuous regular full-time employment with the City without regard to interdepartmental transfers. The computation of City Seniority shall commence with the first day of employment in a regular full-time status.

Section 8.3 Departmental Seniority Defined

An employee's Departmental Seniority shall be the period of his or her most recent continuous regular full-time employment as a sworn Officer of the City of Joliet Police Department. The computation of Departmental Seniority shall commence with the first day or employment in a regular full-time status as a sworn Officer.

Section 8.4 Rank Seniority

An employee's Rank Seniority shall be the period of his or her most recent promotion to a permanent rank.

Section 8.5 City to Supply City Seniority Lists

On January 1st and July 1st of each year during the term of this Agreement, the City shall post or provide electronically a City Seniority list covering all non-probationary employees covered by this Agreement. A copy of such list should also be mailed or emailed to the President of the Union.

Section 8.6 Layoff

In the event the City shall deem it necessary to lay off employees covered by this Agreement, such employees shall be laid off in the inverse order of their Departmental Seniority.

Section 8.7 Recall

Employees in layoff status shall be recalled by the City before any new hiring and if the City determines that it is necessary to recall employees, they shall be recalled in the order of their Departmental Seniority.

ARTICLE IX
ASSIGNMENT

Section 9.1 Temporary Assignment Pay

Each employee who is temporarily required to perform the duties of a higher paying position classification for a minimum of two (2) consecutive hours or more shall receive Temporary Assignment Pay for each hour of work performed in the higher paying position

classification. Such pay shall be equal to ten percent (10%) of the employee's hourly base salary rate.

Notwithstanding the foregoing, temporary assignment pay will no longer apply to job duties and responsibilities performed by Sergeants and Lieutenants that once were performed by Captains, including but not limited to Special Events coordination, FTO/FTS program coordination, Court/Court Logs oversight, Traffic Unit oversight, payroll coordination, Special Assignment Job oversight, Neighborhood Meetings coordination, Ride Along and Job Shadowing program oversight, and Land Lord Tenant/Abatement oversight.

Section 9.2 [Intentionally Left Blank]

Section 9.3 Change in Work Hours

(a) Shift Seniority

Requests for a change in work hours for the routine Patrol Division shift operation will be granted to the employee with the most seniority in his respective rank (special relief, vacation relief and special assignments will not be considered routine shift operations). The written request shall be submitted to the Patrol Division Deputy Chief at least ten (10) days prior to the posting of the next schedule.

(b) Relief Shift

The City and the Union acknowledge that the starting times of work hours may vary during a calendar week, but may not result in a permanent relief shift that includes a combination of days, afternoons and/or midnight shifts during the same calendar week.

Section 9.4 Posting of Openings

Whenever the City desires to fill an open position in the bargaining unit due to death, retirement, termination or creation of a new position, or reassignment, notice of such opening shall be posted for five (5) working days. The Chief may fill positions temporarily, Employees wishing to apply for such positions shall do so, in writing, to the proper Deputy Chief' and/or Chief of Police.

Section 9.5 Assignment Priority

The City will allow bargaining unit employees the right to available overtime before offering Temporary Upgrade Pay to non-bargaining unit employees. The Police Chief, or the Police Chief's designee, is solely responsible for determining staffing level needs for the department. During an emergency situation the Chief has full right of assignments regardless of contractual requirements.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 10.1 Regular Workday and Workweek Defined

With the exception of those bargaining unit employees working 12 hour shifts pursuant to Appendix 5, for purposes *of* this Article, eight (8) hours shall constitute a regular workday and forty (40) hours a regular workweek; provided, however, that this statement is intended only to provide a basis for calculating overtime and does not constitute a guarantee or limitation of hours per day or per week.

Section 10.2 Overtime Rate

(a) Any time worked over eight (8) hours per workday, or forty (40) hours per workweek, will be paid for at the employee's Overtime Rate. Effective January 1, 2007, the Overtime Rate shall be the quotient of the sum of the employee's Annual Base Salary, Holiday Stipend, and SAFE-T Act Stipend divided by 2,080 hours, multiplied by a factor of 1.5

An employee shall be allowed the option of receiving compensatory time in lieu of overtime pay. Compensatory Time shall be accrued at the rate of one and one half times the time worked. An employee shall only be allowed to accrue a maximum of 480 hours Compensatory Time. Thereafter, any additional accrual of Compensatory Time shall be subject to approval by the Police Chief of his designated representative. The use of Compensatory Time must be approved by the Police Chief or the Chief's designated representative before compensatory time may be taken.

Each employee may forfeit the use of any or all accumulated Compensatory Time accrued in lieu of taking time off work without pay for disciplinary reasons up to five (5) work days. Each employee may use any or all accumulated Compensatory Time in lieu of taking time off work without pay for medical reasons after the employee has exhausted all accrued Sick Leave.

Each employee who is temporarily disabled and is expected to return to work, and who has exhausted his or her entire accrued Sick Leave balance may receive donations of accrued Compensatory Time from other employees. Such donated Compensatory Time may be used by the temporarily disabled employee in lieu of being placed on an Unpaid Disability Leave and may not exceed 240 hours.

This provision shall apply to court call overtime. Court time shall include inquests, pre-trials, liquor hearings, and all appearances arising out of the performance of the employee's duties in any court of law. It is agreed that when an off duty employee is required to be in court, the employee shall be paid as follows:

(1) If the time the employee is required to be in court is two hours or less, the officer will be paid the employee's Overtime Rate for two (2) full hours; or

(2) If the time the employee is required to be in court is more than two (2) hours but less than two and one-half (2.5) hours, the employee will be paid the employee's Overtime Rate for the amount of time the employee actually was required to be in court; or

(3) If the time the employee is required to be in court is two and one-half (2.5) hours but not more than four (4), the employee will be paid the employee's Overtime Rate for four (4) hours;

(4) If the time the employee is required to be in court is more than four (4) hours, the employee will be paid the employee's Overtime Rate for all time the employee was required to be in court.

(b) All assigned schooling and/or training on off duty time will be paid at the employee's Overtime Rate.

(c) Employees shall be paid four (4) hours at the employee's Overtime Rate if the employee left work and is called back to duty and commences working between one (1) hour after the employee's scheduled quitting time and four (4) hours before the employee's regular starting time the following day. Court time shall not be considered as call out or call back time.

(d) Employees called out other than as set forth in sub-section (c) above, or who are held over after completing their work day shall be paid for time actually worked at the employee's Overtime Rate.

(e) Unless otherwise expressly and specifically stated in this Agreement, travel time to and from an employee's residence and the location the employee is required to report for duty shall not be compensable or counted as hours actually worked for any purpose under this Agreement.

Section 10.3 Determination of Work Schedule

The work schedule determining the starting and quitting times and the days off of each employee shall be made by the Chief of Police or such other person or persons as the Chief shall designate for this purpose. Such schedules may be changed from time to time to suit varying conditions; provided, however, that indiscriminate changes deemed necessary shall be made known to the employees within five (5) working days prior to such change, except that this provision for advance notice shall not apply to situations determined by the Chief of Police or his designated representatives to be emergency situations.

Section 10.4 Posting Work Schedule

The Work Schedule for the coming work period shall be posted no later than eight (8) days prior to the starting dates of the new schedule.

ARTICLE XI
WAGES

Section 11.1 Annual Base Salary Schedules

(a) Beginning on January 1, 2026, each employee covered by this Agreement shall receive an annual base salary as outlined in Appendix 1 (fully retroactive back to 1/1/26 on all hours compensated), which represents annual across-the-board wage increases as follows:

January 1, 2026: 3.25%

January 1, 2027: 3.25%

January 1, 2028: 3.25%

(b) If another City bargaining unit (besides City stationary engineers represented by IUOE Local 399 or any successor labor organization) receives an across-the-board wage increase in calendar year 2026, 2027 or 2028 that is 0.5 percent higher in any one year than the across-the-board wage increases (3.25%) this bargaining unit will receive pursuant to this Agreement in each one of those calendar years, the Union will have the option to reopen and renegotiate the wages included in this Section 11.1 for only those years in which the across-the-board wage increase(s) are received by the other bargaining unit. The Union must invoke such a wage reopener in a written communication to the City Manager within ten (10) calendar days of the date when the City Council approves the other bargaining unit wage increases in order to trigger this reopener. The aforementioned wage reopener will not be triggered by a wage increase awarded by an interest arbitrator, nor will it apply to a wage increase that is intended to serve as a quid pro quo for a modification to employee duties, responsibilities and/or staffing levels; however, the aforementioned wage reopener will apply if it is the result of a stipulated arbitrator award. Any impasse with respect to the reopener negotiations described in this Section shall be resolved in accordance with the applicable provisions of Section 14 of the Illinois Public Labor Relations Act.

Section 11.2 Progression Through Steps

(a) Persons Appointed to Police Sergeant After January 1, 2025

Prior to January 1, 2025, all employees appointed to the position of Police Sergeant shall be classified as a Step A Sergeant for a period of four years after such appointment. Upon the completion of the fourth year of service in such classification, the employee shall be reclassified as a Step B Sergeant. Beginning on January 1, 2025, all employees appointed to the position of Police Sergeant shall be classified as a Step A Sergeant for a period of three years after such appointment. Upon the completion of the third year of service in such classification. the employee shall be reclassified as a Step 13 Sergeant.

(b) Persons Appointed to Police Lieutenant

Prior to January 1, 2025. all employees appointed to the position of Police Lieutenant shall be classified as a Step A Lieutenant for a period of two years after such appointment. Upon the completion of the second year of service in such classification, the employee shall be reclassified as a Step B Lieutenant. Beginning on January 1, 2025, all employees appointed to the position of Police Lieutenant shall be classified as a Step A Lieutenant for a period of one year after such appointment. Upon the completion of the one year of service in such classification, the employee shall be reclassified as a Step B Lieutenant.

Section 11.3 Pension and Deferred Compensation

(a) Pick-Up and Pay of Employee Pension Contribution

The City shall pick up and pay to the Joliet Police Pension Fund (the Fund), on behalf of each Employee covered by this Agreement, an amount equal to 9.91% of the salary of such Employee as shown on the salary schedule in Section 11.1 hereof and 9.91% of the Holiday Stipend specified in Section 17.2. It is understood that this pick up and payment of the Fund consists of part of or all of the amount assessed against each such Employee under the payment of salary under Paragraph 11.1. Such amounts picked up and paid to the Fund will be treated as employer contribution for income tax purposes pursuant to 25 USC §414(h). The City shall not be required by this paragraph to pick up and pay any additional amounts to the Fund.

