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, May 5, 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:

Rabbi Jenny Steinberg-Martinez, Executive Director Stepping Stones Treatment.

PLEDGE TO THE FLAG:

ROLL CALL:

MAYOR:

Proclamation Recognizing May as Motorcycle Awareness Month

Attachments: Proclamation Recognizing May as Motorcycle Awareness Month .pdf
Approver Report

Proclamation Recognizing St. Joseph Parish

Attachments: Proclamation Recognizing St. Jospeh Parish .pdf
Approver Report

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:

Reappointments to the Joliet Arts Commission

Attachments: Reappointments to Joliet Arts Commission.pdf
Approver Report

COUNCIL COMMITTEE REPORTS:

Land Use & Economic Development

Legislative

Public Safety

Public Service

CONSENT AGENDA:

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - April 20, 2026.pdf
City Council Meeting Minutes - April 21, 2026.pdf
Approver Report

Invoices to be Paid

Attachments: 05.05.26 Invoices
Approver Report

Award of a Professional Services Contract for Roadway Mapping and Pavement Analysis / Condition Classification to Cyclomedia Technology Inc., in the Amount of $190,950.00 **233-26**

Attachments: Cyclomedia PSA.docx
CyclomediaSOW_JolietCapturePASER_April2026_mjs_3-27-26.docx
Approver Report

Award of Contract No. 2975-0426 for the Public Utilities Department Generator Purchase to Metropolitan Industries in the Amount of $349,302.00 **234-26**

Attachments: Approver Report

Award of Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint to Dynamic Industrial Services in the Amount of $327,600.00 **235-26**

Attachments: Approver Report

Award of Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation to Dahme Mechanical Industries Inc. in the Amount of $68,888.00 **236-26**

Attachments: Approver Report

Award of Contract No. 2979-0426 for the Well 18D Rehabilitation to Great Lakes Water Resources Group in the Amount of $220,907.00 **237-26**

Attachments: Approver Report

Approve Payment of the 2026 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of $25,140.08 **238-26**

Attachments: Approver Report

AGENDA ITEM:

Award of Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project to Era-Valdivia Contractors Inc. in the Amount of $1,893,000.00 and Award of a Construction Engineering Services Agreement to Dixon Engineering Inc. for the Not-to-Exceed Amount of $158,950.00 **240-26**

Attachments: Joliet IL Agmt Professional Services_2026 1MG RA Ondeid (002)
Approver Report

ORDINANCES AND RESOLUTIONS:

RESOLUTIONS:

Resolution Amending and Authorizing the Execution of an Amended and Restated Development Agreement with Cullinan Joliet, LLC for the Rock Run Crossing Development Project Area **242-26**

Attachments: Resolution
Amended and Restated Development Agreement 2026
Approver Report

Resolution to Authorize a TIF Incentive Agreement with Matise Events LLC at 113 N. Ottawa **243-26**

Attachments: Resolution
The Matise_TIF_Incentive_Agreement.docx
Matise TIF Incentives Application.pdf
Approver Report

Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Quaternary Delivery Structure) **244-26**

Attachments: Resolution
GPWC-Joliet WDS Esmt Agrmt-129th Infantry (Quaternary)-For Packet (+exh)
Approver Report

Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Secondary Delivery Structure) **245-26**

Attachments: Resolution
GPWC-Joliet WDS Easement Agreement Black-Co Line (Secondary)-For Packet (+exh)
Approver Report

Resolution Amending Three Agreements Between the City of Joliet and Will County for American Rescue Plan Act Funded Projects **246-26**

Attachments: Resolution
City of Joliet Fairmont-Contract Addendum-Award Decrease
City of Joliet Rosalin-Contract Addendum-Award Decrease
SE Joliet Increase Award Addendum (002)
Approver Report

Resolution Approving an Intergovernmental Agreement between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Agreement **247-26**

Attachments: Resolution
GPWC-Joliet-IGA for Joint Construction of Improvements-For Packet 4-22-26
Approver Report

Resolution Accepting an Easement Agreement for the Railroad Street Water Main Improvement Project with Hawkeye Land Company in the Amount of $40,000.00 **248-26**

Attachments: Resolution
25-2500 Updated Version Review Purchase Agreement 04-14-2026 City of Joliet IL V2-8
Approver Report

ORDINANCES:

Ordinance Adding Chapter 21, Article XI Governing the General Use and Accessibility of City Square Property **250-26**

Attachments: Joliet City Square Ordinance.docx
Approver Report

Ordinance Adding Chapter 21, Article XI, Offenses on Public Property **251-26**

Attachments: Offenses on Public Property Ordinance.docx
Approver Report

Ordinance Amending the Joliet Liquor Code by Adding a Social District to Chapter 4, Article II, Section 16 - Liquor Permits **252-26**

Attachments: Downtown Liquor Ordinance.docx
Approver Report

Ordinances Associated with the Approval of the Rock Run Crossings Lifestyle Center Subdivision **253-26**

Ordinance Approving a Preliminary Plat for the Rock Run Crossings Lifestyle Center (P-4-26)

Ordinance Approving a Recording Plat for the Rock Run Crossings Lifestyle Center (RP-5-26)

Attachments: Ordinance - Preliminary Plat_Lifestyle Center Subdivision.docx
Preliminary Plat
Ordinance - Recording Plat_Lifestyle Center.docx
Recording Plat
RRC PUD Site Plan
P-4-26 Lifestyle Center Subdivision Staff Report Packet.pdf
Plan Commission Meeting Minutes_04.16.2026
Approver Report

Ordinances Associated with the Development of Rock Run Crossings Drive, Phase 2 Subdivision **254-26**

Ordinance Approving a Preliminary Plat for Rock Run Crossings Drive, Phase 2 Subdivision (P-2-26)

Ordinance Approving a Recording Plat for Rock Run Crossings Drive, Phase 2 Subdivision (RP-3-26)

Ordinance Approving a Plat of Vacation for Approximately 1.7 Acres of Quartz Drive (V-1-26)

Attachments: Ordinance - Preliminary Plat_RRC Drive Phase 2
Preliminary Plat
Ordinance - Recording Plat_RRC Drive Phase 2.docx
Recording Plat
Plat of Vacation
Ordinance - V-1-26_Quartz.docx
RRC PUD Site Plan
Plan Commission Staff Report Packet
Plan Commission Meeting Minutes_04.16.2026
Approver Report

Ordinances Associated with the Development of the Shale Road Subdivision in Rock Run Crossings **255-26**

Ordinance Approving the Preliminary Plat for the Shale Road Subdivision in Rock Run Crossings (P-3-26)

Ordinance Approving the Recording Plat for the Shale Road Subdivision in Rock Run Crossings (RP-4-26)

Attachments: Ordinance - Preliminary Plat
Preliminary Plat
Ordinance - Recording Plat
Recording Plat
RRC PUD Site Plan
P-3-26_Shale Road Subdivision Staff Report Packet.pdf
Plan Commission Meeting Minutes_04.16.2026
Approver Report

Ordinance Approving a Variation of Use to Allow an Indoor and Outdoor Commercial Recreation Facility, a B-3 (General Business) Use, in the R-B (Restricted Business) District, Located at 749 Houbolt Road (ZBA 2026-10) **256-26**

Attachments: Ordinance - Variation of Use 749 Houbolt Rd.docx
Narrative and Floor Plans 2026-10.pdf
ZBA Staff Report Packet 2026-10 2026-11.pdf
Zoning Board of Appeals Minutes 04-16-26.pdf
Approver Report

Ordinance Approving a Special Use Permit to Allow an Automotive Repair Facility, Located at 370 Ruby Street (ZBA 2026-18) **257-26**

Attachments: Ordinance - Special Use Permit 370 Ruby St.docx
Proposed Site Plan 370 Ruby St.pdf
ZBA Staff Report Packet 2026-18 2026-19.pdf
Special Use Criteria.pdf
Zoning Board of Appeals Minutes 04-16-26.pdf
Approver Report

CITY MANAGER:

PUBLIC COMMENTS:

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:

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:5/5/2026

powered by Legistar™

City of Joliet

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

PROCLAMATION

WHEREAS, safety is the highest priority for the highways and streets of our City and State, and the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a primary, common, and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of ABATE of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past nine years; and

WHEREAS, all motorcyclists should join ABATE of Illinois, Inc. in actively promoting the safety operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State, and the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of roadways within the City of Joliet throughout the great State of Illinois.

NOW THEREFORE, I Terry D'Arcy, Mayor of Joliet, Illinois, on behalf of the Joliet City Council, in the great state of Illinois, in recognition of 39 years of ABATE of Illinois recognize May as Motorcycle Awareness Month.

DATE: May 5, 2026

Terry D'Arcy

TERRY D'ARCY
Mayor

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:
Type: Proclamation
Status: Agenda Ready
In Control: City Council Meeting
File Created: 04/16/2026
Department:
Final Action:
Title:

Agenda Date: 05/05/2026

Attachments: Proclamation Recognizing May as Motorcycle Awareness Month .pdf
Entered by: jcontos@joliet.gov

Memo

File #:

Agenda Date:5/5/2026

powered by Legistar™

City of Joliet

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

PROCLAMATION

WHEREAS, immigrants from Slovenia began to settle in the Joliet area during the 1880's to find work, raise a family and establish a Catholic Church that would safeguard their cultural and religious patrimony; and

WHEREAS, on May 12, 1891, Reverend Susteric celebrated the first Mass of the newly formed St. Joseph Slovenian Catholic Parish of Joliet; and

WHEREAS, by 1905, St. Jospeh Parish built their current Church located on the South end of "Slovenian Row" at the time, North of Jackson St. and was the first all Steel and Stone structure in the City of Joliet; and

WHEREAS, by October 3, 1895, 4 years after the first Church was enacted, St. Joseph Parish built and opened St. Joseph Catholic School; and

WHEREAS, in 1938, Fr. Matthias J. Butala became the 4th Pastor and began to develop St. Joseph Park and,

WHEREAS, On June 20, 1940, Babe Ruth played an exhibition game celebrating the opening of St. Joseph's Park on Theodore St. and Raynor Ave.; and

WHEREAS, A celebration Mass for the 135th Anniversary will be held on May 17th, 2026, with 10:30 mass followed by dinner at St Joseph Park at noon.

NOW, THEREFORE, I Terry D'Arcy, Mayor of the City of Joliet, Illinois, on behalf of the Joliet City Council, do hereby recognize St. Jospeh Parish and congratulate them on their 135th Anniversary.

DATE: May 5, 2026

Terry D'Arcy

Terry D'Arcy
Mayor

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:
Type: Proclamation
Status: Agenda Ready
In Control: City Council Meeting
File Created: 04/24/2026
Department:
Final Action:
Title:

Agenda Date: 05/05/2026

Attachments: Proclamation Recognizing St. Jospeh Parish .pdf

Entered by: jcontos@joliet.gov

Memo

File #:

Agenda Date:5/5/2026

powered by Legistar™

City of Joliet

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

May 5, 2026

TO: City Council Members

FROM: Mayor Terry D'Arcy

SUBJECT: Reappointments to Joliet Arts Commission TD

I am proposing to make reappointments to the **JOLIET ARTS COMMISSION** at the regularly scheduled May 5, 2026, City Council meeting.

John Simpson — **Reappointment**
Term Expires: 5/3/2028

Peg Stoiber — **Reappointment**
Term Expires: 5/3/2028

Deborah Summers — **Reappointment**
Term Expires: 5/3/2028

cc: Lauren O'Hara, City Clerk

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: MP-9835

File ID: MP-9835 **Type:** Appointment **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/27/2026

Department: **Final Action:**

Title:

Agenda Date: 05/05/2026

Attachments: Reappointments to Joliet Arts Commission.pdf

Entered by: lhelland@joliet.gov

Memo

File #:

Agenda Date:5/5/2026

powered by Legistar™

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Monday, April 20, 2026

5:30 PM

City Hall, Council Chambers

Pre-Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILWOMAN JAN HALLUMS QUILLMAN(04/01/2026 - 06/30/2026)
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: Mayor Terry D'Arcy, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Absent: Councilman Cesar Cardenas

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

PRESENTATION:

Q4 2025 & Q1 2026 Water Conservation Incentive Program Winners, and Intro for Q2 2026 Program - Presented by Allison Swisher - Director of Public Utilities

Public Utilities Director Allison Swisher recognized Carmen Figueroa and Luanne McBride as recent Water Conservation Incentive Program winners, highlighted upcoming incentives and events, outlined City conservation programs, and thanked Ann Grooms for her contributions.

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Bob Wunderlich spoke about Council Memo #225-26.

Jim Roolf spoke about Council Memo #218-26.

Michele Arana spoke about Council Memo #219-26.

