



City of Joliet

Land Use & Economic Development Committee

Meeting Agenda

Committee Members
Councilman Cesar Cardenas, Chairperson
Councilman Cesar Guerrero
Councilman Pat Mudron

Wednesday, January 22, 2025

9:00 AM

City Hall, Council Chambers

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

ROLL CALL

APPROVAL OF MINUTES

Land Use & Economic Development Committee Meeting Minutes 12-18-24

Attachments: [Land Use & Economic Development Committee Meeting Minutes 12-18-24.pdf](#)

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 Committee members do 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 meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

AGENDA ITEMS

Business Continuity Grant Application Approval

Attachments: [Business Continuity Grant Application Approval Memo](#)

Lease Extension for Southeast Corner of Interstate 55 and Caton Farm Road

Attachments: [Council Memo Land Lease Agreement I-55 & Caton Farm Road 2025](#)
[Land Lease Agreement \(SE Corner of I-55 Caton Farm Road\) 2025-2028 clean 01.15.2025](#)

NEW OR OLD BUSINESS - NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

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 Committee members do 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 meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

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.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8162

Agenda Date: 1/22/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Wednesday, December 18, 2024

2:00 PM

City Hall, Council Chambers

Land Use & Economic Development Committee

Committee Members

Councilman Cesar Cardenas, Chairperson

Councilman Cesar Guerrero

Councilman Pat Mudron

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 and Councilman Cesar Guerrero
Absent Councilman Pat Mudron

ALSO PRESENT: Community Development Director Dustin Anderson, Economic Development Director Paulina Martínez, Planner Jayne Bernhard, Planner Helen Miller, Economic Development Specialist Emily McGuire, Economic Development Specialist Kasie Nette, and Legal Assistant Katherine Fyksen

APPROVAL OF MINUTES

Land Use & Economic Development Meeting Minutes 11-25-24 [TMP-8049](#)

Attachments: [Land Use & Economic Development Committee Meeting Minutes 11-25-24.pdf](#)

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Cesar Cardenas, to approve Land Use & Economic Development Meeting Minutes 11-25-24. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilman Guerrero

Absent: Councilman Mudron

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

AGENDA ITEMS

Partnership with IKEA to Apply for the Transportation Improvement Program Grant [TMP-8058](#)

Attachments: [Transportation Improvement IKEA Memo.docx](#)
[Exhibit A - Joliet EV Charger Project Description.docx](#)

Communications Manager Kevin Hegarty and Sustainability Developer Genaro Guerrero with IKEA Joliet appeared on behalf of the agenda item. Economic Development Director Paulina Martínez provided an overview of the Transportation Improvement Program Grant. In response to Councilman Cardenas's questions, Mr. Hegarty described the chargers and explained IKEA Joliet is not currently using EV trucks. Ms. Martínez responded to Councilman Guerrero's question about the City's responsibility in relation to the grant. Mr. Hegarty responded to Community Development Director Dustin Anderson's question about the number of visitors and Councilman Guerrero's question about the addition of electric vehicles. Ms. Martínez explained to the Committee

that no vote was required for the agenda item.

NEW OR OLD BUSINESS - NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Cesar Cardenas, to approve adjournment. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilman Guerrero

Absent: Councilman Mudron

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

Memo

File #: TMP-8159

Agenda Date: 1/22/2025

TO: Land Use & Economic Development Committee
FROM: Paulina Martínez, Economic Development Director
SUBJECT: Business Continuity Grant Application Approval

BACKGROUND:

On December 17, 2024, the City Council approved the Chicago Street Business Continuity Grant, which provides financial assistance to businesses impacted by the construction projects that have taken place since May 2024. The applicants are eligible for assistance of up to 50% of their lost revenue with a cap of \$100,000 per year.

Staff received one eligible application this month as shown below:

Business	Recommended Amount	Period Covered
Internode Greenery & Home	\$13,107.50	May 2024 to December 2024

To date, the following grants have been approved:

Business	Approved Amount	Period Covered
Chicago Street Pub	\$11,156.05	May 2024 to October 2024
Cut 158 Inc.	\$25,000.00	May 2024 to October 2024
Mousa Greek Tavern	\$5,790.01	May 2024 to October 2024
Juliet's Tavern	\$25,000.00	May 2024 to October 2024
TOTAL	\$66,946.06	

If the Internode application is approved, the new total amount granted would be \$80,053.56.

RECOMMENDATION:

Economic Development staff recommends that the Land Use & Economic Development Committee recommends the Internode grant application for City Manager approval.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8153

Agenda Date: 1/22/2025

TO: Mayor and City Council

FROM: Ray Heitner – Planner, City of Joliet

SUBJECT:

A Resolution Approving and Authorizing the Execution of an Agreement for the Lease of a City-Owned Parcel at the Southeast Corner of I-55 and Caton Farm Road for Farming

BACKGROUND:

The subject city-owned property comprises approximately 17.76 acres and is located at Caton Farm Road and I-55 Frontage Road (Southeast Quadrant of I-55 and Caton Farm Road – See EXHIBIT A). The subject property was part of a larger land assemblage slated for the development of a condominium/townhome project called “Central Park of Joliet” in 2006 which did not become a reality. There have been other development inquiries over the years, but nothing has materialized.

Several years ago, City staff was approached by a local businessman/farmer, B.J. Udelhofen, who wanted to farm the subject land. The City agreed to enter into one-year lease agreements with Mr. Udelhofen in 2019, 2020, and 2021. In 2022, the city entered into a three-year lease agreement, which will be expiring on April 15, 2025. Mr. Udelhofen is now seeking to enter into another three-year lease agreement, with annual payments. Should Mr. Udelhofen not make a payment for any of the years within the three-year agreement, the agreement would terminate.