The Union agrees that the City's pick up and payment of contributions to the Fund is solely for the purpose of making such contributions, which otherwise would be made by the Employee, nontaxable for income tax purposes and shall not be considered as reducing the salaries paid to the Employees in accordance with Section 11.1 hereof.

The Union shall hold the City harmless and indemnify the City against any and all liabilities, losses and expenses of whatever nature arising out of the City's agreement to pick up and make payments to the Fund in accordance with this Section.

(b) Deferred Compensation

Effective June 7, 2006, any employee that submits a written irrevocable letter of resignation not later than November 1 of any year for resignation within the following 92 days may direct that the City use the employee's accrued Vacation Leave, Compensatory Time and Sick Leave to fund the employee's Section 457 plan in the months of December and January in accordance with program policies and to the extent permitted by law.

The employee shall not accrue additional Vacation Time, Compensatory Time or Sick Leave following the submittal of the resignation letter if such accrual would have exceeded the applicable accrual caps had the foregoing Section 457 contributions not been made.

Section 11.4 Special Assignments

(a) The hourly rate for employees working special assignment jobs will be determined by dividing the top annual base salary of a patrol officer by 2,080; except when employees are assigned supervisory roles they shall receive an additional Eleven Dollars ($11.00) per hour.

Whenever four (4) or more police officers are to be hired for a special assignment job, at least one supervisor will receive the supervisory rate. At least one supervisor who shall receive the supervisory rate will be hired for each additional five police officers.

(b) Employees working a special assignment job shall be considered on-duty for workers' compensation and insurance purposes.

Section 11.5 Pay Computation

(a) [Intentionally Left Blank]

(b) Regular Bi-Weekly Pay

The regular bi-weekly pay is monetary compensation for regularly scheduled work performed, or for time off work and approved, paid leave of absence, and shall be: annual base salary + annual longevity pay + SAFET-T Act Stipend.

(c) Straight-Time Hourly Rate

The straight time hourly rate shall be the annual base salary divided by 2,080.

(d) Compensatory Time/Vacation Leave Buy-Out Rate

Pay for accrued but unused compensatory time and vacation leave when an employee leaves the City's service shall be based on the following hourly rate: the employee's annual base salary + holiday stipend + annual longevity pay + SAFE-T Act Stipend divided by 2,080.

(e) Forfeiture of Pay

Any forfeiture of pay shall be based on the employee's current rate of pay.

Section 11.6 Court Stipend

(a) Amount of Court Stipend

Each employee covered by this Agreement shall receive an annual Court Stipend in the amount of $2,100.

Newly-promoted Sergeants shall receive a Court Stipend pro-rated on a monthly basis. In addition, the amount of the pro-rated Court Stipend shall be reduced by the amount of the Court Stipend (or substantially similar compensation), if any, paid to the employee during that calendar year pursuant to a collective bargaining covering the rank immediately below the rank of Sergeant.

(b) Time of Payment

The Court Stipend shall be paid in conjunction with the Holiday Stipend. The Court Stipend for newly-promoted Sergeants shall be made as part of a regular payroll within thirty (30) days after the employee begins service as a Sergeant.

(c) Court Stipend is Salary Attached to Rank

The City and the Union acknowledge that the Court Stipend is considered "salary attached to rank" for the purposes of the Illinois Pension Code.

Section 11.7 SAFE-T Act Stipend

Each bargaining unit employee, regardless of position or assignment, that is subject to the requirements of the Illinois SAFE-T Act, shall receive additional compensation ("the SAFE-T Act Stipend") which shall be included in wage calculations for pension purposes. The purpose of this stipend is to compensate bargaining unit employees who are disproportionately impacted by the additional duties and responsibilities imposed by the SAFE-T Act as compared to any other rank. The SAFE-T Act Stipend shall be equal to the below percentages of the employee's base salary:

January 1, 2026: 2.5%

January 1, 2027: 2.5%

January 1, 2028: 2.75%

The SAFE-T Act Stipend shall be prorated and paid each payroll.

ARTICLE XII
MANAGEMENT LEAVE

Each employee shall be entitled to five (5) paid days of Management Leave each calendar year. In 2009, each employee shall be entitled to six (6) paid days of Management Leave each calendar year. Effective January 1, 2010, each employee shall be entitled to seven (7) paid days of Management Leave each calendar year, Management Leave shall be scheduled with the approval of the Chief of Police.

ARTICLE XIII
MILITARY LEAVE

The City will comply with all applicable federal and state military leave laws. The City can provide greater benefits but not less.

ARTICLE XIV
LONGEVITY PAY

Section 14.1 Schedule

Each employee covered by this Agreement shall receive Longevity Pay as a percentage of base salary as follows:

POSITION		15 YEARS OF CITY SENIORITY	18 YEARS OF CITY SENIORITY	20 YEARS OF CITY SENIORITY	25 YEARS OF CITY SENIORITY
Lieutenant		1.25%	1.25%	1.75%	2.25%
Sergeant		1.25%	1.25%	1.75%	2.25%

ARTICLE XV
SAFETY AND HEALTH

All parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations. Should an employee complain that his or her work for the City requires the employee to be in an unsafe or unhealthy situation, in violation of acceptable

safety rules, the matter shall be adjusted immediately by the City Manager or the City Manager's authorized representatives. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedures set forth in this Agreement. The parties to the Agreement shall establish a Joint Safety Committee consisting of representatives of the Union and the City Administration for purposes of promulgating a written safety code. All parties agree to enforce such code. Notwithstanding the provisions of this Section, the City retains the right to promulgate and enforce safety rules and regulations.

ARTICLE XVI
VACATIONS

Section 16.1 Eligibility for Vacation

Each employee covered by this Agreement will earn Vacation Leave on a monthly basis, prorated and accrued each pay period, as follows:

CITY SENIORITY	MONTHLY ACCRUAL RATE
Hire date to 9th Anniversary	6.67 Hours
9th Anniversary to 11th Anniversary	10.00 Hours
11th Anniversary to 13th Anniversary	10.67 Hours
13th Anniversary to 15th Anniversary	11.33 Hours
15th Anniversary to 17th Anniversary	12.00 Hours
18th Anniversary to 20th Anniversary	12.67 Hours
After 20th Anniversary	13.33 Hours

Section 16.2 Carry-over

Upon completing three (3) years of continuous service, an employee may be allowed to accrue vacation time not to exceed a total of seven (7) weeks. Accrued vacation time shall mean an employee's vacation time following the vacation draw in any given year.

Section 16.3 Computation

For the purpose of determining the amount of continuous service which any employee has, it shall be calculated as of the date upon which the employee's vacation shall begin in any calendar year, and in the event any employee's period of continuous service shall increase and, therefore, make the employee eligible for the next higher level vacation between the time the employee has drawn for vacation and the actual date of the vacation, the employee shall be entitled to the longer vacation but will have to draw for additional time thereafter.

Section 16.4 Vacation Pay

The vacation credit outlined in Section 16.1 shall be calculated by dividing the sum of the employee's annual salary, longevity pay and SAFE-T Stipend by 2,080 hours. Notwithstanding the calculation of vacation pay in hours, in no event shall vacations be scheduled for a period of less than one week without the Police Chief's prior approval.

Section 16.5 Vacation in Event of Termination or Extended Leave of Absence

(a) Any employee who has met all of the eligibility requirements for a paid vacation and who is laid off, discharged or resigns before taking such vacation shall receive Vacation Pay.

(b) Any employee who retires from active employment with the City and commences receiving pension benefits which accrued due to employment with the City, shall be entitled to receive either (1) time off with pay prior to the effective date of retirement, or (2) Vacation Pay after the effective date of his retirement.

Section 16.6 Vacation Scheduling

To the extent that it does not interfere with the safe, orderly and efficient operation of City Services, employees shall be permitted to select vacation period, from those available on their Department's vacation schedule, based upon their Rank Seniority. Employees who have not selected a vacation period prior to December 31 of the year prior to the year in which the vacation is scheduled to be taken, shall not be entitled to preference over less senior employees.

Section 16.7 Days of Vacation

Vacation shall be taken only on an employee's regularly scheduled workdays.

Section 16.8 Vacation Schedules to be posted

A vacation schedule showing what periods are available for taking vacations shall be available as early in each year as practicable, but in no event later than December 15 of the year prior to the year in which the vacations are scheduled to be taken.

ARTICLE XVII
HOLIDAYS

Section 17.1 General

Except as otherwise provided in this Article, holidays shall not be recognized for any purpose, including, but not limited to, earning premium pay, earning compensatory time or any other provisions formerly associated with holidays. In lieu thereof, each member shall receive a Holiday Stipend and four (4) Floating Off-Duty Days. The contractual provisions regarding holiday benefits provided pursuant to the previous collective bargaining agreement are attached hereto for historical purposes only as Appendix 4.

However, bargaining unit employees shall receive 1.5 times their regular hourly rate (and not compensatory time) for all hours worked during a regularly scheduled shift that starts on the following holidays: 4th of July, Thanksgiving Day, Christmas Day, New Year's Eve, New Year’s Day, Memorial Day, and Labor Day. If an employee works any overtime on the holidays listed above, they shall be paid at double time (2 times their regular hourly rate) for the overtime hours worked.

Section 17.2 Holiday Stipend

(a) Each employee covered by this Agreement shall receive a Holiday Stipend as set forth in Appendix 1 (based on the receipt of 12 paid holidays by all City employees).

The Holiday Stipend shall be treated as part of "salary attached to rank" for pension purposes and the City and the member shall make pension contributions in connection with the stipend in accordance with Section 11.3 of this Agreement and as required by the Illinois Pension Code. The Holiday Stipend shall be paid on a separate check in January of each year.

Notwithstanding the foregoing, if the City Council adds a new holiday to the total number of holidays enjoyed by the City workforce, the above-described Holiday Stipends will be increased for each year in which a new holiday is added by a proportionate amount that equates to the new holiday(s). For example, if one new paid holiday is added in 2027, the Step A Police Sergeant's Holiday Stipend will increase by $522.98 (1/12 of $6,275.77) for a new Holiday Stipend of $6,798.75.

Section 17.3 Pro-ration of Holiday Stipend

(a) Members entering the bargaining unit after January 1st in any year shall receive a pro-rated Holiday Stipend based upon the number of months worked in the calendar year of entry. Work in any month shall be treated as a complete month worked for the purpose of calculating a prorated Holiday Stipend. The City may also take a credit against the Holiday Stipend paid to persons entering the bargaining unit after January 1st, stipends or similar payments made in lieu of holidays, such as Holiday Stipends paid to members of the Illinois Fraternal Order of Police Labor Council - Joliet Patrol Officers.