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 Joliet Public Library Board

Attachments: Approver Report
Appointment to the Joliet Public Library Board .pdf

COUNCIL COMMITTEE REPORTS:

Finance

Legislative

Public Assets

Public Service

CONSENT AGENDA:

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - April 6, 2026.pdf
City Council Meeting Minutes - April 7, 2026.pdf
Approver Report

Invoices to be Paid

Attachments: 04.21.26 Invoices
Approver Report

Award of Contract for Vehicle Lift Equipment Purchase and Installation to NAPA Auto Parts in an Amount not to Exceed $550,000.00 **210-26**

Award of Contract for Vehicle Lift Equipment Purchase and Installation to NAPA Auto Parts in an Amount not to Exceed $550,000.00

Attachments: Approver Report

Award of Contract for the 9 Osgood Street Floor Resurfacing to Integrity Concrete Coatings in the Amount of $84,913.20 **211-26**

Award of Contract for the 9 Osgood Street Floor Resurfacing to Integrity Concrete Coatings in the Amount of $84,913.20

Attachments: Approver Report

Approval of Amendment No. 3 for the Phase II Engineering Services for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR - to Hutchison Engineering, Inc. in the Amount of $15,000.00 **212-26**

Approval of Amendment No. 3 for the Phase II Engineering Services for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR - to Hutchison Engineering, Inc. in the Amount of $15,000.00

Attachments: Approver Report

Approve the Purchase of Body Armor/Vests for SOS from First Spear in the Amount of $54,616.25 **213-26**

Approve the Purchase of Body Armor/Vests for SOS from First Spear in the Amount of $54,616.25

Attachments: FirstSpear Quote.pdf
Approver Report

Purchase for Fire Station 1 of Cabinets from Riverton Cabinet Company in the Amount of $35,194.00 and the Installation of Cabinets for Fire Station 1 from Heintz **214-26**

Construction Inc. in the Amount of $32,450.00 for a Total Amount of $67,644.00

Purchase for Fire Station 1 of Cabinets from Riverton Cabinet Company in the Amount of $35,194.00 and the Installation of Cabinets for Fire Station 1 from Heintz Construction Inc. in the Amount of $32,450.00 for a Total Amount of $67,644.00

Attachments: Fire Station #1 Riverton.pdf
Joilet Fire No Tax Proposal Brakur.pdf
Joliet Fire Station - 101 E. Clinton Kitchen Remodel - UPDATED 3-18-26 Dutchman.pdf
Joliet Fire Station #1 Kitchen Remodel (Revised) Proposal Heintz.pdf
Romar Station 1.pdf
Station #1 Kitchen Cosgrove.pdf
Approver Report

The City Manager provided an overview of the item.

Award of Professional Services, Purchase, and Installation of the Joliet Slammers Fire Suppression Pipe Replacement to AMS Industries, Inc in the amount of $186,770.00 **215-26**

Attachments: Scanned from a Xerox Multifunction Printer (00C) Redacted.pdf
Approver Report

The City Manager provided an overview of the item.

Award of Contracts for Grass Cutting on Vacant City Lots to Summit Lawncare in the amount of $38,970.00 and to Culpepper Lawnworks in the amount of $17,535.00 **216-26**

Award of Contracts for Grass Cutting on Vacant City Lots to Summit Lawncare in the amount of $38,970.00 and to Culpepper Lawnworks in the amount of $17,535.00

Attachments: Approver Report

The City Manager provided an overview of the item.

LICENSES AND PERMIT APPLICATIONS:

Issuance of Class “B” and Class “M” Liquor License at 227 N. Gougar Road - Barber Oberwortmann Horticultural Center-Venue Ninety-Eight. **218-26**

Issuance of Class “B” and Class “M” Liquor License at 227 N. Gougar Road - Barber Oberwortmann Horticultural Center-Venue Ninety-Eight.

Attachments: BARBER OBERWORTMANN HORTICULTURAL- 227 N GOUGAR - LIQUOR FINDINGS
Approver Report

Councilman Mudron asked questions. The City Manager and Barber & Oberwortmann Event Manager Stephanie Burns responded.

Councilman Hug asked questions. Stephanie Burns and Deputy Liquor Commissioner Jim O'Connell responded.

Councilman Clement spoke about the item.

Issuance of Class "E" Liquor License at 81 N. Chicago Street - Internode Greenery & Home. **219-26**

Issuance of Class "E" Liquor License at 81 N. Chicago Street - Internode Greenery & Home.

Attachments: INTERNODE GREENERY & HOME - 81 N CHICAGO ST - LIQUOR FINDINGS
Approver Report

Councilman Hug asked questions. Jim O'Connell responded.

Councilman Mudron asked a question. Jim O'Connell responded.

Councilwoman Ibarra spoke in support of the item.

Councilman Hug asked a question. Jim O'Connell responded.

Councilwoman Reardon asked a question. Jim O'Connell responded.

Issuance of Class "B" Liquor License at 3147 W. Jefferson Street - The Prime House. **220-26**

Issuance of Class "B" Liquor License at 3147 W. Jefferson Street - The Prime House.

Attachments: THE PRIME HOUSE - 3147 W JEFFERSON ST - LIQUOR FINDINGS
Approver Report

Councilman Hug asked a question. The City Manager and Jim O'Connell responded.

Issuance of Class "E" Liquor License at 101 McDonald Avenue - Wingate by Wyndham Joliet. **221-26**

Issuance of Class "E" Liquor License at 101 McDonald Avenue - Wingate by Wyndham Joliet.

Attachments: WINGATE BY WYNDHAM JOLIET - 101 MCDONALD AVE - LIQUOR FINDINGS
Approver Report

Issuance of Class "B" Liquor License at 16329 S. Boulevard Place - LongHorn Steakhouse. **222-26**

Issuance of Class "B" Liquor License at 16329 S. Boulevard Place - LongHorn Steakhouse.

Attachments: LONGHORN STEAKHOUSE - 16329 S BOULEVARD PL - LIQUOR FINDINGS
Approver Report

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Approving the Preliminary Planned Unit Development of Neustoneshire Phase Two (PUD-2-26) **224-26**

Ordinance Approving the Preliminary Planned Unit Development of Neustoneshire Phase Two (PUD-2-26)

Attachments: Ordinance - Preliminary PUD Neustoneshire Phase Two.docx
Preliminary Plat Neustoneshire Phase Two_redacted.pdf
Elevations and Floor Plans Neustoneshire Phase Two.pdf
Preliminary Landscape Plans Neustoneshire Phase Two.pdf
Site Plan PUD-2-26.pdf
Maps and Photos PUD-2-26.pdf
Plan Commission Staff Report Packet PUD-2-26.pdf
Plan Commission Meeting Minutes 04-08-26.pdf
Approver Report

Ordinance Approving an Amendment to the Preliminary and Final Planned Unit Development of Joliet Junior College Student Housing Subdivision (Ordinance #13226) (PUD-3-26) **225-26**

Ordinance Approving an Amendment to the Preliminary and Final Planned Unit Development of Joliet Junior College Student Housing Subdivision (Ordinance #13226) (PUD-3-26)

Attachments: Ordinance - JJC PUD amendment.docx
Ord 13226 ord only_Redacted.pdf
Ord 13226 full_Redacted.pdf
Plan Commission Staff Report Packet PUD-3-26.pdf
Plan Commission Meeting Minutes 04-08-26.pdf
Approver Report

Bob Wunderlich spoke again about the item.

Community Development Director Dustin Anderson spoke about the item.

Councilman Mudron asked questions. Dustin Anderson responded.

Councilwoman Quillman asked a question. Dustin Anderson responded.

Councilman Mudron asked questions. Attorney Aaron Dorsey with Dykema and John Kenney with Manna Capital responded.

Mayor D'Arcy asked a question. John Kenney responded.

Councilman Mudron asked a question. John Kenney responded.

Councilman Moreno asked a question. Dustin Anderson responded.

Councilman Hug asked questions and spoke about the item. John Kenney, Dustin Anderson, and Todd Lenzie responded.

Councilman Moreno asked a question. Dustin Anderson responded.

Councilman Clement asked questions. John Kenney and Dustin Anderson responded.

Councilwoman Quillman spoke about the item.

Councilman Clement asked a question. John Kenney responded.

Councilwoman Ibarra spoke about the item.

Councilman Hug asked questions. John Kenney responded.

Councilman Mudron asked questions. John Kenney responded.

Mayor D'Arcy asked a question. John Kenney responded.

Councilman Hug spoke about the item.

Councilwoman Ibarra asked questions. John Kenney responded.

John Kay spoke about the maintenance of Rivera Way.

Joliet Junior College Board of Trustees member Maureen Broderick spoke about the item.

Ordinance Accepting a $1,000,000.00 Grant from the Will County Community Mental Health Board for the No-Cost Counseling Program, Amendment of the 2026 Budget to Receive and Expend Grant Funds, and Creation of an Additional Social Worker Position to Perform Grant Funded Activities. **226-26**

Ordinance Accepting a $1,000,000.00 Grant from the Will County Community Mental Health Board for the No-Cost Counseling Program, Amendment of the 2026 Budget to Receive and Expend Grant Funds, and Creation of an Additional Social Worker Position to Perform Grant Funded Activities.

Attachments: Ordinance Community Health Grant
2026 Joliet Fire Department Award Letter 4-8-2026
2026 Joliet Fire Department Grant Agreement
Second Social Worker Position
Approver Report

Councilman Hug asked questions. Fire Chief Jeff Carey responded.

Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2026 Fiscal Year (2025 Projects Funded in 2026) **227-26**

Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2026 Fiscal Year (2025 Projects Funded in 2026)

Attachments: Ordinance - Master Budget Amendment
2026 Master Budget Amendment
Approver Report

The City Manager provided an overview of the item.

Councilman Hug provided clarification about the item and asked a question. Finance Director Kevin Sing responded.

Ordinance Amending Chapter 2, Article II to Authorize Pre-Separation Recruitment and Temporary Appointments **228-26**

Ordinance Amending Chapter 2, Article II to Authorize Pre-Separation Recruitment and Temporary Appointments

Attachments: Ordinance Amending Chapter 2, Article II of the Joliet Code of Ordinances to Authorize Pre-Separation Recruitment and Temporary Appointments.docx
Approver Report

Mayor D'Arcy spoke about the item.

Councilwoman Ibarra asked a question. Todd Lenzie responded.

Councilman Hug asked a question. Todd Lenzie responded.

Councilwoman Quillman spoke about the item.

Councilman Hug asked questions. Todd Lenzie, the City Manager, and Human Resources Director Elizabeth Coronado Abrego responded.

Councilwoman Ibarra spoke about the item.

Councilman Moreno asked a question. Todd Lenzie and the City Manager responded.

RESOLUTIONS:

Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 3 to the Phase II Engineering Services Contract for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR **230-26**

Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 3 to the Phase II Engineering Services Contract for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

Attachments: Resolution
Approver Report

The City Manager provided an overview of the item.

Resolution Accepting A Grant of Permanent Easement at 18711 S. County Line Road for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project **231-26**

Resolution Accepting A Grant of Permanent Easement at 18711 S. County Line Road for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project

Attachments: Resolution
Grant of Easement_18711 County Line Rd_Kaluza_20260327 Signed.pdf
Approver Report

Resolution Authorizing the Sale of a Police Dog to K-9 Officer Adam Stapleton **232-26**

Resolution Authorizing the Sale of a Police Dog to K-9 Officer Adam Stapleton

Attachments: Resolution
Approver Report

Councilman Clement spoke about the item.

PUBLIC COMMENTS:

None

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.

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

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

Meeting Minutes - Pending Approval

Tuesday, April 21, 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
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.

INVOCATION:

Pastor Herbert Brooks, Jr., St. John's Missionary Baptist Church, 104 E. Zarley Boulevard

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

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

MAYOR:

Proclamation Recognizing April 25th as Arbor Day

Attachments: Proclamation Recognizing April 25th as Arbor Day .pdf

Councilwoman Quillman read a proclamation recognizing April 25 as Arbor Day and presented it to Rita Renwick.

Rita Renwick thanked the Mayor and Council, spoke about the Tree City USA program, the importance of trees, and the City's ongoing parkway tree survey, and recognized Principal Teresa Woodard of Lynne Thigpen Elementary School and the Arbor Day poster contest winners: Ruby Giardina, Dalia Ramirez Rios, Julissa Terrazas, and Olivia Guardiola.

APPROVAL OF AGENDA:

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Joe Clement, to approve the agenda as written with the following change: Move Council Memo 232-26 Resolution Authorizing the Sale of a Police Dog to K-9 Officer Adam Stapleton to be voted on following Appointments in consideration of their attendance at the meeting.

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Executive Vice President of Joliet Junior College Yolanda Farmer spoke in support of Council Memo 225-26.

Chairman James Budzinski of the Joliet Junior College Board of Trustees spoke in support of Council Memo 225-26.

Attorney Andrew Scott of Dykema Gossett, representing the contract purchaser for Council Memo 225-26, spoke in support of the item and addressed 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 Joliet Public Library Board

Attachments: Approver Report
Appointment to the Joliet Public Library Board .pdf

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Sherri Reardon, to appoint Naurice Moffett to the Joliet Public Library 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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

COUNCIL COMMITTEE REPORTS:

Finance

Councilman Mudron provided a brief overview of the Finance Committee meeting held on April 21, 2026 in Council Chambers.

Link: https://joliet.granicus.com/player/clip/6366?view_id=6&redirect=true

Legislative

Councilwoman Quillman provided a brief overview of the Legislative Committee meeting held on April 13, 2026 in Council Chambers.

Interim Corporation Counsel Todd Lenzie provided a brief overview of the ordinance on the agenda.

Link: https://joliet.granicus.com/player/clip/6337?view_id=6&redirect=true

Public Assets

Councilwoman Ibarra provided a brief overview of the Public Assets Committee meeting held on April 15, 2026 in the Executive Conference Room.