The property has consistently wet areas on the northern portion comprising approximately 2.4 acres. The net area that is farmable is approximately 15.36 acres. The proposed lease amount is \$3,732.48 for the three-year term of the lease, or \$1,244.16 per year. The lease amount is based off an amount of \$81/acre. This is an increase of approximately 8% over the previous lease, which was \$75/acre. The University of Illinois Extension Office shows a corresponding 8% increase in average lease figures in Will County since the office was last contacted for the original lease rate. The attached draft lease agreement contains a clause that would provide a reimbursement (farming costs + annual rent) to Mr. Udelhofen in the event that a developer enters into a development agreement with the City and requires the property to be vacated before the end of the lease period. Any reimbursement to Mr. Udelhofen would be limited to \$9,000.

CONCLUSION:

The proposed lease would be for three years, with annual payments made in April of each year. The City does not currently have any plans for this property but intends to market the property for a higher and better use in the future. The property is currently zoned for Single-Family Residential (R-2) and Low-Density Multi-Family Residential (R-4) uses.

LAND LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2025, by and between the CITY OF JOLIET, an Illinois municipal corporation and home rule unit of local government, (“City”) and B.J. Udelhofen (“Tenant”).

RECITALS

WHEREAS, the subject property located at the Southeast corner of Interstate 55 and Caton Farm Road, Joliet, Illinois is owned by the City of Joliet; and

WHEREAS, the Tenant has agreed to lease the subject property from the City of Joliet in accordance with the terms and conditions set forth herein for the purpose of farming the land.

NOW, THEREFORE, THE CITY AND THE TENANT AGREE as follows:

1. **LEASE OF PREMISES**

The City hereby leases to Tenant and Tenant leases from the City, subject to the terms and conditions of this Agreement, for the use of the property for farming and for no other purpose, the property comprising 17.76 acres, more or less, and is located at the Southeast Corner of Interstate 55 and Caton Farm Road and depicted in a diagram attached hereto and incorporated herein as Exhibit “A”.

To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

- a. The Tenant will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond Tenant’s control excepted.
- b. The Tenant will operate the land in an efficient and husbandlike way.
- c. The Tenant will not, without written consent of the City, cut live trees for sale or personal use.
- d. The City reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
- e. The Tenant will use fertilization practices which will prevent depletion of the essential plant food elements in the soil.

2. **RIGHTS RESERVED BY THE CITY**

The City and its authorized representatives reserve the right to enter the property at any reasonable time for purposes of (a) consultation with the Tenant; (b) in emergencies; (c) making improvements, and inspections or for any other reasonable purpose; None of which is to interfere with the tenant in carrying out regular farm operations.

3. **ASSIGNMENT AND SUBLETTING**

The City does not convey to the tenant the right to lease or sublet any part of the land or to assign the lease to any person or persons whomsoever.

4. The City warrants that it has the right to lease the land and will defend the Tenant's possession against any and all persons whomsoever.

5. **RENT**

The Tenant agrees to pay to the City cash rent in the amount of \$1,244.16 by the following dates:

- April 15, 2025
- April 15, 2026
- April 15, 2027

Rent must be collected by the City before the tenant farms the property for the subsequent year.

6. **TERM**

The term of this lease shall commence upon execution of the lease and end on April 15, 2028. The lease period shall consist of a three-year period between April 15, 2025, and April 15, 2028.

7. **INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS**

A. **Required Insurance**

Tenant shall maintain during the Term; (i) commercial general liability insurance. With contractual liability endorsement covering Tenant's indemnity obligations under the lease, and with limits of not less than \$300,000 combined single limit for personal injury or death, or property damage or destruction (including loss of use thereof) per occurrence (ii) casualty insurance covering the Tenant's fixtures, equipment inventory and other property located on the premises in an amount reasonably calculated to replace such items or to permit the Tenant to continue or resume operations in substantially the same manner as preceded the loss and (iii) worker's compensation insurance as required by statute. All insurance required hereunder shall be provided by responsible insurers rated at least A- in the then current edition of Best's Insurance Guide and shall be licensed by the State of Illinois. Tenant's insurance shall be primary, and any insurance

maintained by the City or any other additional insured hereunder shall be excess and noncontributory.

B. Certificates, Subrogation and Other Matters

Tenant shall provide the City with certificates evidencing the coverage required hereunder (and, with respect to liability coverage showing the City as additional insured). Tenant shall provide such certificates prior to the Commencement Date of Tenant's possession of the premises or construction of improvements therein (whichever first occurs). Tenant shall provide renewal certificates to the City at least thirty (30) days prior to expiration of such policies. Such certificates shall state that the coverage may not be changed or canceled without at least thirty (30) day's prior written notice to the City. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

8. TERMINATION OF LEASE

Notwithstanding the forgoing to the contrary, the City may elect to terminate this Lease upon written notice to the Tenant. If the City should sell or otherwise transfer title to the land, it will do so subject to the provisions of this lease. If the property is sold or title is transferred before the end of the lease and the Tenant is required to cease farming on the property, the Tenant shall have the right to be reimbursed, by the City or its assigns, for farming expenses (seed, fertilizer, rent) up to a maximum of \$9,000. The Tenant agrees to surrender possession of the land peaceably at the termination of the lease.

If the tenant does not make a payment by the aforementioned payment due dates as described in Section 5 "Rent", the lease will terminate.

IN WITNESS WHEREOF, the parties have caused this lease to be signed under seal by their respective representatives designated below, as of the day and year first above written.

**CITY OF JOLIET,
A Municipal Corporation,**

BY: _____ **BY:** _____
Mayor

ATTEST: _____ **ATTEST** _____
City Clerk