(b) Persons entering the bargaining unit after January 1st of any year shall also receive a prorated holiday stipend. The method of pro-ration shall be to deduct from the sum of twelve and one-half (12/4) the total number of holidays earned while a member of the Joliet Police Union FOP Labor Council - Patrol Officers which have already elapsed during that calendar year. From said calculated sum there shall then be deducted the number of floating off-duty days the entering member will receive in the year of entry as provided in Section 17.4 of this Agreement. The remaining sum shall then be multiplied by eight (8) and then by the member's straight time hourly rate. The resulting product shall be the amount of the prorated Holiday Stipend.

(c) In the event an entering member does not receive holiday leave pursuant to the Joliet Police Union FOP Labor Council - Patrol Officers working agreement, but instead receives a stipend, paid leave in lieu of holiday leave or some combination thereof, then the City may prorate the Holiday Stipend provided pursuant to Section 17.2 and the floating off duty days given pursuant to Section 17.4 so that the total benefits received by the entering employee in that calendar year do not exceed the benefits accorded a non-entering member of the same rank and step.

Section 17.4 Floating Off-Duty

Members shall receive four paid (4) Floating Off-Duty Days each calendar year. The scheduling of such days shall be with the approval of the Police Chief or the Deputy Police Chief in accordance with existing procedures used for the scheduling of compensatory time off.

Approval may be withheld for a particular request if granting the request would create the need to fill the vacancy with an overtime assignment. Floating Off-Duty Days not used during the calendar year in which they were earned will be lost. However, any Floating Off-Duty Days that cannot be used by a member in the calendar year in which they were earned because a scheduling request was disapproved by the Chief or the Deputy Chief may carry over to the following calendar year The process of scheduling Floating Off-Duty Days shall not interfere with or diminish the existing practice used by a member to schedule "special consideration" days.

Each new member entering the bargaining unit before July 1st of the year shall receive four (4) paid floating off duty days in the calendar year in which he or she entered the bargaining unit. New members entering the bargaining unit after July 1st shall receive two (2) paid floating off duty days in such calendar year.

ARTICLE XVIII
SICK LEAVE

Section 18.1 Accrual

Each full-time employee shall accrue twelve (12) hours of Sick Leave per month of continuous service, prorated and accrued each pay period. Each employee who is absent from work on Sick Leave sixteen (16) workdays or more during any calendar month shall not accrue Sick Leave for that month. There shall be no maximum limit placed on the accrual of Sick Leave.

Section 18.2 Usage

Sick Leave may be used for medical appointments, illness or injury incurred off-duty, or related on-duty, matters for which Workers' Compensation or Occupational Disease Acts' provisions do not apply. Additionally, an employee shall be allowed to use Sick Leave for absences due to illness, injury, medical appointments, or personal care (as defined in the Illinois Employee Sick Leave Act, 820 ILCS 191) of the employee's immediate family. For purposes of this section, "immediate family" of the employee shall include spouse, domestic partner, parents, child, sibling, grandparents, grandchildren, step-parents, step-children, in-laws, legal guardian, or other persons currently resident in the immediate household.

An employee who is ill or injured shall be entitled to deplete his or her entire accrued Sick Leave prior to being required by the City to apply for disability pension, or to be otherwise separated from active City service. One (1) hour of Sick Leave credit shall be deducted for each working hour missed by an employee for sick leave outlined above if the employee is to continue receiving full pay during such absences.

Section 18.3 Reporting

An employee who becomes unable to work due to illness shall notify his or her supervisor as soon as possible. A physician's statement may be required of an employee before sick leave pay is given. However, in all cases where five (5) consecutive duty days are missed, as the result of illness or injury, a physician's statement shall be required before Sick Leave pay is given. Such statements shall become part of the employee's personnel record, and may be used to determine, from time to time, whether or not an employee is able to continue the performance of assigned

duties and responsibilities, specified in the employee's job classification/description. Sick Leave is a privilege, which can only be authorized by the Department Head, the City Manager or their designated representatives.

Section 18.4 Line of Duty Illness or Injury

In cases of line of duty illness or injury, the City shall pay the difference between the employee's normal wages and any payments received by the employee from a public employee pension fund. Workers' Compensation or Occupational Disease Acts provision, for a period of six (6) months. Time lost as pertains to this Section shall not be deducted from the employee's accrued Sick Leave, except in cases beyond twelve (12) months, when an employee desires to continue receiving such pay differential, it shall be deducted at the rate of one (1) hour for each three (3) working hours the employee is absent due to such status.

In the event this leave exceeds six (6) months, then the remaining leave shall be subject to the terms of the *Public Employee Disability Act (5 IL*CS 345/1). Nothing in this Section is intended to diminish the benefits of the *Public Employee Disability Act.*

Section 18.5 Independent Medical Examination

The City or its appropriate insurance carrier acting as designated agent for the City, shall have the right to request a separate medical evaluation and/or opinion, from a specialist if necessary, concerning the status of an employee's ability to return to duty, when incapacitated in accordance with this Article. If the evaluations and/or opinions of the employee and the City's physicians are contradictory and/or inconclusive, the City shall have the right to request a third, separate medical evaluation and/or opinion from a physician who shall be an appropriate specialist, but not in practice with either physicians rendering the previous evaluations and/or opinions. Such evaluations and/or opinions may be required monthly by the City, while the employee is in such status. The City and/or its agent shall bear any and all costs of second and/or subsequent medical evaluations and or opinions.

Section 18.6 Sick Leave Buyout Upon Retirement

Any employee who shall retire from the City and who shall qualify for receiving a regular pension. based upon a minimum of twenty (20) years service shall be entitled to a lump sum payment equal to forty percent (40%) of his accumulated but unused Sick Leave credit, up to a maximum of 1,012 hours or a total of 405 hours factored by the hourly wage. For the purpose of this section the hourly wage shall be calculated by dividing the sum of the employee's annual base salary, holiday stipend, and longevity pay by 2,080 hours.

Section 18.7 Pastime or Sick Leave Accrual

Sick Leave accumulation shall be made available to each department monthly, revealing the amount of Sick Leave accumulated by each employee. Department heads shall post this information in a central location or advise the Union that it is available for review.

Section 18.8 Sick Leave Buyout Upon Death

Dependent survivors of a deceased employee shall be eligible to receive a lump sum payment equal to forty percent (40%) of' the employee's accumulated but unused Sick Leave credit, up to a maximum 1,012 hours, factored by the employee's hourly wage. if.

(a) The death was not in the line of Duty. but the employee was vested for retirement benefits. according to the Police Pension Board: or

(b) The death occurred in the line of duty. regardless of the employee's service length.

Section 18.9 Conversion to Personal Leave

Employees may draw a maximum of three (3) Personal Leave days each calendar year, two of which shall be deducted from accrued but unused Sick Leave. Personal Leave does not accumulate, nor may it be carried over from year to year. Personal Leave may be taken at the employee's discretion, subject to:

(a) Notification of intent to take such leave by the employees at least twenty-four (24) hours in advance and:

(b) Approval by the Police Chief or his designated representative. Such approval shall only be withheld for operational reasons.

Section 18.10 Joint Committee

The City and the Union agree to establish a Joint Committee to study and make recommendations regarding patterns of Sick Leave usage. The Joint Committee shall identify average and above average usage and shall consider incentives to encourage less Sick Leave usage. The Union and the Police Chief shall each appoint three members to the Joint Committee. The Joint Committee shall report its findings and recommendations to the membership of the Union and the City Manager.

ARTICLE XIX
FAMILY DEATH LEAVE

A maximum of four (4) days leave with pay. dependent on funeral arrangements and travel requirements. may be granted to an employee of the Police Department in the event of a death in the immediate family. The immediate family will include only:

(a) Spouse, children and spouses of children;

(b) Parents of both employees and spouse;

(c) Stepparents and foster parents of employees and spouse;

(d) Brothers and sisters of employee and spouse;

(e) Grandchildren and grandparents of employee and spouse;

ARTICLE XX
UNIFORMS AND PROTECTIVE CLOTHING

Section 20.1 Provided by the City

The City agrees to furnish the initial issue of any uniform, protective clothing or corrective device, which the City requires any employee to wear.

Section 20.2 Union Cooperation

The Union agrees that it will cooperate with the City in obtaining compliance by all employees covered by this Agreement with City requirements that such uniforms, protective clothing and protective devices be worn.

Section 20.3 Replacement

The City agrees to replace any uniform, protective clothing or protective device, which is worn or damaged beyond repair while on duty. The employee shall turn in the worn or damaged item. The employee must reimburse the City for the cost of items issued him or her pursuant to Section 20.1 and which the employee loses, damages or negligently allows to be stolen.

Section 20.4 Plainclothes Allowance

Annual Plainclothes Clothing Allowance of Seven Hundred Fifty Dollars ($750.00) shall be provided by the City to officers designated by the Chief or Police. This allowance shall be prorated based on the total number of days the member was in a plainclothes assignment during the previous twelve months (December 1st through November 30th).

Section 20.5 Duty Weapon and Ammunition

The City shall issue a duty weapon to each employee. Duty weapons issued by the City shall be paid for and owned by the City. The City shall also provide each employee with ammunition for range practice.

Section 20.6 Body Armor

(a) The City shall provide each employee with personal body armor approved by the City. The body armor will be the property of the City and part of the employee's issued equipment. Personal body armor will be maintained and replaced in accordance with the recommendation of the body armor manufacturer.

(b) A joint committee consisting of one representative from the Union, one representative from FOP, the Police Chief and another designee of the Chief will be formed to establish criteria for approved body armor.

(c) Any member of the Union assigned to field duty will be required to wear body armor, unless otherwise authorized by the Police Chief or the Police Chief’s designee.

ARTICLE XXI
TRAINING LEAVE

Employees may be granted leave with pay and expenses to attend professional meetings, training institutes and conferences at the discretion of the City Manager.

ARTICLE XXII
EMERGENCY LEAVE

Section 22.1 Emergency Leave Provision

If a serious or unexpected emergency occurs to an employee's spouse or children, or a member of the immediate family in the employee's household, or emergency to the employee's domicile, the employee may request to be relieved from his duty while the emergency exists, while request will not be unreasonably denied.