Link:

Public Service

Councilman Hug provided a brief overview of the Public Service Committee meeting held on April 20, 2026 in Council Chambers.

Link: https://joliet.granicus.com/player/clip/6361?view_id=6&redirect=true

CONSENT AGENDA:

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - April 6, 2026.pdf
City Council Meeting Minutes - April 7, 2026.pdf
Approver Report

Invoices to be Paid

Attachments: 04.21.26 Invoices
Approver Report

Award of Contract for Vehicle Lift Equipment Purchase and Installation to NAPA Auto Parts in an Amount not to Exceed $550,000.00 **210-26**

Award of Contract for Vehicle Lift Equipment Purchase and Installation to NAPA Auto Parts in an Amount not to Exceed $550,000.00

Attachments: Approver Report

Award of Contract for the 9 Osgood Street Floor Resurfacing to Integrity Concrete Coatings in the Amount of $84,913.20 **211-26**

Award of Contract for the 9 Osgood Street Floor Resurfacing to Integrity Concrete Coatings in the Amount of $84,913.20

Attachments: Approver Report

Approval of Amendment No. 3 for the Phase II Engineering Services for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR - to Hutchison Engineering, Inc. in the Amount of $15,000.00 **212-26**

Approval of Amendment No. 3 for the Phase II Engineering Services for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR - to Hutchison Engineering, Inc. in the Amount of $15,000.00

Attachments: Approver Report

Approve the Purchase of Body Armor/Vests for SOS from First Spear in the Amount of $54,616.25 **213-26**

Approve the Purchase of Body Armor/Vests for SOS from First Spear in the

Amount of $54,616.25

Attachments: FirstSpear Quote.pdf
Approver Report

Purchase for Fire Station 1 of Cabinets from Riverton Cabinet Company in the Amount of $35,194.00 and the Installation of Cabinets for Fire Station 1 from Heintz Construction Inc. in the Amount of $32,450.00 for a Total Amount of $67,644.00 **214-26**

Purchase for Fire Station 1 of Cabinets from Riverton Cabinet Company in the Amount of $35,194.00 and the Installation of Cabinets for Fire Station 1 from Heintz Construction Inc. in the Amount of $32,450.00 for a Total Amount of $67,644.00

Attachments: Fire Station #1 Riverton.pdf
Joilet Fire No Tax Proposal Brakur.pdf
Joliet Fire Station - 101 E. Clinton Kitchen Remodel - UPDATED 3-18-26 Dutchman.pdf
Joliet Fire Station #1 Kitchen Remodel (Revised) Proposal Heintz.pdf
Romar Station 1.pdf
Station #1 Kitchen Cosgrove.pdf
Approver Report

Award of Professional Services, Purchase, and Installation of the Joliet Slammers Fire Suppression Pipe Replacement to AMS Industries, Inc in the amount of $186,770.00 **215-26**

Attachments: Scanned from a Xerox Multifunction Printer (00C)_Redacted.pdf
Approver Report

Award of Contracts for Grass Cutting on Vacant City Lots to Summit Lawncare in the amount of $38,970.00 and to Culpepper Lawnworks in the amount of $17,535.00 **216-26**

Award of Contracts for Grass Cutting on Vacant City Lots to Summit Lawncare in the amount of $38,970.00 and to Culpepper Lawnworks in the amount of $17,535.00

Attachments: Approver Report

Consent Agenda Items Approved

Councilman Hug provided additional information regarding his Public Service Committee report.

A motion was made by Councilman Joe Clement, seconded by Councilman Juan Moreno, 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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

LICENSES AND PERMIT APPLICATIONS:

Issuance of Class "B" and Class "M" Liquor License at 227 N. Gougar Road - Barber Oberwortmann Horticultural Center-Venue Ninety-Eight. **218-26**

Issuance of Class "B" and Class "M" Liquor License at 227 N. Gougar Road - Barber Oberwortmann Horticultural Center-Venue Ninety-Eight.

Attachments: BARBER OBERWORTMANN HORTICULTURAL- 227 N GOUGAR - LIQUOR FINDINGS
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Jan Hallums Quillman, to approve COUNCIL MEMO #218-26: Issuance of Class "B" and Class "M" Liquor License at 227 N. Gougar Road - Barber Oberwortmann Horticultural Center-Venue Ninety-Eight.

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Issuance of Class "E" Liquor License at 81 N. Chicago Street - Internode Greenery & Home. **219-26**

Issuance of Class "E" Liquor License at 81 N. Chicago Street - Internode Greenery & Home.

Attachments: INTERNODE GREENERY & HOME - 81 N CHICAGO ST - LIQUOR FINDINGS
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to approve COUNCIL MEMO #219-26: Issuance of Class "E" Liquor License at 81 N. Chicago Street - Internode Greenery & Home.

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Issuance of Class "B" Liquor License at 3147 W. Jefferson Street - The Prime House. **220-26**

Issuance of Class "B" Liquor License at 3147 W. Jefferson Street - The Prime House.

Attachments: THE PRIME HOUSE - 3147 W JEFFERSON ST - LIQUOR FINDINGS
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Juan Moreno, to approve COUNCIL MEMO #220-26: Issuance of Class "B" Liquor License at 3147 W. Jefferson Street - The Prime House.

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Issuance of Class "E" Liquor License at 101 McDonald Avenue - Wingate by Wyndham Joliet. **221-26**

Issuance of Class "E" Liquor License at 101 McDonald Avenue - Wingate by Wyndham Joliet.

Attachments: WINGATE BY WYNDHAM JOLIET - 101 MCDONALD AVE - LIQUOR FINDINGS
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #221-26: Issuance of Class "E" Liquor License at 101 McDonald Avenue - Wingate by Wyndham Joliet.

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Issuance of Class "B" Liquor License at 16329 S. Boulevard Place - LongHorn Steakhouse. **222-26**

Issuance of Class “B” Liquor License at 16329 S. Boulevard Place - LongHorn Steakhouse**.**

Attachments: LONGHORN STEAKHOUSE - 16329 S BOULEVARD PL - LIQUOR FINDINGS
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Jan Hallums Quillman, to approve COUNCIL MEMO #222-26: Issuance of Class “B” Liquor License at 16329 S. Boulevard Place - LongHorn Steakhouse.

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Approving the Preliminary Planned Unit Development of Neustoneshire Phase Two (PUD-2-26) **224-26**

Ordinance Approving the Preliminary Planned Unit Development of Neustoneshire Phase Two (PUD-2-26)

Attachments: Ordinance - Preliminary PUD Neustoneshire Phase Two.docx
Preliminary Plat Neustoneshire Phase Two_redacted.pdf
Elevations and Floor Plans Neustoneshire Phase Two.pdf
Preliminary Landscape Plans Neustoneshire Phase Two.pdf
Site Plan PUD-2-26.pdf
Maps and Photos PUD-2-26.pdf
Plan Commission Staff Report Packet PUD-2-26.pdf
Plan Commission Meeting Minutes 04-08-26.pdf
Approver Report

Councilman Hug spoke in support of the item.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adopt COUNCIL MEMO #224-26: Ordinance Approving the Preliminary Planned Unit Development of Neustoneshire Phase Two (PUD-2-26). (Ordinance 18829)

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Ordinance Approving an Amendment to the Preliminary and Final Planned Unit Development of Joliet Junior College Student Housing Subdivision (Ordinance #13226) (PUD-3-26) **225-26**

Ordinance Approving an Amendment to the Preliminary and Final Planned Unit Development of Joliet Junior College Student Housing Subdivision (Ordinance #13226) (PUD-3-26)

Attachments: Ordinance - JJC PUD amendment.docx
Ord 13226 ord only_Redacted.pdf
Ord 13226 full_Redacted.pdf
Plan Commission Staff Report Packet PUD-3-26.pdf
Plan Commission Meeting Minutes 04-08-26.pdf
Approver Report

Councilman Clement spoke on the benefit of Pre-Council meetings for discussion and clarification of items.

Councilwoman Ibarra spoke on the importance of public speakers attending meetings.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to adopt COUNCIL MEMO #225-26: Ordinance Approving an Amendment to the Preliminary and Final Planned Unit Development of Joliet Junior College Student Housing Subdivision (Ordinance #13226) (PUD-3-26). (Ordinance 18830)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilwoman Suzanna Ibarra, Councilman Pat Mudron and Councilwoman Sherri Reardon

Nay: Councilman Larry E. Hug, Councilman Juan Moreno and Councilwoman Jan Hallums Quillman

Ordinance Accepting a $1,000,000.00 Grant from the Will County Community Mental Health Board for the No-Cost Counseling Program, Amendment of the 2026 Budget to Receive and Expend Grant Funds, and Creation of an Additional Social Worker Position to Perform Grant Funded Activities. **226-26**

Ordinance Accepting a $1,000,000.00 Grant from the Will County Community

Mental Health Board for the No-Cost Counseling Program, Amendment of the 2026 Budget to Receive and Expend Grant Funds, and Creation of an Additional Social Worker Position to Perform Grant Funded Activities.

Attachments: Ordinance Community Health Grant
2026 Joliet Fire Department Award Letter 4-8-2026
2026 Joliet Fire Department Grant Agreement
Second Social Worker Position
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Juan Moreno, to adopt COUNCIL MEMO #226-26: Ordinance Accepting a $1,000,000.00 Grant from the Will County Community Mental Health Board for the No-Cost Counseling Program, Amendment of the 2026 Budget to Receive and Expend Grant Funds, and Creation of an Additional Social Worker Position to Perform Grant Funded Activities. (Ordinance 18831)

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2026 Fiscal Year (2025 Projects Funded in 2026) **227-26**

Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2026 Fiscal Year (2025 Projects Funded in 2026)

Attachments: Ordinance - Master Budget Amendment
2026 Master Budget Amendment
Approver Report

Councilman Hug clarified that the item did not add any additional expenditures.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Larry E. Hug, to adopt COUNCIL MEMO #227-26: Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2026 Fiscal Year (2025 Projects Funded in 2026). (Ordinance 18832)

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Ordinance Amending Chapter 2, Article II to Authorize **228-26**

Pre-Separation Recruitment and Temporary Appointments

Ordinance Amending Chapter 2, Article II to Authorize Pre-Separation Recruitment and Temporary Appointments

Attachments: Ordinance Amending Chapter 2, Article II of the Joliet Code of Ordinances to Authorize Pre-Separation Recruitment and Temporary Appointments.docx
Approver Report

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to adopt COUNCIL MEMO #228-26: Ordinance Amending Chapter 2, Article II to Authorize Pre-Separation Recruitment and Temporary Appointments. (Ordinance 18833)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Nay: Councilman Larry E. Hug and Councilwoman Suzanna Ibarra

RESOLUTIONS:

Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 3 to the Phase II Engineering Services Contract for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR **230-26**

Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 3 to the Phase II Engineering Services Contract for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

Attachments: Resolution
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #230-26: Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 3 to the Phase II Engineering Services Contract for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR. (Resolution 8269)

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Resolution Accepting A Grant of Permanent Easement at **231-26**

18711 S. County Line Road for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project

Resolution Accepting A Grant of Permanent Easement at 18711 S. County Line Road for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project

Attachments: Resolution
Grant of Easement_18711 County Line Rd_Kaluza_20260327 Signed.pdf
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #231-26: Resolution Accepting A Grant of Permanent Easement at 18711 S. County Line Road for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project. (Resolution 8270)

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Resolution Authorizing the Sale of a Police Dog to K-9 Officer Adam Stapleton **232-26**

Resolution Authorizing the Sale of a Police Dog to K-9 Officer Adam Stapleton

Attachments: Resolution
Approver Report

Officer Adam Stapleton spoke about his desire to serve as a K-9 officer, K-9 Nevil's service to the City of Joliet and role as part of Officer Stapleton's family, and thanked the Mayor and Council for passing the resolution.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Juan Moreno, to adopt COUNCIL MEMO #232-26: Resolution Authorizing the Sale of a Police Dog to K-9 Officer Adam Stapleton. (Resolution 8271)

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

CITY MANAGER:

The City Manager noted the April 20 press conference and recognized Detectives Petro and Espinosa. She mentioned filming of the HBO show *American Blue* in Joliet, including meeting the cast and crew and anticipated road closures, acknowledged the retirements of Brent Fraser, Sylvia Esquivel, and Joyce Riggs, recognized Joliet Central High School art teacher Nyssa Grzyb for receiving the Crystal Apple Award, and mentioned the Dancing with Our Local Stars fundraiser for Guardian Angel Community Services, a Zonta Club dinner and its upcoming "Women of Distinction Night", and Blackhawks Night for City staff, thanking Ann Sylvester and noting additional events were forthcoming.

PUBLIC COMMENTS:

Mary Beth Gannon spoke about Freedom of Information Act (FOIA) concerns.

Diane Matter spoke about concerns related to the Love's Truck Stop.

Kathy Garthus congratulated Bob Okon, spoke about Arbor Day, and shared concerns regarding semi-truck drivers.

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:

Councilwoman Reardon thanked the Joliet Police Department.

Councilwoman Quillman congratulated Bob Okon.

Councilman Mudron congratulated Bob Okon and thanked Officers Bell and Gomez for their assistance.

Councilman Moreno congratulated Joette Villa on being named Joliet 9-1-1 Communication Center Telecommunicator of the Year 2026.

Councilwoman Ibarra congratulated the Joliet Fire and Police Departments on a recent water rescue, mentioned the rain barrel program, asked for clarification on FOIA changes, and encouraged public comment at meetings.

Councilman Hug asked for clarification on the FOIA changes and congratulated Bob Okon.

Councilman Clement acknowledged Mary Aguirre's retirement, asked for notification of retirements, and mentioned Chicagoland Speedway and its July events.

Councilman Cardenas discussed his participation in Dancing with Our Local Stars, highlighted upcoming City events, congratulated Officer DJ Green, and recognized Jeremiah Fears.

Mayor D'Arcy welcomed new Joliet businesses, including Uni Uni Boba and Banks Bridal Suite and Lodging. He also mentioned City Center Square, Joliet Slammers games, and a documentary featuring local Korean War Veteran Bill Waters and congratulated Bob Okon.

ADJOURNMENT:

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Suzanna Ibarra, 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, Councilwoman Jan Hallums Quillman and 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: 04/27/2026

Department: City Clerk/Business Services

Final Action:

Title:

Agenda Date: 05/05/2026

Attachments: Pre-Council Meeting Minutes - April 20, 2026.pdf, City Council Meeting Minutes - April 21, 2026.pdf

Entered by: nhughes@joliet.gov

Memo

File #:

Agenda Date:5/5/2026

powered by Legistar™

City of Joliet

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
19130 22 VETS LLC										
282134		05/05/2026			3,750.00		05/05/2026	INV	APP	VERKAD
CHECK DATE:										
15547 ACTION TRUCK PARTS INC										
002A164269		05/05/2026			263.96		05/05/2026	INV	APP	PARTS
CHECK DATE:										
18115 ACCURATE TRANSLATION BUREAU										
31499		05/05/2026			80.00		05/05/2026	INV	APP	ZONING
CHECK DATE:										
13181 ADVANCED LUBRICATION INC										
38774		05/05/2026			3,121.19		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
56 AIR ONE EQUIPMENT, INC										
234716		05/05/2026			358.00		05/05/2026	INV	APP	SAFETY
CHECK DATE:										
234722		05/05/2026			329.00		05/05/2026	INV	APP	HYDRAN
CHECK DATE:										
234766		05/05/2026			1,622.50		05/05/2026	INV	APP	FIRE H
CHECK DATE:										
234783		05/05/2026			241.50		05/05/2026	INV	APP	SPRINK
CHECK DATE:										
234932		05/05/2026			590.00		05/05/2026	INV	APP	SUPER
CHECK DATE:										
					3,141.00					
11203 AIRGAS WEST JOLIET										
5519241116		05/05/2026			132.15		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
5522004241		05/05/2026			156.95		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
5522004933		05/05/2026			469.39		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
5523335128		05/05/2026			5,686.38		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
5523335210		05/05/2026			156.95		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
55233352745		05/05/2026			479.17		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
5523335324		05/05/2026			150.13		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
9163486160		05/05/2026			514.70		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					7,745.82					
11858 AL WARREN OIL COMPANY INC										
W1816784	26000172	05/05/2026			875.00		05/05/2026	INV	APP	FUEL,
CHECK DATE:										
W1831780		05/05/2026			875.18		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
W1833007	26000401	05/05/2026			15,845.74		05/05/2026	INV	APP	FUEL,
CHECK DATE:										
W1834450	26000401	05/05/2026			15,848.00		05/05/2026	INV	APP	FUEL,
CHECK DATE:										
W1834451	26000172	05/05/2026			19,065.64		05/05/2026	INV	APP	FUEL,
CHECK DATE:										
W1835743	26000172	05/05/2026			19,038.45		05/05/2026	INV	APP	FUEL,
CHECK DATE:										
W1836609	26000401	05/05/2026			16,980.00		05/05/2026	INV	APP	FUEL,
CHECK DATE:										
					88,528.01					
17100 ALEXANDER CHEMICAL										
106805	26000443	05/05/2026			6,655.59		05/05/2026	INV	APP	ESTP -
CHECK DATE:										
106806	26000443	05/05/2026			6,661.49		05/05/2026	INV	APP	ESTP -
CHECK DATE:										
					13,317.08					
16235 ALLEGRA COAL CITY										
145451		05/05/2026			91.00		05/05/2026	INV	APP	BUSINE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
145452		05/05/2026			91.00		05/05/2026	INV	APP	BUSINE
CHECK DATE:										
145516		05/05/2026			120.00		05/05/2026	INV	APP	BUSINE
CHECK DATE:										
					302.00					
11433 ALPHA BUILDING MAINTENANCE SVC										
23884 CJ		05/05/2026			916.20		05/05/2026	INV	APP	JANITO
CHECK DATE:										
16555 ALTORFER INDUSTRIES INC										
J2156001		05/05/2026			7,500.00		05/05/2026	INV	APP	9 OSGO
CHECK DATE:										
TM580017852		05/05/2026			4,008.95		05/05/2026	INV	APP	REPAIR
CHECK DATE:										
					11,508.95					
15576 AMAZON CAPITAL SERVICES										
111X-LCMK-FG4T		05/05/2026			43.69		05/05/2026	INV	APP	PRINTE
CHECK DATE:										
116V-TPCW-36H9	26000514	05/05/2026			86.68		05/05/2026	INV	APP	IT Equ
CHECK DATE:										
11N3-4H4F-GGCY		05/05/2026			136.18		05/05/2026	INV	APP	IPAD C
CHECK DATE:										
11VY-TG94-NK13		05/05/2026			134.65		05/05/2026	INV	APP	JPD BA
CHECK DATE:										
11XX-FPQF-KVL4		05/05/2026			34.19		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
13DM-3C44-917J		05/05/2026			58.56		05/05/2026	INV	APP	CS OFF
CHECK DATE:										
14N3-4J66-717X		05/05/2026			19.48		05/05/2026	INV	APP	PARTS
CHECK DATE:										
14VJ-H3L3-16WT		05/05/2026			-129.99		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
16F3-6HNQ-DNRR		05/05/2026			12.97		05/05/2026	INV	APP	VEHICL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
16KH-T7LN-JXJ6		05/05/2026			273.24		05/05/2026	INV	APP	BLANKE
CHECK DATE:										
16LW-HRRN-RJMX		05/05/2026			224.16		05/05/2026	INV	APP	FOR CH
CHECK DATE:										
17GG-CPFM-KGX1		05/05/2026			39.99		05/05/2026	INV	APP	HEADPH
CHECK DATE:										
17QD-R7DP-CL7R		05/05/2026			78.89		05/05/2026	INV	APP	PRINTI
CHECK DATE:										
19CW-G13Y-DHC6		05/05/2026			99.98		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
19VF-PDWC-DNRD		05/05/2026			35.61		05/05/2026	INV	APP	PISTOL
CHECK DATE:										
1CFK-XMGK-63FX		05/05/2026			167.99		05/05/2026	INV	APP	JOHN D
CHECK DATE:										
1CPT-1YC4-DVJQ		05/05/2026			27.87		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
1D3D-VH96-9CMT		05/05/2026			47.80		05/05/2026	INV	APP	MAGNET
CHECK DATE:										
1GJJ-RMQY-LKX9		05/05/2026			269.16		05/05/2026	INV	APP	RUGGED
CHECK DATE:										
1HNM-FJVW-HRXL		05/05/2026			59.96		05/05/2026	INV	APP	REPORT
CHECK DATE:										
1HRC-GKT3-GLTY		05/05/2026			38.67		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
1KR6-4LC6-3XKJ		05/05/2026			39.56		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1LHQ-93XM-HF3R		05/05/2026			177.42		05/05/2026	INV	APP	JPD OF
CHECK DATE:										
1LLR-KPLM-GR1P		05/05/2026			179.99		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
1LNW-MN6C-FHX1		05/05/2026			56.98		05/05/2026	INV	APP	RESCUE
CHECK DATE:										
1LPC-7JLC-1C1H		05/05/2026			662.62		05/05/2026	INV	APP	CITY S
CHECK DATE:										
1LTK-NH9J-DWDQ		05/05/2026			140.73		05/05/2026	INV	APP	PRINTI
CHECK DATE:										
1LWH-NFX3-FYDK		05/05/2026			5.58		05/05/2026	INV	APP	FORKS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
1LYM-PWXN-4LN7		05/05/2026			114.15		05/05/2026	INV	APP	PRINTI
CHECK DATE:										
1M6H-3MHK-HMTQ		05/05/2026			101.75		05/05/2026	INV	APP	JPD OF
CHECK DATE:										
1MT3-X39Y-P1TJ		05/05/2026			89.10		05/05/2026	INV	APP	HR OFF
CHECK DATE:										
1MVM-WMHD-Y4VW		05/05/2026			18.99		05/05/2026	INV	APP	TAPE F
CHECK DATE:										
1NT1-RY76-GDKQ		05/05/2026			461.03		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
1NT6-YQ9G-H47X		05/05/2026			158.48		05/05/2026	INV	APP	CHARGE
CHECK DATE:										
1PCY-JV3K-WV6P		05/05/2026			128.25		05/05/2026	INV	APP	BATTER
CHECK DATE:										
1RQ1-F3NQ-46MM		05/05/2026			49.50		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
1RYH-Y9Q3-TPG7		05/05/2026			72.95		05/05/2026	INV	APP	WIRELE
CHECK DATE:										
1W6J-K6GL-LL46		05/05/2026			86.64		05/05/2026	INV	APP	BANKER
CHECK DATE:										
1WDF-7NHK-K99C		05/05/2026			59.75		05/05/2026	INV	APP	MAGNET
CHECK DATE:										
1WK6-6CYP-LQNQ		05/05/2026			111.69		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					4,474.89					
19177 AMERICAN SIGN INDUSTRY INC										
0001693		05/05/2026			2,015.00		05/05/2026	INV	APP	HAZMAT
CHECK DATE:										
19136 AMERICAN THERMAL WINDOW PRODUCTS INC										
022609	26000603	05/05/2026			12,338.50		05/05/2026	INV	APP	BUILDI
CHECK DATE:										
18962 AMRIZE MID-AMERICA INC										
722311961	26000606	05/05/2026			454.90		05/05/2026	INV	APP	2026 A

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
722318219	26000606	05/05/2026			230.21		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722321507	26000606	05/05/2026			227.11		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722335306	26000606	05/05/2026			226.99		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722337678	26000606	05/05/2026			231.59		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722357676	26000606	05/05/2026			228.03		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722361889	26000606	05/05/2026			439.15		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722361890	26000606	05/05/2026			416.60		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722372982	26000606	05/05/2026			225.50		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722376779	26000606	05/05/2026			677.09		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722415975	26000606	05/05/2026			214.61		05/05/2026	INV	APP	2026 A
CHECK DATE:										
722427155	26000606	05/05/2026			211.42		05/05/2026	INV	APP	2026 A
CHECK DATE:										
					3,783.20					
15915 AMS MECHANICAL SYSTEMS INC										
809740-01		05/05/2026			627.00		05/05/2026	INV	APP	FIRE A
CHECK DATE:										
18389 AMUNDSEN DAVIS, LLC										
866276		05/05/2026			20,090.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
13615 ANCHOR MECHANICAL INC										
NW-1051		05/05/2026			320.00		05/05/2026	INV	APP	RTU DI
CHECK DATE:										
NW-1226		05/05/2026			3,039.19		05/05/2026	INV	APP	JPD VA