Section 22.2 Extension

The employee must make arraignments to enable the employee to return to duty on the employee's next duty day. If the emergency continues beyond the duty day when the said emergency occurred, the employee must receive prior consent from the Police Chief or Officers in charge of the department in the absence of the Police Chief to continue Emergency Leave Status. Any additional time shall be deducted from any such member's accrued leave, as the member indicates. i.e. back time or Compensatory Time, Sick Leave, Vacation Leave, etc.

ARTICLE XXIII
SPECIAL UNPAID LEAVE

A leave of absence without pay for a period not to exceed thirty (30) calendar days may be granted to an employee on showing good cause and with the approval of both the Police Chief and the City Manager. The employee shall not accumulate Seniority, Sick Leave, Vacation Leave or any other benefits during the leave. If the employee desires to remain enrolled in the City insurance programs and contribute towards the employee's pension, the employee must make arrangements to pay the necessary insurance premiums to the City and/or pay the required employee pension contribution attributable to the period of absence.

ARTICLE XXIV
IN-SERVICE TRAINING

Section 24.1 General

The City agrees that it will attempt to provide opportunities for in-service training with the objective of furthering the qualifications of employees. The Union agrees that it shall be the responsibility of employees to participate in such training programs. The City reserves the right to limit the number of employees who might be involved at any one time in in-service training.

Section 24.2 Compensation

The City agrees to compensate an employee covered by this Agreement who is required by the City to attend such courses or schooling during hours when the employee would not otherwise be at work. Compensation shall be at one and one half (1.5) times their regular straight time rate of pay. Employees who are required to attend such courses, or schooling more than twenty (20) miles from the Joliet Municipal Building, paid at the rate of time and one-half while traveling if travel time occurs after an employee's regularly scheduled eight (8) hour day.

Section 24.3 Mileage

Mileage expenses shall be reimbursed at the rate established and approved by the City Council at the time such expenses were incurred.

Section 24.4 [Intentionally Left Blank]

Section 24.5 Reimbursement Assistance

The City shall reimburse employees for the expenses of books and tuition incurred as the result of voluntary participation in academic, educational, training and, or vocational coursework provided that:

(a) The coursework is directly related to the employee's professional development as a police officer and/or police administrator.

(b) The coursework is approved in advance by the Chief of Police, City Manager or their designated representative. The employee obtains a minimum evaluation of "C" or its equivalent (pass) for each course for which reimbursement is sought and approved.

(c) The expenses incurred are properly documented by voucher or other supporting documents.

(d) The expenses are not reimbursable through other sources available to the employee, e.g., federal and or state veteran's benefits. etc.

(e) That the coursework is part of a school's program, approved by the City. leading to an Associate's, Bachelor's or Master's degree.

(f) That the employee has been admitted to the school, with a prescribed course of studies leading to an associate, bachelor's or master's degree.

(g) The maximum tuition reimbursement shall be $705.00 per undergraduate credit hour, and $710.00 per graduate credit hour. Items eligible for reimbursement shall be limited to tuition and mandatory fees, which are incidental to approved course work. The City shall reimburse all employees for the full expense of books and fees.

(h) If an employee voluntarily leaves the service of the City within 24 months of completing coursework for which the City has made reimbursement, the employee shall repay the

City the full amount of the reimbursements made by the City in the 24 months preceding the employee's separation. This repayment may be deducted by the City from separating employees' final paycheck.

ARTICLE XXV
EXTRA EMPLOYMENT

The City shall not infringe upon the right of a Union member to engage in employment not associated with his present position, provided that such employment is not illegal and does not expressly hamper the employee from properly performing his duties. The Police Chief reserves the right to decide which employment may be compatible.

ARTICLE XXVI
MANAGEMENT RIGHTS

Section 26.1 General

Except as specifically limited to the express provisions of this Agreement, the City retains exclusively the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: To plan, direct, control and determine all the operations and services of the City; to determine the methods, means, organization, and number of personnel of which such operations and services shall be performed, to change or eliminate existing productivity standards, methods, materials. employment and facilities and/or to introduce new or improved ones; to determine whether goods or services shall be made, performed, or purchased; to determine what services and operations shall be performed by the City or whether they shall otherwise be serviced, operated or performed, and to determine their nature; to establish, schedule and change the hours of work; to assign work and overtime work: to select and hire employees and assign them to work as needed; to promote, demote, transfer, suspend, discipline and discharge employees for proper cause (probationary employees without cause); to make and enforce work rules; and to lay off and to relieve employees from duty because of lack of work or other reasons.

Section 26.2 Administration

It is recognized that the City has the right to manage its operations and direct its employees as in its judgment it deems is proper, unless restricted by the language of this Agreement.

ARTICLE XXVII
GROUP INSURANCE PROGRAM

The parties agree that healthcare shall remain status quo for all Employees, Retirees, Retiree Spouses and family coverage under the current Group Health Insurance Benefits Plan and shall remain unchanged through December 31, 2030. Healthcare shall be considered a permissive subject of bargaining until December 31, 2030. Therefore, the City understands that if it should request bargaining prior to December 31, 2030, and the Union declines to discuss this Article, the City shall not be entitled to any further rights to seek modification of this Article.

The only exception to the above paragraph is that if the Cadillac Tax (aka excise tax) under the Affordable Care Act, as amended, is imposed. The Agreement shall be reopened if the City is penalized under such tax. The parties agree that only the financial consequences of the tax will be addressed.

Section 27.1 Health Insurance Plan for Active Employees (*See* Chart in Appendix 6)

(a) Group Health Insurance Benefits for Active Employees

The City shall provide group health insurance benefits for each permanent, full-time employee covered by this Agreement, and their dependents, in accordance with the Plan Document ("Plan") currently on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein. A summary of the key health insurance benefits to be provided by the City to eligible active employees is as follows:

INSURANCE CHART TO REMAIN THE SAME FROM THE PREDECESSOR CBA[1]

(b) City Group Term Life Insurance Benefits for Active Employees

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each active full-time employee, but not their dependents, with a death benefit of $50,000, payable as directed by the covered employee. This benefit shall terminate upon the employee's separation from active status.

Those employees who are retired or disabled as of the effective date of this Agreement shall not receive the revised death benefit provided above but shall continue to receive the $12,500.00 death benefit provided under the terms of the predecessor collective bargaining agreement in effect immediately prior to this Agreement.

Those employees on active status as of the effective date of this Agreement who retire on or before December 31, 2013 may make a one-time election prior to their retirement to continue to receive the $12,500 death benefit provided under the terms of the predecessor collective bargaining agreement in effect immediately prior to this Agreement (which death benefit will survive the termination of this Agreement) or the revised $50,000 death benefit provided under this Agreement.

(c) Group Long Term Disability Benefits for Active Employees

In addition, the City shall provide, at no charge to the employee, group long term disability insurance for each active full-time employee.

(d) Working, Spouses and Dependents of Active Employees

[1] The insurance chart from the predecessor CBA remains the same except for the 3,000,000 lifetime max benefit, which is removed in accordance with Federal law. The parties agree and understand that this was not the result of any negotiation process, but rather a requirement to comply with the legal provisions of Federal Law.

(1) Primary Coverage Limited

In the event the spouse or a dependent of an active employee enrolled in the City's group health insurance plan is employed on a non-part-time basis (defined as 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available, provided the spouse or dependent has enrolled with his or her employer for primary coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(2) Waiver Premium Credit

In the event the employer of the employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling $1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active employee with a credit against premiums due the City in the amount that the third party employer premiums exceed $1,300 per year. The City may make or modify this election during each annual open enrollment period or at the time the City is informed by the employee that the employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.

(3) Duty of Employee to Notify City of Status of Spouse or Dependent

The City shall provide an annual open enrollment process in which the employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(4) Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(5) Coordination of Benefits-Dependent Children of Divorced or Separated Parents

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

(e) Employee Election to Opt Out of Plan

An active employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

An employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be $100 per pay period. The amount of the Opt Out Incentive for employees having family coverage shall be $200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular pay roll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts. The City may withhold income taxes from the Opt Out Incentive.

An employee who elects to opt out shall not be eligible for City group health insurance benefits alter the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Department of Human Resources that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the City, or that is enrolled on the City's Plan in his or her own right as a City retiree or disabled person, is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the City's Plan on a primary, secondary or other basis. An Employee having a spouse that is also employed by the City shall be required to pay the monthly premium on an individual or family basis as the employee may designate (unless both the Employee and the Employee's spouse elect to opt out as provided

above). In addition, if such an employee and his or her City-employed spouse enroll for family coverage, then the City shall provide coverage to the employee, the spouse and their respective dependents on a primary and secondary basis for Hospital Benefits and Physician Benefits (but not Dental Benefits or Supplemental Vision Benefits).

Section 27.2 Health Benefit Plan for Separating Employees (Retirees) (*See* Chart in Appendix 7)

The City shall provide group health insurance benefits for each separating employee covered by this Agreement who, at the time of separation, has a minimum of twenty (20) years of service as a full time City of Joliet police officer. Eligible separating employees shall be entitled to receive Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits, but not Dental Benefits or Vision Benefits, in accordance with the Plan Document currently in effect, except as may be otherwise expressly set forth herein. The City shall bear the costs of these benefits for the separating employee. The separating employee shall bear the costs of these benefits, i.e. pay the monthly premium charges, for eligible dependents.

A summary of the key health insurance benefits to be provided by the City to eligible separating employees is as follows:

INSURANCE CHART TO REMAIN THE SAME FROM THE PREDECESSOR CBA

The parties acknowledge that there currently is pending in the Illinois Appellate Court the case of Marconi et al. v. City of Joliet, No. 3-11-0865. This case involves a claim brought by four individual retirees which asserts that the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, as originally implemented on January 1, 2010, violate their rights under Article XIII, Section 5 of the Illinois Constitution.

The City and the Union agree that under the terms of this Agreement, and all predecessor collective bargaining agreements, the City is authorized to require the payment of a premium for retiree dependent coverage based on the full cost of such coverage. The parties further acknowledge that under the terms of this Agreement that the City has agreed to not fully exercise this authority as to those retirees that pay the annual deductible, prescription drug co-payments and certain other retiree obligations required by this Section. Therefore, in the event one or more of the plaintiffs in the Marconi case, or any other retiree, does not pay the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, then, as to such persons only, the City may fully exercise its contractual authority and may increase the premium charged for coverage of the dependents or the retirees in an amount not to exceed, in total, the full cost of such coverage.

Section 27.3 Health Benefit Plan for Disabled Employees

(a) Permanent Partial Disability

The City shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position that the former employee held at the time of separation, to continue to receive the following group insurance benefits.

(1) Hospital Benefits, Physician Benefits and Prescription Drug Benefits, including eligible dependents

The City shall bear the cost of these benefits for permanent partially disabled employee. The permanent partially disabled employee shall bear cost or these benefits, i.e., pay the monthly premium charges, for eligible dependents.

(2) Group Term Life Insurance in the amount of $12,500 at the City's expense, if such coverage is in effect as of the effective date of this Agreement.

(b) Permanent Total Disability

The City of Joliet shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to work in any occupation for which the employee may qualify, to continue to receive the following group insurance benefits.

1. Hospital Benefits, Physician Benefits and Prescription Drug Benefits, including eligible dependents.

2. Dental Benefits, including eligible dependents;

3. Group term life insurance in the amount of $12,500, if such coverage is in effect as of the effective date of this Agreement.

The City shall bear the cost of these benefits for the permanent totally disabled employee and the employee's eligible dependents.

Section 27.4 Health Benefits Plan for Surviving Spouse

The City shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group health insurance benefits, provided these individuals pay the monthly premium charge for this coverage to the City. This coverage shall cease upon remarriage of the employee's spouse.

In the event that the deceased employee is killed in the Line of Duty, the surviving spouse and eligible dependents of such employee shall be provided with the group health insurance benefits provided to active employees and the costs of such benefits shall be paid by the City.

Section 27.5 Plan Coverage

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provisions of the Plan Documents currently on file in the Office of the City Clerk. Each covered employee shall receive a booklet describing the coverages provided pursuant to this Article.

Section 27.6 Health Care Committee

The Union shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members of the City Administration. This committee shall meet periodically during the term of this contract, in order to determine and establish the most cost beneficial health care Program to both the City and its employees.

Section 27.7 Other Benefits

(a) Annual Health Care Stipend

Each employee and dependents are eligible to receive reimbursement up to a maximum of $200.00 per calendar year for treatment or services rendered for eye care, or the $200.00 reimbursement may be used by the employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of $200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit; Plan, shall be forfeited if the employee uses the $200.00 allowance for eye care or a qualifying physical fitness program.

(b) Funeral Expenses

The surviving spouse of an officer killed in the line of duty, or such other person previously designated by the employee in an instrument filed with the City, shall be reimbursed up to $10,000.00 for funeral expenses upon presentation of receipts and/or invoices.

(c) Annual Physical Examination

Effective January 1,2007, in addition to the benefit provided in Section 27.7(a), at the request of an employee the City shall pay for one general physical examination of the employee by a medical professional each calendar year. The medical professional, and the time, location and scope of the examination, shall be determined by the City.

(d) Titer Test

Effective June 7, 2006, the City shall pay for a Titer Test requested by an employee. The medical professional, and the time, location and scope of the Titer Test, shall be determined by the City. The City shall not unreasonably delay or deny the administration of a Titer Test requested by an employee.

(e) Supplemental Accident Benefit Repealed

The $300 Supplemental Accident Coverage benefit is repealed effective October 1, 2009.

(f) Enhanced Vision Benefit

Effective January 1, 2010, in addition to any other benefit provide under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with a annual

benefit limit of $150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.

Section 27.8 Section 125 Plan

The Employer shall establish a Section 125 plan, which will enable employees to tax shelter qualified, unreimbursed medical, dental and childcare/dependent care expenses.

ARTICLE XXVIII
EFFECTIVE STATUS, TERM AND LEGALITY CLAUSES

Section 28.1

This agreement supersedes and cancels all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining, except as provided for in the grievance procedure for its term.

Section 28.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 28.3

It is agreed by the parties that all of the terms and conditions of the Agreement shall be effective upon execution except as otherwise provided in this Agreement and shall be considered to have been in full force and effect that date henceforth.

Section 28.4

This Agreement shall be in effect from January 1, 2026, through December 31, 2028, and shall continue thereafter in full force and effect from year to year unless terminated either by agreement of the parties or by written notice given no later than one hundred-twenty (120) days prior to the next anniversary date thereof. This notice shall be delivered to the office of the City Manager, or to the President of the Union, either personally or by certified mail.

ARTICLE XXIX
NO STRIKE-NO LOCK OUT

Section 29.1

It is agreed that during the term of this Agreement, neither the Union, its officers or agents or any employee covered by this Agreement will instigate, promote or engage in any strike, stoppage of work or interfere with City operations.

Section 29.2

The City agrees not to lock out any employee covered by this Agreement during the term of the Agreement.

ARTICLE XXX
PRESERVATION OF WORKERS' COMPENSATION BENEFITS

Employees shall continue to be entitled to file and have their claims for workers compensation benefits heard and determined as provided by the Illinois Worker's Compensation Act, 820 ILCS 305/1, *et seq.*

ARTICLE XXXI
DRUG AND ALCOHOL ABUSE PREVENTION POLICY

Section 31.1 General Policy Regarding Drugs and Alcohol

In the interests of employing police officers who are fully fit and capable of enforcing the laws, and for the safety and well-being of employees, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by command officers of the Joliet Police Department. Contained herein is the policy and program of the City of Joliet and the Joliet Police Department, as specifically applied to members of the City of Joliet Police Department.

The Police Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to enforce the law. For these reasons, the abuse of prescribed drugs, and abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department employees is strictly prohibited on or off duty. Violation of these policies shall result in disciplinary action up to and including discharge.

Section 31.2 Definitions

(a) *"Drugs"* shall mean any controlled substance listed in the Controlled Substance Act, 720 ILCS 570/102, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

A listing of drugs covered by this Policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

(b) *"Impairment"* due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

(c) *"Positive Test Results"* shall mean a positive result on both GC/MS and on the split sample if such test is elected by the employee or the Union. If the initial test is positive, but the second test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the employer shall bear the burden of proof of establishing that concentrations less than .04 indicate the employee is impaired in violation of this Article.

(d) The term *"drug abuse"* includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a lethally prescribed drug that results in impairment while on duty.

(e) The *"City*" shall include the Police Chief, or the City Manager or their respective designees.

Section 31.3 Prohibition of Drugs In The Work Place

The concealment, transportation, promotion, sale, purchase, possession or use of the following items or substances by employees of the Police Department is strictly prohibited while on duty or during working hours, including lunch hour, and in the work place at any time except in accordance with duty requirements:

a. Drugs or controlled substances covered by this Policy as defined in Section 2(a) of this Article.

b. Alcoholic beverages.

c. Drug paraphernalia.

d. Over the counter drugs. and legally obtained pharmaceuticals to the extent that they mentally impair the employee.

Violations of these prohibitions shall result in disciplinary action up to and including discharge.

Employees subject to recall to work overtime or unscheduled hours or less than eight hours notice shall not be subject to discipline for any impairment due to alcohol or legal drugs, provided, they notify their superior of their condition provided that an employee expressly notified to stand by to be immediately available for recall to work shall be restricted during the stand by period from imbibing alcohol or taking legal drugs that may impair performance.

Section 31.4 Administration Tests

(a) Informing Employees Regarding Policy

All present employees shall be supplied a copy of this Policy on Drug and Alcohol Screening and the City will meet with employees to explain the Policy. Union representatives shall be afforded the opportunity to be present to explain the Union's role in regard to the Policy. New members of the bargaining unit will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of their orientation.

(b) Reasonable Suspicion Testing

When there is a reasonable suspicion to believe that an employee uses illegal drug or is physically or mentally impaired due to being under the influence of alcohol, the use of illegal drugs or the abuse of prescription drugs, the Chief shall have the right to order an employee to report for drug or alcohol testing.

Reasonable suspicion is a suspicion based upon specific objective facts and reasonable inferences drawn from those facts. The facts for determining reasonable suspicion shall be based upon the following:

(1) Observable phenomena, such as direct observation of use and or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled drugs; or

(2) Information provided by an identifiable third party, which is independently investigated by the Chief or his designees to determine [where feasible] the reliability or validity of the allegation. Information from anonymous sources alone shall be insufficient grounds to order a test.

(c) There shall be no random testing or testing not based on reasonable suspicion of employees except as specifically provided for by this Article.

(d) Accidents/Injuries

When an employee is involved in an on-the-job accident or injury, a superior officer shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the employee's appearance and behavior and shall promptly report his findings to the Police Chief or his designee. Drug or alcohol testing may be required where there is reasonable suspicion that an

error or mistake due to drug or alcohol use by the employee caused the accident or injury or where there is reasonable suspicion that an employee's alcohol or drug use may have contributed to the incident. The failure of a superior to report findings of reasonable suspicion shall be cause for discipline.

(e) Arrest or Indictment

When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Police Chief may require drug/alcohol screening or induction into an Employee Assistance Program, whichever is applicable.

(f) Status of Employee Following Order For Testing

When testing is ordered, the employee will be removed from duty and placed on administrative leave with pay or non-emergency duty within the Police Department pending the receipt of results.

(g) Return To Duty Testing

An employee who tests positive may not return to duty until the employee passes a drug test administered under this part and the medical review officer has determined the employee may return to duty.

Section 31.5 Random Drug Testing

In addition to the random testing provided for by Section 31.9(a) of this Agreement, members of the bargaining unit may be subject to random drug testing ordered by the Chief. The Chief will be permitted to have four (4) random drawings per year with a maximum of 15% of total bargaining unit membership tested per drawing. No employee shall be subject to more than three (3) random tests per calendar year. The random drug tests shall be conducted as follows:

(a) The selection of the date on which employees are to be tested each year shall proceed as follows. The assigned permanent number of all bargaining unit members shall be placed in a container and the Chief shall blindly select 15% of the bargaining unit members. The officers selected shall be tested as described.

(b) In addition, all employees newly appointed to the position of Sergeant shall be subject to one test not based upon reasonable suspicion at a time during their first 12 months of employment determined by the Chief.

Section 31.6 Testing Procedures

The test procedures outlined in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the Department of Health and Human Services. Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the C.F.R. effective 12-1-89. In the event there is any conflict between the procedures set forth in this Section and the NIDA Standards, the NIDA Standards shall control.

The Police Chief will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated NIDA-certified laboratory:

(a) General Procedures

(1) Employees covered by a collective bargaining agreement are entitled to Union representation; a Union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not delay the process for more than one (1) hour.

(2) *Collection Sites.* Collection services will be provided at a medical facility specified by the Police Chief

(3) *Chain-of-Custody*. In all cases, strict chain-of-custody procedures shall be followed.