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
NW-1355		05/05/2026			2,154.54		05/05/2026	INV	APP	REPAIR
CHECK DATE:										
NW-1722		05/05/2026			1,601.31		05/05/2026	INV	APP	WALK I
CHECK DATE:										
NW25-1381-1		05/05/2026			9,027.00		05/05/2026	INV	APP	REPAIR
CHECK DATE:										
					16,142.04					
13868 APEX INDUSTRIAL AUTOMATION LLC										
1297096		05/05/2026			853.71		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1297153		05/05/2026			2,159.96		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					3,013.67					
18068 ARBOR TEK LANDSCAPE SERVICES INC										
22258	26000027	05/05/2026			42,686.00		05/05/2026	INV	APP	2025-2
CHECK DATE:										
15933 AT&T CORP/ACC BUSINESS										
831-001-5136 814		05/05/2026			1,329.89		05/05/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 824		05/05/2026			524.44		05/05/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 850		05/05/2026			735.08		05/05/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 867		05/05/2026			524.44		05/05/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 870		05/05/2026			1,192.24		05/05/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5294 311		05/05/2026			828.10		05/05/2026	INV	APP	TELECO
CHECK DATE:										
					5,134.19					
10768 ATCO INTERNATIONAL										
I0656564		05/05/2026			360.00		05/05/2026	INV	APP	CARPET
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18599 AUSTIN HARDWARE & SUPPLY INC										
2445423		05/05/2026			266.51		05/05/2026	INV	APP	PARTS
CHECK DATE:										
18382 AVDG LLC										
77136		05/05/2026			163.75		05/05/2026	INV	APP	BLACKM
CHECK DATE:										
3625 BANNERVILLE USA										
039358		05/05/2026			7,425.00		05/05/2026	INV	APP	LIGHT
CHECK DATE:										
039713		05/05/2026			3,075.00		05/05/2026	INV	APP	LIGHT
CHECK DATE:										
					10,500.00					
207 BARRETTS HARDWARE & INDUS										
3261588	26000033	05/05/2026			193.28		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
7112 BAXTER & WOODMAN INC										
0283763	26000298	05/05/2026			21,580.20		05/05/2026	INV	APP	PSA 20
CHECK DATE:										
0283769	26000299	05/05/2026			35,007.67		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
0283771	26000349	05/05/2026			8,124.45		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
0283772	26000297	05/05/2026			2,966.25		05/05/2026	INV	APP	2026 P
CHECK DATE:										
0284009	26000423	05/05/2026			3,926.25		05/05/2026	INV	APP	2024 M
CHECK DATE:										
0284010	26000467	05/05/2026			22,476.38		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
0284012	26000166	05/05/2026			168,985.49		05/05/2026	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
					263,066.69					
17163 BEARY LANDSCAPE MANAGEMENT										
56720	26000053	05/05/2026			19,500.00		05/05/2026	INV	APP	2026 C
CHECK DATE:										
18019 BRINK'S, INC										
13179064		05/05/2026			766.44		05/05/2026	INV	APP	APRIL
CHECK DATE:										
8309693		05/05/2026			8.65		05/05/2026	INV	APP	JANUAR
CHECK DATE:										
8391378		05/05/2026			7.34		05/05/2026	INV	APP	FEBRUA
CHECK DATE:										
8469585		05/05/2026			2.09		05/05/2026	INV	APP	MARCH
CHECK DATE:										
					784.52					
14050 BURRIS EQUIPMENT CO										
ES3002918-2		05/05/2026			-253.95		05/05/2026	CRM	APP	PARTS/
CHECK DATE:										
10702 CARLIN HORTICULTURAL SUPPLY										
5018828-00		05/05/2026			1,950.50		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
11996 CARUS CORPORATION										
SLS 10127101	26000173	05/05/2026			2,374.89		05/05/2026	INV	APP	2026 M
CHECK DATE:										
SLS 10127102	26000173	05/05/2026			1,803.07		05/05/2026	INV	APP	2026 M
CHECK DATE:										
SLS 10127103	26000402	05/05/2026			2,993.64		05/05/2026	INV	APP	2026 S
CHECK DATE:										
SLS 10127107	26000173	05/05/2026			1,974.62		05/05/2026	INV	APP	2026 M
CHECK DATE:										
SLS 10127108	26000402	05/05/2026			2,836.32		05/05/2026	INV	APP	2026 S
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					11,982.54					
7617 CDWG COMPUTER CENTERS										
AI7P39P	26000514	05/05/2026			33,359.59		05/05/2026	INV	APP	IT Equ
CHECK DATE:										
AI7PE5G	26000514	05/05/2026			6,046.37		05/05/2026	INV	APP	IT Equ
CHECK DATE:										
					39,405.96					
13985 CENTRAL CLEANERS INC										
0009883		05/05/2026			36.00		05/05/2026	INV	APP	CLEANI
CHECK DATE:										
13667 CINTAS CORPORATION NO 2 UNIFORMS										
4264790236		05/05/2026			202.18		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
4265274725		05/05/2026			316.31		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
4265565611		05/05/2026			202.18		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
4265976331		05/05/2026			316.31		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
4266297676		05/05/2026			202.18		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
4266308246	26000047	05/05/2026			54.15		05/05/2026	INV	APP	Rug Se
CHECK DATE:										
4266725635		05/05/2026			316.31		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
					1,609.62					
13383 CINTAS FIRE PROTECTION										
0F94785746		05/05/2026			1,573.31		05/05/2026	INV	APP	UNION
CHECK DATE:										
0F94785784		05/05/2026			190.55		05/05/2026	INV	APP	GATEWA
CHECK DATE:										
0F94785804		05/05/2026			2,526.73		05/05/2026	INV	APP	SLAMME
CHECK DATE:										
0F94787164	26000235	05/05/2026			1,992.68		05/05/2026	INV	APP	2026 B

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
0F94788053		05/05/2026			336.90		05/05/2026	INV	APP	BI-PAR
CHECK DATE:										
					6,620.17					
17336 CIORBA GROUP INC										
5-34261	26000222	05/05/2026			47,175.67		05/05/2026	INV	APP	Phase
CHECK DATE:										
472 CITY OF CREST HILL										
MARCH 2026		05/05/2026			65.91		05/05/2026	INV	APP	MARCH
CHECK DATE:										
17097 CITY OF LOCKPORT										
MARCH 2026		05/05/2026			7,023.53		05/05/2026	INV	APP	MARCH
CHECK DATE:										
14112 CLS BACKGROUND INVESTIGATIONS										
14645-A		05/05/2026			437.00		05/05/2026	INV	APP	BACKGR
CHECK DATE:										
10220 COMCAST										
268420288		05/05/2026			4,988.00		05/05/2026	INV	APP	ETHERN
CHECK DATE:										
546 CONSTRUCTION BY CAMCO INC										
7545-13	26000296	05/05/2026			11,888.80		05/05/2026	INV	APP	2025 O
CHECK DATE:										
7545-14	26000296	05/05/2026			6,269.75		05/05/2026	INV	APP	2025 O
CHECK DATE:										
					18,158.55					
15872 CORE & MAIN LP										
Y709027		05/05/2026			9,520.00		05/05/2026	INV	APP	METER
CHECK DATE:										
Y712263	26000322	05/05/2026			90.00		05/05/2026	INV	APP	Purcha
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
Y829814	26000322	05/05/2026			294.99		05/05/2026	INV	APP	Purcha
CHECK DATE:										
Y843832	26000324	05/05/2026			1,107.58		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
					11,012.57					
15767 COSTAR REALTY INFORMATION INC										
123674348		05/05/2026			2,071.88		05/05/2026	INV	APP	MARCH
CHECK DATE:										
16504 CRAWFORD MURPHY & TILLY INC										
0250669	26000547	05/05/2026			1,732.50		05/05/2026	INV	APP	Coordi
CHECK DATE:										
576 CRESCENT ELECTRIC SUPPLY										
S513992421.001		05/05/2026			11.98		05/05/2026	INV	APP	LIGHT
CHECK DATE:										
S513992421.002		05/05/2026			287.59		05/05/2026	INV	APP	LIGHT
CHECK DATE:										
S514025678.001		05/05/2026			49.04		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
S514025691.001		05/05/2026			1,967.33		05/05/2026	INV	APP	PARTS
CHECK DATE:										
S514031949.001		05/05/2026			31.51		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					2,347.45					
18250 CROKE FAIRCHILD DUARTE & BERES LLC										
141043		05/05/2026			32,765.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
141196		05/05/2026			70.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
					32,835.00					
18711 D&D ASSOCIATES INC										
DD3833		05/05/2026			2,000.00		05/05/2026	INV	APP	APPRAI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18602 JACOBS ASSOCIATES										
2365960009	26000371	05/05/2026			46,807.88		05/05/2026	INV	APP	Des Pl
CHECK DATE:										
2365960010	26000371	05/05/2026			92,292.23		05/05/2026	INV	APP	Des Pl
CHECK DATE:										
2365960011	26000371	05/05/2026			103,818.66		05/05/2026	INV	APP	Des Pl
CHECK DATE:										
					242,918.77					
5793 DES PLAINES VALLEY MABAS DIVISN 15										
2185		05/05/2026			2,317.00		05/05/2026	INV	APP	MABAS
CHECK DATE:										
17371 DESHAZO CRANE										
0318788-IN		05/05/2026			1,168.00		05/05/2026	INV	APP	REPAIR
CHECK DATE:										
18030 DISTINCT VISUAL SOLUTIONS										
11447		05/05/2026			240.00		05/05/2026	INV	APP	ENGINE
CHECK DATE:										
11458		05/05/2026			1,620.00		05/05/2026	INV	APP	ENGINE
CHECK DATE:										
					1,860.00					
19179 DOUBLE A STRATEGIC ADVISORS LLC										
2026-002		05/05/2026			5,000.00		05/05/2026	INV	APP	CONSUL
CHECK DATE:										
19190 PROJECT ENERGY SAVERS LLC										
26-413		05/05/2026			964.50		05/05/2026	INV	APP	FOG OU
CHECK DATE:										
13620 ELEVATOR INSPECTION SERVICES INC										
00374511		05/05/2026			75.00		05/05/2026	INV	APP	ELEVAT
CHECK DATE:										
7582 ELLIOTT ELECTRIC INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
32465	26000167	05/05/2026			19,458.00		05/05/2026	INV	APP	CONSTR
CHECK DATE:										
32861		05/05/2026			5,461.00		05/05/2026	INV	APP	DEMO A
CHECK DATE:										
32881	26000167	05/05/2026			6,520.00		05/05/2026	INV	APP	CONSTR
CHECK DATE:										
32883		05/05/2026			5,200.00		05/05/2026	INV	APP	DEMO A
CHECK DATE:										
32895	26000302	05/05/2026			8,034.00		05/05/2026	INV	APP	2026 E
CHECK DATE:										
32896	26000302	05/05/2026			10,653.00		05/05/2026	INV	APP	2026 E
CHECK DATE:										
32897	26000302	05/05/2026			1,485.00		05/05/2026	INV	APP	2026 E
CHECK DATE:										
32898	26000302	05/05/2026			5,265.00		05/05/2026	INV	APP	2026 E
CHECK DATE:										
32899	26000302	05/05/2026			3,785.00		05/05/2026	INV	APP	2026 E
CHECK DATE:										
32900		05/05/2026			270.17		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
32920	26000167	05/05/2026			8,417.00		05/05/2026	INV	APP	CONSTR
CHECK DATE:										
32940	26000167	05/05/2026			7,958.00		05/05/2026	INV	APP	CONSTR
CHECK DATE:										
					82,506.17					
18604 EMS MANAGEMENT & CONSULTANTS, INC										
EMS-025045		05/05/2026			7,653.25		05/05/2026	INV	APP	MARCH
CHECK DATE:										
16775 ENGINEERING ENTERPRISES INC										
86740	26000483	05/05/2026			268.00		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
6436 ERA - ENVIRONMENTAL RESOURCE ASSOC										
142907		05/05/2026			1,032.94		05/05/2026	INV	APP	PROF S
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
14105 EVOQUA WATER TECHNOLOGIES LLC										
907490837	26000620	05/05/2026			16,561.80		05/05/2026	INV	APP	ESTP -
CHECK DATE:										
19070 EXPERT CHEMICAL & SUPPLY										
969668	26000605	05/05/2026			661.50		05/05/2026	INV	APP	SALT (
CHECK DATE:										
785 FAST PRINTING OF JOLIET, INC										
99288		05/05/2026			238.68		05/05/2026	INV	APP	PLANNI
CHECK DATE:										
99378		05/05/2026			285.75		05/05/2026	INV	APP	YARD S
CHECK DATE:										
99798		05/05/2026			172.50		05/05/2026	INV	APP	PAPER
CHECK DATE:										
					696.93					
12460 FIRE SERVICE, INC.										
IL-25567		05/05/2026			158.24		05/05/2026	INV	APP	PARTS
CHECK DATE:										
IL-25570		05/05/2026			151.22		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					309.46					
829 FISHER SCIENTIFIC										
7659118		05/05/2026			253.24		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
7693748		05/05/2026			250.85		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					504.09					
18723 FLASHPARKING INC										
INV1115997	26000432	05/05/2026			309,287.00		05/05/2026	INV	APP	Revenu
CHECK DATE:										
4623 FLEET SAFETY SUPPLY										
86735		05/05/2026			4,717.28		05/05/2026	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
86792	26000638	05/05/2026			10,954.08		05/05/2026	INV	APP	AUTOMO
CHECK DATE:										
					15,671.36					
13348 FLEXIBLE BENEFIT SERVICE CORP										
FBS-1653767		05/05/2026			444.80		05/05/2026	INV	APP	MARCH
CHECK DATE:										
18043 FLOWPOINT ENVIRONMENTAL SYSTEMS INC										
WE6442	26000230	05/05/2026			427.56		05/05/2026	INV	APP	Bulk W
CHECK DATE:										
3950 FORT DEARBORN LIFE INSURANCE										
05/01/26-05/31/26		05/05/2026			3,894.40		05/05/2026	INV	APP	GROUP
CHECK DATE:										
MAY 2026		05/05/2026			2,631.21		05/05/2026	INV	APP	GROUP
CHECK DATE:										
					6,525.61					
10005 FREEDOM FIRST AID & SAFETY										
57065		05/05/2026			112.80		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
19102 GALLAGHER MATERIALS										
41847		05/05/2026			910.00		05/05/2026	INV	APP	STREET
CHECK DATE:										
41871		05/05/2026			880.10		05/05/2026	INV	APP	STREET
CHECK DATE:										
41902		05/05/2026			2,262.00		05/05/2026	INV	APP	STREET
CHECK DATE:										
42247		05/05/2026			3,501.00		05/05/2026	INV	APP	STREET
CHECK DATE:										
42262		05/05/2026			3,426.00		05/05/2026	INV	APP	MATERI
CHECK DATE:										
					10,979.10					
6319 GARCIA, SAUL										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
APRIL 2026 - SPECIAL		05/05/2026			150.00		05/05/2026	INV	APP	SPECIA
CHECK DATE:										
900 GASVODA & ASSOC INC										
INV26EJB0002	26000553	05/05/2026			18,610.00		05/05/2026	INV	APP	ESTP -
CHECK DATE:										
13439 GENE MAY HEATING & COOLING										
132125		05/05/2026			389.00		05/05/2026	INV	APP	NEDERM
CHECK DATE:										
132126		05/05/2026			1,045.00		05/05/2026	INV	APP	FURNAC
CHECK DATE:										
					1,434.00					
12403 GRAINGER										
9867786254		05/05/2026			15.22		05/05/2026	INV	APP	VACUUM
CHECK DATE:										
9869155615		05/05/2026			18.76		05/05/2026	INV	APP	WRIST
CHECK DATE:										
9871551165		05/05/2026			126.03		05/05/2026	INV	APP	PARTS
CHECK DATE:										
9873897608		05/05/2026			137.58		05/05/2026	INV	APP	BOLT C
CHECK DATE:										
9874299697		05/05/2026			457.44		05/05/2026	INV	APP	TOOLS
CHECK DATE:										
9877315011	26000067	05/05/2026			47.97		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
9877513409	26000067	05/05/2026			52.99		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
9878955609		05/05/2026			241.38		05/05/2026	INV	APP	JANITO
CHECK DATE:										
9879203520		05/05/2026			779.86		05/05/2026	INV	APP	PARTS
CHECK DATE:										
9883563091		05/05/2026			34.14		05/05/2026	INV	APP	KEY TA
CHECK DATE:										
9887807536		05/05/2026			88.59		05/05/2026	INV	APP	FLASHL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9887899970		05/05/2026			172.30		05/05/2026	INV	APP	RESPIR
CHECK DATE:										
9888403764		05/05/2026			372.50		05/05/2026	INV	APP	MAINTE
CHECK DATE:										
9888449502		05/05/2026			562.72		05/05/2026	INV	APP	CITY S
CHECK DATE:										
9889069192		05/05/2026			362.54		05/05/2026	INV	APP	CABINE
CHECK DATE:										
9889881174		05/05/2026			28.42		05/05/2026	INV	APP	HOSE N
CHECK DATE:										
9891346406		05/05/2026			372.50		05/05/2026	INV	APP	MAINTE
CHECK DATE:										
					3,870.94					
15369 HANNA INSTRUMENTS USA										
INC60220868-I		05/05/2026			743.95		05/05/2026	INV	APP	PARTS/
CHECK DATE:										
15146 WEST JEFF AUTO SALES LLC										
541782J		05/05/2026			126.41		05/05/2026	INV	APP	PARTS
CHECK DATE:										
850812		05/05/2026			4,733.79		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
					4,860.20					
17935 HERR DISPLAY VANS										
9182	26000671	05/05/2026			205,575.00		05/05/2026	INV	APP	AUTOMO
CHECK DATE:										
11830 HOMER TREE CARE INC										
63900		05/05/2026			800.00		05/05/2026	INV	APP	TREE R
CHECK DATE:										
64001		05/05/2026			3,250.00		05/05/2026	INV	APP	TREE R
CHECK DATE:										
					4,050.00					
18719 HOUBOLT ROAD EXTENSION JV LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
950980		05/05/2026			117.25		05/05/2026	INV	APP	TOLLWA
CHECK DATE:										
18839 HUNDLEY, TYRELL										
2026 GRANT		05/05/2026			12,750.00		05/05/2026	INV	APP	BUSINE
CHECK DATE:										
16173 HUSTLER TURF EQUIPMENT INC										
19753		05/05/2026			7,499.00		05/05/2026	INV	APP	LAWN M
CHECK DATE:										
8397 IACP NET										
455412		05/05/2026			220.00		05/05/2026	INV	APP	IACP M
CHECK DATE:										
1143 ICMA										
2026 MEMBERSHIP		05/05/2026			1,200.00		05/05/2026	INV	APP	B. BEA
CHECK DATE:										
9142 ILL STATE TOLL HIGHWAY AUTHORITY										
G125000011790		05/05/2026			473.05		05/05/2026	INV	APP	JAN-MA
CHECK DATE:										
13346 INFOSEND INC										
306557		05/05/2026			2,949.05		05/05/2026	INV	APP	WATER
CHECK DATE:										
1262 INTERSTATE BATTERIES INC										
50928886		05/05/2026			695.32		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
50928946		05/05/2026			685.15		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
50928958		05/05/2026			1,760.84		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					3,141.31					
17381 INTERSTATE POWER SYSTEMS INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
R042054879:01	26000410	05/05/2026			643.42		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054880:01	26000410	05/05/2026			610.85		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054881:01	26000410	05/05/2026			1,407.48		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054882:01	26000410	05/05/2026			611.18		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054883:01	26000410	05/05/2026			1,330.47		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054884:01	26000410	05/05/2026			1,597.47		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054885:01	26000410	05/05/2026			614.39		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054886:01	26000410	05/05/2026			1,270.32		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054887:01	26000410	05/05/2026			745.13		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054888:01	26000410	05/05/2026			1,237.61		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054895:01	26000410	05/05/2026			610.85		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
R042054896:01	26000410	05/05/2026			610.85		05/05/2026	INV	APP	LIFTS-
CHECK DATE:										
					11,290.02					
19172 IT STRAPS ON INC										
65753		05/05/2026			686.52		05/05/2026	INV	APP	ROUTIN
CHECK DATE:										
15291 J J KELLER & ASSOCIATES INC										
9111101889		05/05/2026			1,290.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
16805 JACK DOHENY COMPANIES INC										
283672		05/05/2026			451.30		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
283720		05/05/2026			246.08		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
					697.38					
16802 JACK'S CAR WASH & OIL LUBE										
1070		05/05/2026			1,284.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
1339 JCM UNIFORMS										
817149		05/05/2026			376.00		05/05/2026	INV	APP	EXPLOR
CHECK DATE:										
818265	26000232	05/05/2026			54.50		05/05/2026	INV	APP	NEW SO
CHECK DATE:										
818669	26000381	05/05/2026			541.90		05/05/2026	INV	APP	POLICE
CHECK DATE:										
818696		05/05/2026			289.75		05/05/2026	INV	APP	HONOR
CHECK DATE:										
818781	26000390	05/05/2026			315.90		05/05/2026	INV	APP	RECORD
CHECK DATE:										
818854		05/05/2026			79.95		05/05/2026	INV	APP	POLICE
CHECK DATE:										
818856	26000414	05/05/2026			479.90		05/05/2026	INV	APP	CIVILI
CHECK DATE:										
819100		05/05/2026			317.74		05/05/2026	INV	APP	CRISIS
CHECK DATE:										
819276	26000489	05/05/2026			334.55		05/05/2026	INV	APP	POLICE
CHECK DATE:										
819334		05/05/2026			246.90		05/05/2026	INV	APP	VEST C
CHECK DATE:										
819421		05/05/2026			134.95		05/05/2026	INV	APP	POLICE
CHECK DATE:										
819435	26000527	05/05/2026			216.75		05/05/2026	INV	APP	POLICE
CHECK DATE:										
819451		05/05/2026			46.00		05/05/2026	INV	APP	POLICE
CHECK DATE:										
819740	26000589	05/05/2026			433.85		05/05/2026	INV	APP	POLICE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
819787	26000618	05/05/2026			366.95		05/05/2026	INV	APP	POLICE
CHECK DATE:										
819803	26000591	05/05/2026			433.85		05/05/2026	INV	APP	POLICE
CHECK DATE:										
819913	26000615	05/05/2026			314.85		05/05/2026	INV	APP	POLICE
CHECK DATE:										
					4,984.29					
18233 JIMS TRUCK INSPECTION LLC										
214870		05/05/2026			43.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
214871		05/05/2026			43.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
215010		05/05/2026			43.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
215011		05/05/2026			43.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
215163		05/05/2026			43.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
					215.00					
13874 JOLIET SLAMMERS - JOLIET COMMUNITY										
13-1521		05/05/2026			14,662.45		05/05/2026	INV	APP	UTILIT
CHECK DATE:										
10764 JOLIET SUSPENSION INC										
130		05/05/2026			130.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
15800 JX PETERBILT										
DE-10644-3	26000364	05/05/2026			397,785.97		05/05/2026	INV	APP	AUTOMO
CHECK DATE:										
14306 KANKAKEE TRUCK EQUIPMENT INC										
181789		05/05/2026			7,330.86		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
9312 KIMBALL MIDWEST										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
104316273		05/05/2026			678.04		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
104324626		05/05/2026			1,425.46		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
104326628		05/05/2026			1,960.42		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
104331051		05/05/2026			658.15		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
104366052		05/05/2026			1,673.87		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					6,395.94					
5753 KNOX COMPANY										
INV-KA-508933		05/05/2026			1,298.00		05/05/2026	INV	APP	1 YEAR
CHECK DATE:										
14152 KUHAR VISION CARE										
180473		05/05/2026			179.00		05/05/2026	INV	APP	PRE-EM
CHECK DATE:										
180479		05/05/2026			179.00		05/05/2026	INV	APP	PRE-EM
CHECK DATE:										
180558		05/05/2026			179.00		05/05/2026	INV	APP	PRE-EM
CHECK DATE:										
					537.00					
1541 LAI & ASSOCIATES INC										
24-61224-A		05/05/2026			7,980.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
26-63601		05/05/2026			424.86		05/05/2026	INV	APP	PARTS
CHECK DATE:										
26-7927S		05/05/2026			4,640.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					13,044.86					
999010 LANDSCAPE FOOTING TI										
NOEL DEBBY		05/05/2026			6,192.50		05/05/2026	INV	APP	REIMB
CHECK DATE:						PAYEE: DEBBY NOEL				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18399 LARSON ENGINEERING INC										
0114887		05/05/2026			4,119.75		05/05/2026	INV	APP	FORMER
CHECK DATE:										
4367 LAWN WORKS										
268633		05/05/2026			207.19		05/05/2026	INV	APP	LAWN F
CHECK DATE:										
269266		05/05/2026			103.49		05/05/2026	INV	APP	LAWN F
CHECK DATE:										
269403		05/05/2026			103.49		05/05/2026	INV	APP	LAWN F
CHECK DATE:										
					414.17					
17957 LAW ENFORCEMENT RISK MANAGEMENT GROUP INC										
5245		05/05/2026			3,065.35		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
5246		05/05/2026			14,200.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
					17,265.35					
999249 LEGAL CLAIMS-SETTLEMENTS										
ANGEL GRONKOWSKI		05/05/2026			175,000.00		05/05/2026	INV	APP	SETTLE
CHECK DATE:						PAYEE: ANGEL GRONKOWSKI AND POWER ROGER				
19065 LEHMAN CONSULTING GROUP										
J-14527	26000632	05/05/2026			13,800.00		05/05/2026	INV	APP	Schedu
CHECK DATE:										
17949 LENNY'S GAS N WASH ROUTE 6 AND GOUGAR LLC										
6305		05/05/2026			1,872.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
18101 LENOVO (UNITED STATES) INC										
N300427676	26000514	05/05/2026			1,430.00		05/05/2026	INV	APP	IT Equ
CHECK DATE:										
N300449270	26000514	05/05/2026			2,904.00		05/05/2026	INV	APP	IT Equ
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					4,334.00					
10407 LEXIS NEXIS RISK DATA MGMT INC										
1100292922		05/05/2026			200.00		05/05/2026	INV	APP	MARCH
CHECK DATE:										
1300262898		05/05/2026			1,060.90		05/05/2026	INV	APP	MONTHL
CHECK DATE:										
					1,260.90					
19192 LINDE GAS & EQUIPMENT										
55975595		05/05/2026			201.68		05/05/2026	INV	APP	COMPRE
CHECK DATE:										
55975596		05/05/2026			75.71		05/05/2026	INV	APP	COMPRE
CHECK DATE:										
55975597		05/05/2026			164.83		05/05/2026	INV	APP	COMPRE
CHECK DATE:										
55975598		05/05/2026			135.70		05/05/2026	INV	APP	COMPRE
CHECK DATE:										
					577.92					
15926 LOWER DESPLAINES WATERSHED GROUP										
1115		05/05/2026			105,826.00		05/05/2026	INV	APP	2026 M
CHECK DATE:										
17305 M & M AUTOCRAFTS LLC										
7490		05/05/2026			491.74		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
7502		05/05/2026			215.81		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					707.55					
19101 MADRIGAL CONSULTING AND COUNSELING LLP										
C-127-B2		05/05/2026			225.00		05/05/2026	INV	APP	MARCH
CHECK DATE:										
1679 MC MASTER-CARR SUPPLY CO										
62163024		05/05/2026			18.52		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
62989109		05/05/2026			710.55		05/05/2026	INV	APP	PARTS
CHECK DATE:										
63085099		05/05/2026			245.62		05/05/2026	INV	APP	PARTS
CHECK DATE:										
63156878		05/05/2026			124.78		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					1,099.47					
5651 MCCANN INDUSTRIES,INC										
P94893		05/05/2026			775.50		05/05/2026	INV	APP	PARTS
CHECK DATE:										
19005 MCGINTY BROS INC										
275819	26000372	05/05/2026			12,000.00		05/05/2026	INV	APP	Cntct
CHECK DATE:										
275824	26000372	05/05/2026			2,340.00		05/05/2026	INV	APP	Cntct
CHECK DATE:										
275825	26000372	05/05/2026			3,240.00		05/05/2026	INV	APP	Cntct
CHECK DATE:										
275826	26000372	05/05/2026			750.00		05/05/2026	INV	APP	Cntct
CHECK DATE:										
					18,330.00					
10340 ME SIMPSON CO INC										
45575	26000353	05/05/2026			11,020.50		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
46295	26000353	05/05/2026			6,805.00		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
					17,825.50					
13281 MEDWORKS-JOLIET										
431236		05/05/2026			130.00		05/05/2026	INV	APP	EMPLOY
CHECK DATE:										
13563 MENARDS-CRESTHILL										
3347		05/05/2026			33.35		05/05/2026	INV	APP	ELECTR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3440		05/05/2026			69.70		05/05/2026	INV	APP	AIR FI
CHECK DATE:										
					103.05					
1704 MENARDS-JOLIET										
21916		05/05/2026			60.23		05/05/2026	INV	APP	PLUMBI
CHECK DATE:										
22157		05/05/2026			200.97		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
22171		05/05/2026			39.99		05/05/2026	INV	APP	TOOLS
CHECK DATE:										
22174		05/05/2026			5.95		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
22181		05/05/2026			174.93		05/05/2026	INV	APP	STRETC
CHECK DATE:										
22210		05/05/2026			54.80		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
22251		05/05/2026			401.43		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
22276		05/05/2026			42.90		05/05/2026	INV	APP	METER
CHECK DATE:										
22338		05/05/2026			120.25		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
22638		05/05/2026			51.74		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
22710		05/05/2026			-24.95		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
22737		05/05/2026			140.73		05/05/2026	INV	APP	PAINTI
CHECK DATE:										
22758-A		05/05/2026			58.48		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
22850-A	26000015	05/05/2026			170.27		05/05/2026	INV	APP	2026 B
CHECK DATE:										
22871		05/05/2026			468.59		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
22881-A		05/05/2026			200.35		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
22891		05/05/2026			515.33		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
23132		05/05/2026			95.28		05/05/2026	INV	APP	EQPMNT
CHECK DATE:										
23150		05/05/2026			12.69		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
23208		05/05/2026			37.71		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
23321	26000015	05/05/2026			63.96		05/05/2026	INV	APP	2026 B
CHECK DATE:										
23351-A	26000015	05/05/2026			38.97		05/05/2026	INV	APP	2026 B
CHECK DATE:										
23557	26000034	05/05/2026			21.97		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
23563	26000034	05/05/2026			116.00		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
23629	26000015	05/05/2026			353.95		05/05/2026	INV	APP	2026 B
CHECK DATE:										
23632		05/05/2026			127.44		05/05/2026	INV	APP	GATEWA
CHECK DATE:										
					3,549.96					
18811 MES SERVICE COMPANY LLC										
IN2453075	26000624	05/05/2026			157,225.00		05/05/2026	INV	APP	Air Pa
CHECK DATE:										
IN2480577		05/05/2026			190.00		05/05/2026	INV	APP	LENS K
CHECK DATE:										
					157,415.00					
18505 METAL SUPERMARKETS VILLA PARK										
1005339		05/05/2026			1,435.77		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
1005424		05/05/2026			2,004.00		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
1005444		05/05/2026			183.22		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					3,622.99					
13882 MIDWEST OFFICE INTERIORS										
267220	26000384	05/05/2026			6,055.43		05/05/2026	INV	APP	ADMIN
CHECK DATE:										
15143 MINUTEMAN PRESS OF JOLIET										
36574		05/05/2026			34.17		05/05/2026	INV	APP	PRINTI
CHECK DATE:										
36580		05/05/2026			25.00		05/05/2026	INV	APP	PRINTI
CHECK DATE:										
36588		05/05/2026			34.17		05/05/2026	INV	APP	PRINTI
CHECK DATE:										
					93.34					
1775 MOORE GLASS INC										
I260271		05/05/2026			495.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
I260278		05/05/2026			835.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
I260324		05/05/2026			355.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					1,685.00					
16781 MORAINE VALLEY COMMUNITY COLLEGE										
JFDSP26		05/05/2026			3,948.00		05/05/2026	INV	APP	FIRE I
CHECK DATE:										
1793 MOTOROLA SOLUTIONS - STARCOM										
10241620260302	26000062	05/05/2026			28,567.00		05/05/2026	INV	APP	MOTORO
CHECK DATE:										
1815 MYERS TIRE SUPPLY CO #12										
60908252		05/05/2026			714.41		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
17481 THE NATIONAL ASSOCIATION OF FLEET ADMINISTRATORS										
72467		05/05/2026			559.00		05/05/2026	INV	APP	RENEWA