(4) *Scheduling*

(a) "For cause" collection of specimens for testing will not require an appointment, but the individual must be accompanied by a superior who will present identification. In most cases, the lab will be notified by phone of a collection request "on the way".

(b) If collection is done at an Emergency Room site, the City will notify the lab on the next business day. At the Hospital, the superior will present identification and notice that this is a lab client.

(5) *Collection Procedure*

(a) Client identity will be verified by driver's license or by a superior in the absence of a picture I.D. Verification will be done by the doctor or nurse.

(b) Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.

(c) Consent form will be signed by client and witnessed.

(d) The specimen will be obtained as follows:

At the lab site, the collection will be unwitnessed, the employee shall wash his or her hands thoroughly, including under and around the fingernails; and shall be accompanied to the bathroom door. The employee will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.

At an Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse of the same gender will accompany the client to the bathroom and will be physically present when the specimen is produced.

(e) Blood alcohol specimen will be obtained by a nurse. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.

(f) Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.

(g) The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.

(h) Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.

(i) "For cause" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of a client, as well as to provide a third party observation and assessment of the individual.

(j) In connection with its testing program the lab shall engage the services of a medical review officer experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation or the positive reading.

(6) *Regulatory Process* is the NIDA-certified laboratory that will be utilized for all Drug/Alcohol screening processing. The laboratory shall apply the cutoff levels recognized by NIDA.

In addition. the laboratory shall:

(a) Samples shall be retained of all positive specimens in accordance with NIDA standards.

(b) Use for alcohol (ethyl) a blood alcohol content (BAC) level of .04 grams per 100 cubic centimeters.

(7) *Review of Drug Testing Results*

(a) *MRO Appointment.* The City shall designate or appoint a Medical Review Officer (MRO). The MRO must be a licensed physician with knowledge of drug abuse disorders.

(b) *MRO Duties.* The MRO shall perform the following functions:

(1) Review the results of drug testing before they are reported to the City.

(2) Review and interpret each confirmed positive test result from employees as follows, to determine if there is an alternative medical explanation for the confirmed positive test result;

(i) Conduct a medical interview with the individual tested.
(ii) Review the individual's medical history and any relevant biomedical factors.
(iii) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication.
(iv) If necessary, require that the original specimen be re-analyzed to determine the accuracy of the reported test result.

(3) Determine whether and when an employee did not pass a drug test administered under procedures provided in this order may be returned to duty.

(4) If requested, assist in determining a schedule of unannounced testing, in consultation with the City, for an employee who has returned to duty.

(5) Ensure that an employee has been drug tested in accordance with the procedure provided in this Policy before the employee returns to duty.

(c) MRO Determinations

The following rules govern MRO determinations:

(1) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed, positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

(2) If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the illegal or unauthorized use of a drug, the MRO shall refer the individual tested to an employee assistance program, and to the Police Chief for further proceedings.

(3) Based on a review, of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action

(b) Independent Testing

When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of-custody process required by this Section (i.e. NIDA- certified lab and NIDA chain-of-custody procedures). If such independent test yields a negative test result, a portion of the original specimen shall be submitted to a different NIDA certified lab for a third test following the same chain-of-custody procedure required by this Section. The third test result shall determine whether the test is positive. The City shall bear the costs of any third test.

(c) Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Police Chief and such other officials as may be designated by the Police Chief on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of Employee Assistance Program and investigation or disciplinary action. To the extent permitted by law, test results will be disclosed to the designated representative of the Union upon request so that it can meet its representation and administrative responsibilities as the exclusive bargaining agent, if the employee refuses to give copies to the Union. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law.

Any member whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to collective bargaining or the administration of grievances. The foregoing shall not be construed to limit the City's ability to compile and distribute generalized reports summarizing the results or data gathered from the administration of tests authorized by this agreement.

Section 31.7 Voluntary Request For Assistance and Employee Assistance Program

There shall be established an Employee Assistance Program (EAP) whose functions shall be to aid in resolving employee drug and alcohol problems, providing counseling and assistance to employees who self-refer or treatment or whose drug test results are positive, and monitoring employee progress through treatment and rehabilitation.

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. There shall be no adverse employment action taken against an employee who voluntarily seeks assistance solely for having done so, provided however if an employee tests positive under §31.4 or §31.5 of this agreement disciplinary action shall be administered as provided under §31.9. When voluntary assistance is requested under this Policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential.

Records relating to an employee's request for assistance or participation in or documents related to such referral that come into the City's possession shall not be disclosed to parties outside the City after the employee is separated from the City, without the employee's consent unless required to do so by law or in defense of a legal action initiated by the employee.

Section 31.8 Specific Responsibilities

Without limiting the Chief's general management authority, specific orders to submit to a drug test shall be conducted according to the following procedures:

(a) The Police Chief or his/her designee will:

(1) Identify those employees where a drug/alcohol screen is required.

(2) When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking lawful drugs.

(a) If the preliminary investigation reveals that the drugs have been legally prescribed and are being properly consumed according to prescription directions, no further investigation will ensue.

(b) In all other instance, a formal disciplinary action will ensue when the test results disclose positive indicators and or evidence of drug/alcohol usage by the member.

(b) The Police Chief or his designee shall notify employees in writing of the date and time of a drug/alcohol screen. Employees so notified shall be allowed a reasonable time not to exceed one hour to consult with a Union representative or counsel prior to administration of the screen and at the time of any questioning.

(c) The employee subject to a drug alcohol screen will:

(1) Report on a date and time determined by the Department.

(2) Furnish documentation relating to the use of any prescribed drugs, i.e., prescription bottle with prescription number, prescribing physician's statements etc.

(3) Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physicians.

(4) Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.

(5) Have in his/her possession his/her departmental identification card.

(d) Any employee who is taking legal medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report, in writing, such fact and the nature of the illness or condition requiring the medication to the Chief or his designee. Such information will be treated on a confidential basis.

Section 31.9 Disciplinary Actions For Violation Of Policy

(a) Disciplinary Action For Confirmed Positive Test Results For Alcohol Or Legal Drugs

(1) First Positive

The first confirmed positive test result subject to the employee accepting the herein specified conditions, shall be cause for a disciplinary suspension for a period at the Chief's discretion from seven (7) to thirty (30) calendar work days, which penalty shall not be subject to the grievance procedure or appeal to Fire and Police Commission. As a condition for the reduced penalty of suspension, the employee must agree to the following conditions: (1) the employee shall be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee shall be required to cooperate in the treatment plan, undergo unannounced periodic random drug and or alcohol screening, for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure of the employee to accept or comply with these conditions of continued employment shall be cause for discharge and the penalty shall not be subject to the grievance procedure.

(2) Second Positive During Treatment

If an employee has a first confirmed positive test under the previous Paragraph A and enters a treatment program, and thereafter the employee has a subsequent confirmed positive test result obtained during the first six months of the period while the employee is in treatment, as a result of unannounced periodic or reasonable suspicion drug and/or alcohol screening, the employee shall

receive a minimum suspension of 30 work days and shall be required to continue in treatment and comply with the other conditions of treatment (including an additional 12 month period of periodic unannounced or random drug or alcohol screening) set forth in the preceding paragraph, which penalty shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure or appeal to the Fire and Police Commission. Any confirmed positive test thereafter, either periodic, unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

(3) Second Positive Not During Treatment

An employee who has a first confirmed positive test under Paragraph A of this Section 31.9(a) and who has a second confirmed positive test while not in treatment shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement or appeal to the Board of Fire and Police Commissioners.

(b) Employment Status

There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (re-determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated sick leave or take an unpaid leave pending treatment.

(c) Disciplinary Action For Test Results For the Use of Illegal Drugs

Employees who test positive for the use of illegal drugs or who otherwise violate the prohibitions of Section 31.3 relating to such drugs shall be subject to discharge or other discipline in accordance with Article VII of this Agreement.

In accordance with §15 (b) and (c) of the IPLRA, 5 ILCS 315/15(b)(c), in the event of any conflict between this procedure and any City ordinance or Fire and Police Commission rule, the provisions of this agreement shall take precedence.

(d) Disciplinary Action For Refused To Submit To Testing

An employee who refuses to comply with an order to submit to drug or alcohol test (random or reasonable suspicion) shall be subject to discharge for insubordination, but such penalty may be avoided, if after a period of reconsideration which shall not exceed one hour from the time of the order to take the test, the employee agrees to comply with the order and to submit to the test.

The foregoing option shall apply on the first instance of refusal. Any employee who refuses to comply with such an order on a second occasion shall be discharged and the penalty shall not be subject to the grievance procedure or appeal to the Board of Fire and Police Commissioners.

(e) No Limitation As To Related Misconduct

This Article shall in no way limit discipline for other offenses arising out of related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent or severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Police Department life, limb or property).

ARTICLE XXXII
PROMOTIONAL PROCESS

Section 32.1 Contractua1 Agreement

Except as may be specifically provided in this Agreement, the procedures for promotions shall be in accordance with the promotional rules adopted by the Board of Fire and Police Commissioners and in effect as of the effective date of this Agreement, as amended. If such rules are amended during the term of this Agreement, the City agrees to bargain in good faith with the Union concerning such amendments of the Rules and Regulations of the Board of Fire and Police Commissioners relating to promotions to Police Lieutenant and any other rank hereafter created by the City which would be covered by this bargaining unit and which constitute mandatory subjects of bargaining.

The City shall not be required to negotiate with the Union concerning procedures for promotions to the rank of Police Sergeant.

Section 32.2 Police Lieutenant

The computation of grade for this promotional appointment shall consist of a weighted grade based upon 60% written examination, 15% seniority and 25% oral technical examination. The oral examination shall precede the written examination. In determining the eligibility register, only the final grade for this promotional appointment shall be considered in arriving at the relative ranking of individuals on an eligibility register. A promotional applicant must achieve a minimum 70% on the written examination and a minimum combined score of 70% on the written examination and the oral examination to be considered eligible for promotional appointment. The final grade shall be determined and comprised of the total weighted scores for the written and oral examinations and seniority.

Section 32.3 Police Captain

The City has no obligation to fill through promotion or assignment any Captain vacancies that may occur on or after January 1, 2020. The parties acknowledge that the rank of Captain has been eliminated through attrition as Captains retired, resigned or were terminated on or after January 1, 2020.