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
1336 NAPA GENUINE PARTS										
856735		05/05/2026			-9.00		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
858926		05/05/2026			1,060.50		05/05/2026	INV	APP	PARTS
CHECK DATE:										
858955		05/05/2026			60.93		05/05/2026	INV	APP	PARTS
CHECK DATE:										
858956		05/05/2026			-232.95		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
858966		05/05/2026			-128.60		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
859230		05/05/2026			1,474.10		05/05/2026	INV	APP	PARTS
CHECK DATE:										
859549		05/05/2026			1,340.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
859814		05/05/2026			-245.80		05/05/2026	CRM	APP	PARTS
CHECK DATE:										
859815		05/05/2026			-443.58		05/05/2026	CRM	APP	PARTS
CHECK DATE:										
860157		05/05/2026			-1,340.00		05/05/2026	CRM	APP	PARTS
CHECK DATE:										
860292		05/05/2026			129.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
860441		05/05/2026			-18.00		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
860448		05/05/2026			-556.50		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
861152		05/05/2026			-144.00		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
895786		05/05/2026			1,199.70		05/05/2026	INV	APP	PARTS
CHECK DATE:										
896125		05/05/2026			-28.00		05/05/2026	CRM	APP	CREDIT
CHECK DATE:										
898461		05/05/2026			154.56		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
898616		05/05/2026			94.73		05/05/2026	INV	APP	PARTS
CHECK DATE:										
898617		05/05/2026			369.01		05/05/2026	INV	APP	PARTS
CHECK DATE:										
898618		05/05/2026			189.46		05/05/2026	INV	APP	PARTS
CHECK DATE:										
898651		05/05/2026			980.02		05/05/2026	INV	APP	PARTS
CHECK DATE:										
898652		05/05/2026			528.48		05/05/2026	INV	APP	PARTS
CHECK DATE:										
898930		05/05/2026			17.24		05/05/2026	INV	APP	PARTS
CHECK DATE:										
899093		05/05/2026			257.20		05/05/2026	INV	APP	PARTS
CHECK DATE:										
900101		05/05/2026			135.93		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					4,844.43					
1902 NORWALK TANK CO										
203381		05/05/2026			709.88		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
17993 ODP BUSINESS SOLUTIONS LLC										
451641887001		05/05/2026			27.02		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
451643047001		05/05/2026			11.69		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
462476233001		05/05/2026			118.28		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
					156.99					
1918 OESTREICH SERV CO, INC										
247441		05/05/2026			160.00		05/05/2026	INV	APP	DOOR R
CHECK DATE:										
247527		05/05/2026			66.65		05/05/2026	INV	APP	ADDITI
CHECK DATE:										
247540		05/05/2026			40.00		05/05/2026	INV	APP	ADDITI

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
247555		05/05/2026			7.30		05/05/2026	INV	APP	KEYS F
CHECK DATE:										
247584		05/05/2026			23.00		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
					296.95					
13189 OMEGA PLUMBING INC										
10112460		05/05/2026			623.07		05/05/2026	INV	APP	SINK R
CHECK DATE:										
17294 OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.										
20974		05/05/2026			7,208.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
20975		05/05/2026			2,758.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
					9,966.00					
1943 OXBO MUFFLER AND BRAKES										
7686		05/05/2026			280.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
7688		05/05/2026			140.00		05/05/2026	INV	APP	PARTS/
CHECK DATE:										
7692		05/05/2026			140.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
7693		05/05/2026			380.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
7700		05/05/2026			280.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
7702		05/05/2026			280.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
7707		05/05/2026			560.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					2,060.00					
9910 OZINGA IL RMC INC										
ARI03577577		05/05/2026			467.25		05/05/2026	INV	APP	REPAIR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
15974 PACE ANALYTICAL SERVICES, LLC										
267210084	26000010	05/05/2026			900.00		05/05/2026	INV	APP	2026 B
CHECK DATE:										
8747 PACER SERVICE CENTER										
6999949-Q12026		05/05/2026			68.70		05/05/2026	INV	APP	SUBSCR
CHECK DATE:										
19154 PARKER TECHNOLOGY LLC										
57226		05/05/2026			1,147.00		05/05/2026	INV	APP	HELPME
CHECK DATE:										
13258 PART D ADVISORS INC										
15430		05/05/2026			2,565.22		05/05/2026	INV	APP	MONTHL
CHECK DATE:										
13978 PARTNERS AND PAWS VET SERVICES LLC										
162438		05/05/2026			758.30		05/05/2026	INV	APP	K9 BOA
CHECK DATE:										
162551		05/05/2026			552.00		05/05/2026	INV	APP	K9 BOA
CHECK DATE:										
162940		05/05/2026			1,443.53		05/05/2026	INV	APP	K9 SUP
CHECK DATE:										
163060		05/05/2026			453.54		05/05/2026	INV	APP	K9 SUP
CHECK DATE:										
					3,207.37					
11251 PAUL CONWAY SHIELDS										
0551339		05/05/2026			2,879.17		05/05/2026	INV	APP	BADGES
CHECK DATE:										
2001 PETER PERELLA & COMPANY										
48191		05/05/2026			1,400.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
48480		05/05/2026			5,000.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					6,400.00					
2985 PETROLEUM TECHNOLOGIES EQPMT INC										
187651		05/05/2026			500.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
187655		05/05/2026			500.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
187687		05/05/2026			500.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
					1,500.00					
18908 PIPE VIEW LLC										
35782	26000502	05/05/2026			10,335.73		05/05/2026	INV	APP	2025 S
CHECK DATE:										
7740 POMP'S TIRE SERVICE INC										
411217788		05/05/2026			794.60		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
411218336		05/05/2026			1,495.28		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
690155683		05/05/2026			123.04		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
690155712		05/05/2026			123.04		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
690155743		05/05/2026			123.04		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
					2,659.00					
17235 PORTABLE JOHN INC										
304205		05/05/2026			225.00		05/05/2026	INV	APP	PORTAB
CHECK DATE:										
19167 BLUETRITON BRANDS INC										
16D0122703564		05/05/2026			295.88		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
18806 PRO-VIGIL INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
IN-425180		05/05/2026			956.69		05/05/2026	INV	APP	CAMERA
CHECK DATE:										
18703 RAFTELIS FINANCIAL CONSULTANTS INC										
45142	26000066	05/05/2026			47,202.00		05/05/2026	INV	APP	Prof S
CHECK DATE:										
999168 REFUND-AMBULANCE										
25-E955782		05/05/2026			3,138.00		05/05/2026	INV	APP	PER EM
CHECK DATE:						PAYEE: BLUE CROSS AND BLUE SHIELD OF IL				
14221 MID-TOWN PETROLEUM ACQUISITION LLC										
X636026-IN		05/05/2026			3,231.31		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
X638017-IN		05/05/2026			2,110.75		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					5,342.06					
2207 RENDELS INC										
54760		05/05/2026			51.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
54761		05/05/2026			51.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
54805		05/05/2026			51.50		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
54855		05/05/2026			51.50		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
54904		05/05/2026			1.00		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
55310		05/05/2026			51.50		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
68297		05/05/2026			1,821.80		05/05/2026	INV	APP	SERVIC
CHECK DATE:										
					2,079.30					
14093 RJN GROUP INC										
38100311	26000311	05/05/2026			6,626.21		05/05/2026	INV	APP	2025 S
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
39770301	26000619	05/05/2026			39,944.37		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
41550114	26000309	05/05/2026			5,399.80		05/05/2026	INV	APP	2025 S
CHECK DATE:										
41550209	26000312	05/05/2026			8,431.90		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
415521	26000308	05/05/2026			7,942.20		05/05/2026	INV	APP	2025 S
CHECK DATE:										
416418	26000512	05/05/2026			5,509.55		05/05/2026	INV	APP	PSA 25
CHECK DATE:										
					73,854.03					
2245 ROD BAKER FORD SALES INC										
77048		05/05/2026			20.45		05/05/2026	INV	APP	PARTS
CHECK DATE:										
77050		05/05/2026			182.08		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					202.53					
19042 ROEDA INC										
159444	26000550	05/05/2026			560.00		05/05/2026	INV	APP	ROEDA-
CHECK DATE:										
11514 ROMEOVILLE FIRE ACADEMY										
2026-195		05/05/2026			750.00		05/05/2026	INV	APP	ADVANC
CHECK DATE:										
2026-203		05/05/2026			600.00		05/05/2026	INV	APP	ENGINE
CHECK DATE:										
2026-213		05/05/2026			750.00		05/05/2026	INV	APP	FIRE A
CHECK DATE:										
					2,100.00					
2261 RON TIRAPELLI FORD, INC.										
196480		05/05/2026			282.35		05/05/2026	INV	APP	PARTS
CHECK DATE:										
198079		05/05/2026			1,345.00		05/05/2026	INV	APP	REPAIR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
668179CM-26		05/05/2026			-75.00		05/05/2026	CRM	APP	PARTS/
CHECK DATE:										
668179CM2		05/05/2026			-35.00		05/05/2026	CRM	APP	PARTS/
CHECK DATE:										
668179CM3		05/05/2026			-150.00		05/05/2026	CRM	APP	PARTS/
CHECK DATE:										
671320CM		05/05/2026			-764.90		05/05/2026	CRM	APP	PARTS/
CHECK DATE:										
671366		05/05/2026			27.48		05/05/2026	INV	APP	PARTS
CHECK DATE:										
671552		05/05/2026			252.45		05/05/2026	INV	APP	PARTS
CHECK DATE:										
671622		05/05/2026			545.54		05/05/2026	INV	APP	PARTS
CHECK DATE:										
671710		05/05/2026			28.16		05/05/2026	INV	APP	PARTS
CHECK DATE:										
671711		05/05/2026			724.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
671990CM		05/05/2026			-100.00		05/05/2026	CRM	APP	PARTS/
CHECK DATE:										
672234		05/05/2026			276.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
672247		05/05/2026			153.98		05/05/2026	INV	APP	PARTS
CHECK DATE:										
672261		05/05/2026			332.86		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673229		05/05/2026			3,141.04		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673283		05/05/2026			9.21		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673306		05/05/2026			8,378.90		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673317		05/05/2026			2,789.58		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673322		05/05/2026			4,335.20		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673335		05/05/2026			341.00		05/05/2026	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
673340		05/05/2026			310.40		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673354		05/05/2026			33.02		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673378		05/05/2026			24.51		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673412		05/05/2026			106.48		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673447		05/05/2026			74.91		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673496		05/05/2026			689.70		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673497		05/05/2026			2,649.90		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673498		05/05/2026			601.01		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673523		05/05/2026			314.61		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673528		05/05/2026			445.82		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673555		05/05/2026			1,490.08		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673560		05/05/2026			360.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673562		05/05/2026			461.93		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673565		05/05/2026			369.60		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673598		05/05/2026			601.80		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673598-01		05/05/2026			319.26		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673782		05/05/2026			573.40		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673783		05/05/2026			1,326.68		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
673794		05/05/2026			2,325.87		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673794-01		05/05/2026			78.35		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673806		05/05/2026			25.30		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673864		05/05/2026			35.06		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673868		05/05/2026			1,937.91		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673875		05/05/2026			690.80		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673878		05/05/2026			16.22		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673878-01		05/05/2026			16.22		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673882		05/05/2026			193.62		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673884		05/05/2026			27.50		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673887		05/05/2026			12.14		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673906		05/05/2026			51.54		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673913		05/05/2026			1,011.80		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673921		05/05/2026			466.40		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673925		05/05/2026			85.14		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673930		05/05/2026			630.70		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673938		05/05/2026			44.88		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673951		05/05/2026			108.13		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
673987		05/05/2026			506.44		05/05/2026	INV	APP	PARTS
CHECK DATE:										
673988		05/05/2026			240.19		05/05/2026	INV	APP	PARTS
CHECK DATE:										
674007		05/05/2026			567.27		05/05/2026	INV	APP	PARTS
CHECK DATE:										
674007-01		05/05/2026			63.03		05/05/2026	INV	APP	PARTS
CHECK DATE:										
674019		05/05/2026			289.52		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					42,014.99					
14090 RUSH TRUCK CENTERS OF ILLINOIS INC										
3045549785		05/05/2026			24.50		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045571181		05/05/2026			2,130.22		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045585320		05/05/2026			330.90		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045587540		05/05/2026			316.86		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045588815		05/05/2026			92.61		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045670096		05/05/2026			180.80		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045686016		05/05/2026			268.60		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045688081		05/05/2026			555.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045694720		05/05/2026			300.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045712426		05/05/2026			165.20		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045724994		05/05/2026			227.08		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045729458		05/05/2026			2,801.93		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3045735481		05/05/2026			665.16		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045738340		05/05/2026			73.40		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045749040		05/05/2026			1,221.88		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045753197		05/05/2026			64.69		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045756310		05/05/2026			1,038.54		05/05/2026	INV	APP	PARTS
CHECK DATE:										
3045776736		05/05/2026			1,097.34		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					11,554.71					
15497 RUSSO POWER EQUIPMENT										
SPI21530668	26000051	05/05/2026			107.96		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
19180 SANTANA, GIOVANNI										
2026-01		05/05/2026			1,390.00		05/05/2026	INV	APP	3/4-3/
CHECK DATE:										
2026-02		05/05/2026			2,130.00		05/05/2026	INV	APP	3/16-4
CHECK DATE:										
					3,520.00					
17923 SCHAAF EQUIPMENT CO										
1000075356		05/05/2026			38.85		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
1000075540		05/05/2026			550.01		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
					588.86					
9816 SEECO CONSULTANTS INC										
20137	26000170	05/05/2026			11,065.00		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
14076 SHAW SUBURBAN MEDIA GROUP										
2309598		05/05/2026			99.02		05/05/2026	INV	APP	2026 P