Section 32.4 Rule of One

The Board of Fire and Police Commissioners shall certify and maintain a list of eligible candidates for promotion, by classification and rank, of persons having passed the promotional examinations. Promotional appointments shall be made from the list of eligible candidates in the order of the ranking of the candidates on the eligibility list ("Rule of One"). However, the Board shall be authorized to pass over the highest ranked candidates under the following circumstances:

When it is established that just cause exists that prevents the highest ranked candidate from performing his or her responsibilities if promoted. In such event, the next highest ranked candidate shall be promoted. The Board shall be authorized to make a determination whether just cause exists for not promoting the highest ranked candidate. The Board shall base its decision upon commonly accepted precedent as to what establishes just cause. If the Board receives evidence that just cause to pass over a candidate may exist, then the Board shall notify the candidate of such evidence and afford the candidate an opportunity to be fairly and impartially heard and to offer any rebuttal evidence. The Board, in making its determination, shall also be authorized to review all personnel files of the candidate, may request information from the Chief of Police and may request a background investigation to be conducted by the Police Department or any other investigatory agency it may choose. The Board's finding of just cause for denying promotion shall be subject to the grievance procedure contained in this Agreement; however, if a grievance is filed, the grievance shall proceed directly to arbitration and shall not be reviewable at the steps preceding arbitration.

Section 32.5 Conflict with Rules of Fire and Police Board

This Agreement shall prevail and take precedence over any Rule of the Police and Fire Board of Commissioners that is in direct conflict herewith.

Section 32.6 Police Sergeant

The Union acknowledges that the procedures for promotions to the rank of Police Sergeant may be a mandatory subject of bargaining between the City and the Union. Nevertheless, the Union hereby waives any right it may have to negotiate with the City concerning the procedures for promotion to the rank of Police Sergeant and covenants with the City that it shall not commence any action or proceeding against the City seeking to compel such negotiations or to be made whole in the event the City fails or refuses to bargain with the Union over said subject or if the City elects to negotiate over said subject with the bargaining representative of Joliet police officers below the rank of Police Sergeant.

Section 32.7 Deputy Chief

The Union agrees that the rank and position of Deputy Chief shall hereafter remain an exempt position appointed by the City Manager. The Union further agrees not to seek the elimination of the rank of Deputy Chief or the inclusion of the position within a Union.

The City and the Union agree that vacancies in the position of Deputy Chief will be filled from persons holding the rank of Sergeant, Lieutenant or any intervening rank/position created in-

between a Lieutenant and Police Chief within the Joliet Police Department. Any intervening rank shall be filled from a person holding the rank of Sergeant or Lieutenant.

Section 32.8 New Ranks

If a new rank is created between the Lieutenant and Deputy Chief ranks, vacancies in the new rank will be filled by internal candidates from the Sergeant and/or Lieutenant rank.

IN WITNESS WHEREOF, THE CITY OF JOLIET AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL-JOLIET POLICE SUPERVISORS ASSOCIATION HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DATE HEREIN BELOW SET FORTH.

CITY OF JOLIET, *a municipal* corporation	ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL- JOLIET POLICE SUPERVISORS ASSOCIATION
By: _____	By: _____
Date:_____	Date:_____

ATTEST: _____

Base Salary	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
2026										
Lieutenant	$153,552.69	$153,552.69	$158,159.27	$158,159.27	$158,159.27	$160,660.67	$160,660.67	$165,480.49	$165,480.49	$165,480.49
Sergeant	$139,677.75	$139,677.75	$143,868.08	$143,868.08	$143,868.08	$146,449.16	$146,449.16	$150,842.64	$150,842.64	$150,842.64
2027										
Lieutenant	$158,543.15	$158,543.15	$163,299.45	$163,299.45	$163,299.45	$165,882.14	$165,882.14	$170,858.60	$170,858.60	$170,858.60
Sergeant	$144,217.27	$144,217.27	$148,543.79	$148,543.79	$148,543.79	$151,208.76	$151,208.76	$155,745.03	$155,745.03	$155,745.03
2028										
Lieutenant	$163,695.80	$163,695.80	$168,606.68	$168,606.68	$168,606.68	$171,273.31	$171,273.31	$176,411.51	$176,411.51	$176,411.51
Sergeant	$148,904.33	$148,904.33	$153,371.46	$153,371.46	$153,371.46	$156,123.04	$156,123.04	$160,806.74	$160,806.74	$160,806.74

Longevity	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
% of Wage Schedule		1.25%	1.25%	1.75%	2.25%		1.25%	1.25%	1.75%	2.25%
2026										
Lieutenant		$1,919.41	$1,976.99	$2,767.79	$3,558.58		$2,008.26	$2,068.51	$2,895.91	$3,723.31
Sergeant		$1,745.97	$1,798.35	$2,517.69	$3,237.03		$1,830.61	$1,885.53	$2,639.75	$3,393.96
2027										
Lieutenant		$1,981.79	$2,041.24	$2,857.74	$3,674.24		$2,073.53	$2,135.73	$2,990.03	$3,844.32
Sergeant		$1,802.72	$1,856.80	$2,599.52	$3,342.24		$1,890.11	$1,946.81	$2,725.54	$3,504.26
2028										
Lieutenant		$2,046.20	$2,107.58	$2,950.62	$3,793.65		$2,140.92	$2,205.14	$3,087.20	$3,969.26
Sergeant		$1,861.30	$1,917.14	$2,684.00	$3,450.86		$1,951.54	$2,010.08	$2,814.12	$3,618.15

Holiday Stipend	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
2026										
Lieutenant	$6,078.22	$6,078.22	$6,260.57	$6,260.57	$6,260.57	$6,361.29	$6,361.29	$6,552.14	$6,552.14	$6,552.14
Sergeant	$5,529.92	$5,529.92	$5,695.82	$5,695.82	$5,695.82	$5,796.27	$5,796.27	$5,970.16	$5,970.16	$5,970.16
2027										
Lieutenant	$6,275.77	$6,275.77	$6,464.04	$6,464.04	$6,464.04	$6,568.04	$6,568.04	$6,765.09	$6,765.09	$6,765.09
Sergeant	$5,709.64	$5,709.64	$5,880.93	$5,880.93	$5,880.93	$5,984.65	$5,984.65	$6,164.19	$6,164.19	$6,164.19
2028										
Lieutenant	$6,479.73	$6,479.73	$6,674.12	$6,674.12	$6,674.12	$6,781.50	$6,781.50	$6,984.95	$6,984.95	$6,984.95
Sergeant	$5,895.20	$5,895.20	$6,072.06	$6,072.06	$6,072.06	$6,179.15	$6,179.15	$6,364.53	$6,364.53	$6,364.53

Safe-T Act Stipend	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
2026 2.50% of Base Salary										
Lieutenant	$3,838.82	$3,838.82	$3,953.98	$3,953.98	$3,953.98	$4,016.52	$4,016.52	$4,137.01	$4,137.01	$4,137.01
Sergeant	$3,491.94	$3,491.94	$3,596.70	$3,596.70	$3,596.70	$3,661.23	$3,661.23	$3,771.07	$3,771.07	$3,771.07
2027 2.50% of Base Salary										
Lieutenant	$3,963.58	$3,963.58	$4,082.49	$4,082.49	$4,082.49	$4,147.05	$4,147.05	$4,271.47	$4,271.47	$4,271.47
Sergeant	$3,605.43	$3,605.43	$3,713.59	$3,713.59	$3,713.59	$3,780.22	$3,780.22	$3,893.63	$3,893.63	$3,893.63
2028 2.75% of Base Salary										
Lieutenant	$4,501.63	$4,501.63	$4,636.68	$4,636.68	$4,636.68	$4,710.02	$4,710.02	$4,851.32	$4,851.32	$4,851.32
Sergeant	$4,094.87	$4,094.87	$4,217.72	$4,217.72	$4,217.72	$4,293.38	$4,293.38	$4,422.19	$4,422.19	$4,422.19

Section 11.5(b) Regular Bi-Weekly Pay

2026	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
Lieutenant	$6,053.52	$6,127.34	$6,311.16	$6,341.58	$6,371.99	$6,333.74	$6,410.98	$6,603.31	$6,635.13	$6,666.95
Sergeant	$5,506.53	$5,573.68	$5,740.89	$5,768.56	$5,796.22	$5,773.48	$5,843.88	$6,019.20	$6,048.21	$6,077.22
2027										
Lieutenant	$6,250.26	$6,326.48	$6,516.28	$6,547.68	$6,579.08	$6,539.58	$6,619.34	$6,817.92	$6,850.77	$6,883.63
Sergeant	$5,685.49	$5,754.82	$5,927.47	$5,956.03	$5,984.60	$5,961.11	$6,033.81	$6,214.83	$6,244.78	$6,274.73
2028										
Lieutenant	$6,469.13	$6,547.83	$6,744.27	$6,776.69	$6,809.12	$6,768.59	$6,850.93	$7,056.46	$7,090.39	$7,124.31
Sergeant	$5,884.58	$5,956.17	$6,134.86	$6,164.35	$6,193.85	$6,169.86	$6,244.92	$6,432.27	$6,463.19	$6,494.12

Calculation: Base salary + longevity+ safe-t act stipend divided by 26 pay periods

Section 11.5(c) Straight Time Hourly Rate

2026	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
Lieutenant	$73.82	$73.82	$76.04	$76.04	$76.04	$77.24	$77.24	$79.56	$79.56	$79.56
Sergeant	$67.15	$67.15	$69.17	$69.17	$69.17	$70.41	$70.41	$72.52	$72.52	$72.52
2027										
Lieutenant	$76.22	$76.22	$78.51	$78.51	$78.51	$79.75	$79.75	$82.14	$82.14	$82.14
Sergeant	$69.34	$69.34	$71.42	$71.42	$71.42	$72.70	$72.70	$74.88	$74.88	$74.88
2028										
Lieutenant	$78.70	$78.70	$81.06	$81.06	$81.06	$82.34	$82.34	$84.81	$84.81	$84.81
Sergeant	$71.59	$71.59	$73.74	$73.74	$73.74	$75.06	$75.06	$77.31	$77.31	$77.31

Calculation: Base salary divided by 2080

Section 11.5(d) Compensatory Time/Vacation Leave Buy-Out Rate

2026	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
Lieutenant	$78.59	$79.51	$81.90	$82.28	$82.66	$82.23	$83.20	$85.69	$86.09	$86.49
Sergeant	$71.49	$72.33	$74.50	$74.85	$75.19	$74.96	$75.84	$78.11	$78.47	$78.84
2027										
Lieutenant	$81.15	$82.10	$84.56	$84.95	$85.35	$84.90	$85.90	$88.48	$88.89	$89.30
Sergeant	$73.81	$74.68	$76.92	$77.28	$77.63	$77.39	$78.30	$80.65	$81.02	$81.40
2028										
Lieutenant	$83.98	$84.96	$87.51	$87.92	$88.32	$87.87	$88.90	$91.56	$91.99	$92.41
Sergeant	$76.39	$77.29	$79.60	$79.97	$80.34	$80.09	$81.03	$83.46	$83.85	$84.24

Calculation: Base salary + holiday stipend + longevity+ safe-t act stipend divided by 2080

Overtime Rate Section 10.2

2026	Step A< 15	Step A 15 years	Step A 18 yrs	Step A 20 Years	Step A 25 Years	Step B < 15 years	Step B 15 years	Step B 18 years	Step B 20 years	Step B 25 Years
Lieutenant	$117.89	$117.89	$121.42	$121.42	$121.42	$123.35	$123.35	$127.05	$127.05	$127.05
Sergeant	$107.24	$107.24	$110.45	$110.45	$110.45	$112.43	$112.43	$115.81	$115.81	$115.81
2027										
Lieutenant	$121.72	$121.72	$125.37	$125.37	$125.37	$127.35	$127.35	$131.17	$131.17	$131.17
Sergeant	$110.72	$110.72	$114.04	$114.04	$114.04	$116.09	$116.09	$119.57	$119.57	$119.57
2028										
Lieutenant	$125.97	$125.97	$129.75	$129.75	$129.75	$131.80	$131.80	$135.76	$135.76	$135.76
Sergeant	$114.59	$114.59	$118.02	$118.02	$118.02	$120.14	$120.14	$123.75	$123.75	$123.75

Calculation: Base salary + holiday stipend + safe-t act stipend divided by 2080 times 1.5

APPENDIX 2

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO D1SCIPUNE SUBJECT TO THE JURISDICTION OF THE JOLIET BOARD OF FIRE AND POLICE COMMISSIONERS

I, _____ , (Star No._____), being subject to discipline by the City of Joliet Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the City of Joliet, Illinois, and the Illinois FOP Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for In any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 et seq., as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the City of Joliet and the Illinois FOP Labor Council. Furthermore I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Joliet Police Department. [By selecting the grievance process alternative, I acknowledge my understanding that the City has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.]

By election to file a grievance over my suspension or discharge, I hereby release the City of Joliet, the Joliet Board of Fire and Police Commissioners and the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20_____.

_____

Subscribed and sworn to before me
this ____ day of _____, 20__.

_____
Notary Public, Illinois

My commission expires _____

ELECTION, WAIVER AND RELEASE
TO HAVE A HEARING BEFORE THE JOLIET BOARD
OF FIRE AND POLICE COMMISSIONERS WITH REGARD TO DISCIPLINE

I, _____, (Star No._____), being subject to discipline by the City of Joliet Police Department (Including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing before the City of Joliet's Board of Fire and Police Commission. In doing so, I waive and right to file and/or pursue a grievance under the collective bargaining agreement over that discipline.

I acknowledge that charges will be filed requesting my suspension without pay or termination with the Joliet Board of Fire and Police Commissioners.

By election to have a hearing before the Joliet Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the City of Joliet, the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20_____.

_____

Subscribed and sworn to before me
this ____ day of _____, 20__.

_____
Notary Public, Illinois

My commission expires _____

APPENDIX 3

AGREEMENT PERMANENT PANEL OF ARBITRATORS

The following persons, listed in alphabetical order only and in no order of preference or priority, shall constitute the agreed permanent panel of discipline grievance arbitrators:

Ed Benn

Steven Briggs

Peter Meyers

Steven Bierig

Margo Newman

Robert Perkovich

Thomas F. Gibbons

Either party may remove a name from the permanent panel by serving written notice thereof on the other party, provided the removal shall not apply to pending discipline cases in which the Chief has issued a Final Decision as set forth in this Agreement.

APPENDIX 4

ARTICLE XVII
HOLIDAYS

Section 17.1 Holidays Recognized.

For the purpose of this Agreement, the City shall recognize the following holidays:

New Year's Day
Martin Luther King Jr. Birthday
Presidents Day
Good Friday
Decoration Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
General Election Day (Members of Ill. House of Rep.)
Christmas Day

Section 17.2 Holidays Failing on an Employee's Scheduled Day of Rest or During Vacation.

In the event that any holiday recognized by the City in this Agreement shall fall on an employee's scheduled day of rest or during his vacation, the employee shall be entitled to an additional day off.

Section 17.3 Holiday Pay.

Members who work on a holiday shall be paid at their daily rate, plus their hourly holiday rate for all time worked. An employee shall be allowed the option of receiving compensatory time in lieu of the holiday pay. Any time worked over eight (8) hours on a holiday shall be paid at the rate of two and a half limes an employee's hourly holiday rate.

Section 17.4 Holiday Time Off.

An employee working a holiday may be released from duty by the Chief or his designated representative, and such employee shall be paid the daily rate for the holiday. This provision is subject to manpower needs as determined by the City.

APPENDIX 5

12 Hours Shifts

This is an agreement amending the contract between the City of Joliet Police Department, the Fraternal Order of Police Supervisors Association (FOPSA), creating, 12-hour work-day shifts for 24/7 employees, specifically Lieutenants and Sergeants of the Operations Division.

All other Supervisors not currently assigned to a Patrol Shift will remain unaffected by this Memorandum.

The following issues are understood by both parties as follows:

- Patrol Division Supervisors shall operate under a 12-hour work-day schedule.
- The 12-hour shift rotates days-off on a two week cycle, 3 days on, 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and then repeats itself.
- Days worked the first week are days off the second week of this schedule.
- On a 12-hour shift, members would work 84 hours in a 2-week period; or 7 work days every two weeks; 14 work days in a 4-week period.
- On the 12-hour shift members will work an extra 104 hours over their required schedule. 8.6 12-hour days (8-12 hour days, and 8 hours) is owed back to each member on this shift, this will be known as duty reduction time. It is agreed that each will schedule these extra days during their vacation draw. Each shift, days "A" and "B" and nights "A" and "B" will draw their vacations off of their respective shifts. No more than 2 Sergeants and 1 Lieutenants may be off on vacation or duty reduction days at a time.
- Minimum staffing will be 3 Sergeants and 1 Lieutenant for the day shift and four Sergeants and 1 Lieutenant for the nightshift.
- A workday will be considered 12 hours. Anytime worked past 12 hours in a 24 hour period will be compensated at 1.5 times the regular hourly rate of pay.
- Patrol Division Supervisors using accrued time (Compensatory, Vacation, Sick, and Personal) during the trial will be assessed 12 hours. All leave and suspension time will be accrued or deducted in hours, not days. The only exception will be funeral leave which will remain in days not hours.
- Management leave days for Supervisors working the 12 hour shift will be reduced from 7 days to 4 days.
- Any training at the Joliet Police Department or within an hour's drive time of Joliet will report back to the Watch Commander upon his/her return for assignment. Any

training outside of the hour's drive time will be considered drive time and will not have to report back to work.

- Regular Bi-Weekly payroll, the salary schedule, stipends and other compensation are not affected by this memorandum.

- Both parties understand that some unforeseen issues, occurrences, and or oversights may develop from time to time. Both parties agree to meet and discuss these in a timely and reasonable manner if and when they occur.

- Both parties can terminate this Appendix with 30 day advance written notice to the other and revert back to the previous schedule, assignments, and rotations.

2,186 hours/12 hours =182 work days
182-365= 183 days off
183 days off + 8.75 Duty Reduction Days = 191.75 days off per year

APPENDIX 6

SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE FULL-TIME EMPLOYEES	
General Provisions	
Item	**Benefit**
Lifetime Maximum for all Benefits	$3,000,000
Individual Premium	$50 payroll deduction per pay period ($1,300 per benefit period) (effective 1/1/2010)
Family Premium	$50 payroll deduction per pay period ($1,300 per benefit period) (effective 1/1/2010)
Individual Deductible Participating Provider Non-Participating	 $250 per benefit period (effective 1/1/2010) $500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	 $500 per benefit period ($250/person, not to exceed $500 for entire family) (effective 1/1/2010) $1,000 per benefit period ($500/person, not to exceed $1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 $1,000 per benefit period $3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 $3,000 per benefit period $9,000 per benefit period

Hospital Benefits	
Item	***Benefit***
Inpatient Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge
Physician Benefits	
Item	***Benefit***
Surgical Covered Services Participating Provider Non-Participating	 100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	 80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
Prescription Drug Program Benefits	
Item	***Employee Copayment***
Generic Drugs	$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	$15 per prescription
Brand Name Drugs (for which there is a generic available)	$35 per prescription
Home Delivery Prescription Drug Program (90-day supply)	
Generic Drugs	$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	$28 per prescription
Brand Name Drugs (for which there is a generic available)	$68 per prescription
Dental Benefits	
Item	***Benefit***
Deductible	$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	$1,000
Passive PPO Plan	Same benefits and limits as above

APPENDIX 7

SUMMARY OF HEALTH INSURANCE BENEFITS FOR SEPARATING FULL-TIME EMPLOYEES	
General Provisions	
Item	**Benefit**
Lifetime Maximum for all Benefits	$3,000,000
Premium	$0-$59.10 for the separating employee based on years of service, $118.20 per month for a spouse under 65, $59.10 per month for a spouse over 65 (on Medicare) and $217.68 per month for family coverage
Individual Deductible Participating Provider Non-Participating	 $250 per benefit period (effective 1/1/2010) $500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	 $500 per benefit period ($250/person, not to exceed $500 for entire family) (effective 1/1/2010) $1,000 per benefit period ($500/person, not to exceed $1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document)	
Participating Provider Non-Participating	$1,000 per benefit period $3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 $3,000 per benefit period $9,000 per benefit period
Hospital Benefits	
Item	**Benefit**
Inpatient Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

Physician Benefits	
Item	**Benefit**
Surgical Covered Services Participating Provider Non-Participating	 100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	 80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance

Prescription Drug Program Benefits	
Item	**Employee Copayment**
Generic Drugs	$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	$15 per prescription
Brand Name Drugs (for which there is a generic available)	$35 per prescription

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 335-26

File ID: 335-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/12/2026

Final Action:

Title: Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council, Joliet Police Supervisors Association

Attachments: Resolution, Joliet FOP Supervisors CBA - Final 2026-2028

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
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1	2	6/12/2026	Todd Lenzie	Approve	6/16/2026
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