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
2309603		05/05/2026			102.50		05/05/2026	INV	APP	2026 S
CHECK DATE:										
2309774		05/05/2026			112.94		05/05/2026	INV	APP	BITUMI
CHECK DATE:										
2309776		05/05/2026			102.50		05/05/2026	INV	APP	2026 A
CHECK DATE:										
2309936		05/05/2026			112.94		05/05/2026	INV	APP	PHASE
CHECK DATE:										
2316190		05/05/2026			279.00		05/05/2026	INV	APP	GPWC C
CHECK DATE:										
					808.90					
16855 SHEFFIELD SAFETY & LOSS CONTROL LLC										
20073180	26000475	05/05/2026			5,687.50		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
20073181	26000475	05/05/2026			3,400.00		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
					9,087.50					
16931 SHEFFIELD SUPPLY & EQUIPMENT										
26570		05/05/2026			535.00		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
26873		05/05/2026			636.00		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
26996		05/05/2026			862.88		05/05/2026	INV	APP	SUUPLI
CHECK DATE:										
					2,033.88					
17449 SHERMCO INDUSTRIES INC										
26-04604		05/05/2026			5,426.00		05/05/2026	INV	APP	TESTIN
CHECK DATE:										
26-04608		05/05/2026			1,258.00		05/05/2026	INV	APP	REPAIR
CHECK DATE:										
					6,684.00					
2389 SHERWIN-WILLIAMS										
42242108670126		05/05/2026			44.90		05/05/2026	INV	APP	PAINT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
2392 SHOREWOOD HOME & AUTO										
01-507990		05/05/2026			231.42		05/05/2026	INV	APP	PARTS
CHECK DATE:										
01-509250		05/05/2026			297.45		05/05/2026	INV	APP	TECHIN
CHECK DATE:										
01-509880	26000035	05/05/2026			447.88		05/05/2026	INV	APP	HAND T
CHECK DATE:										
01-509958	26000035	05/05/2026			289.90		05/05/2026	INV	APP	HAND T
CHECK DATE:										
					1,266.65					
19108 SIGN SOLUTIONS USA										
422302		05/05/2026			1,015.05		05/05/2026	INV	APP	SIGN M
CHECK DATE:										
2404 SILVER CROSS HOSPITAL										
RECEIPT #100		05/05/2026			480.00		05/05/2026	INV	APP	REGIST
CHECK DATE:										
2430 SNAP-ON INCORPORATED										
ARV / 67441627		05/05/2026			601.04		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
18568 SOUTH OAK DODGE INC										
1723217		05/05/2026			315.75		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1723760		05/05/2026			105.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1724116		05/05/2026			377.25		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1724226		05/05/2026			97.50		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					895.50					
15379 SPECIALTY ELECTRIC SUPPLY CO										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
76978		05/05/2026			36.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
5938 STANARD & ASSOCIATES INC										
SA000063990		05/05/2026			44,216.32		05/05/2026	INV	APP	2026-2
CHECK DATE:										
2472 STANDARD EQUIPMENT CO INC										
P09658		05/05/2026			615.54		05/05/2026	INV	APP	PARTS
CHECK DATE:										
P09719		05/05/2026			276.50		05/05/2026	INV	APP	PARTS
CHECK DATE:										
P09773		05/05/2026			389.55		05/05/2026	INV	APP	PARTS
CHECK DATE:										
P10028		05/05/2026			907.92		05/05/2026	INV	APP	PARTS
CHECK DATE:										
P10030		05/05/2026			178.60		05/05/2026	INV	APP	PARTS
CHECK DATE:										
P10059		05/05/2026			575.81		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
U00049- 2		05/05/2026			9,800.00		05/05/2026	INV	APP	2025 V
CHECK DATE:										
					12,743.92					
2474 STANDARD TRUCK PARTS INC										
1033749		05/05/2026			8,286.50		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033750		05/05/2026			456.26		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033751		05/05/2026			254.85		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033755		05/05/2026			5,710.62		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033757		05/05/2026			105.86		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033761		05/05/2026			364.10		05/05/2026	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1033766		05/05/2026			433.20		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033774		05/05/2026			93.88		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033803		05/05/2026			36.06		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033805		05/05/2026			588.56		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033811		05/05/2026			576.99		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033822		05/05/2026			628.73		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033823		05/05/2026			318.12		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033825		05/05/2026			991.38		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033826		05/05/2026			973.66		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033827		05/05/2026			160.68		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033830		05/05/2026			363.24		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033835		05/05/2026			169.00		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033838		05/05/2026			39.64		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033843		05/05/2026			364.10		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033848		05/05/2026			450.57		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033856		05/05/2026			182.88		05/05/2026	INV	APP	PARTS
CHECK DATE:										
1033861		05/05/2026			377.68		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					21,926.56					
18181 STARS & STRIPES INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
69075		05/05/2026			1,084.58		05/05/2026	INV	APP	OT FOR
CHECK DATE:										
69265		05/05/2026			1,074.00		05/05/2026	INV	APP	SWEATS
CHECK DATE:										
					2,158.58					
19122 STATE INDUSTRIAL PRODUCTS										
0068669		05/05/2026			747.86		05/05/2026	INV	APP	PARTS
CHECK DATE:										
904153819		05/05/2026			3,033.93		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					3,781.79					
15637 ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY										
T2620372		05/05/2026			956.15		05/05/2026	INV	APP	LEADS
CHECK DATE:										
12400 STIP BROS EXCAVATING INC										
49012	26000306	05/05/2026			110,880.00		05/05/2026	INV	APP	Wesmer
CHECK DATE:										
19132 STIVERS STAFFING SERVICES, LLC										
1038768		05/05/2026			938.40		05/05/2026	INV	APP	WEEK E
CHECK DATE:										
1039404		05/05/2026			1,564.00		05/05/2026	INV	APP	WEEK E
CHECK DATE:										
					2,502.40					
9857 SUNBELT PUMP & POWER RENTALS										
171580137-0010		05/05/2026			1,195.00		05/05/2026	INV	APP	LIFT R
CHECK DATE:										
179228531-0001		05/05/2026			4,487.42		05/05/2026	INV	APP	REPAIR
CHECK DATE:										
					5,682.42					
15578 TEKLAB INC										
344626	26000008	05/05/2026			170.75		05/05/2026	INV	APP	2026 B
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
344634	26000008	05/05/2026			170.75		05/05/2026	INV	APP	2026 B
CHECK DATE:										
344635	26000008	05/05/2026			170.75		05/05/2026	INV	APP	2026 B
CHECK DATE:										
					512.25					
2577 TERMINAL SUPPLY CO										
11229-00		05/05/2026			1,541.38		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
11357-00		05/05/2026			527.30		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
13746-00		05/05/2026			248.97		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					2,317.65					
18284 TERRAPIN AQUATICS MANAGEMENT LLC										
10149		05/05/2026			2,600.00		05/05/2026	INV	APP	2026 S
CHECK DATE:										
104027		05/05/2026			1,100.00		05/05/2026	INV	APP	INFANT
CHECK DATE:										
104116		05/05/2026			650.00		05/05/2026	INV	APP	INFANT
CHECK DATE:										
					4,350.00					
19080 THE RECOVERY COMMUNITY CENTER OF JOLIET										
04		05/05/2026			1,975.00		05/05/2026	INV	APP	PY25 R
CHECK DATE:										
12548 THOMSON WEST										
853397284		05/05/2026			616.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
853400617		05/05/2026			2,348.00		05/05/2026	INV	APP	MARCH
CHECK DATE:										
853490130		05/05/2026			196.00		05/05/2026	INV	APP	APRIL
CHECK DATE:										
853503947		05/05/2026			274.05		05/05/2026	INV	APP	2026 I
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					3,434.05					
18698 THRIVEWORKS COUNSELING LLC										
FEBRUARY 2026		05/05/2026			49,073.31		05/05/2026	INV	APP	COUNSE
CHECK DATE:										
18100 TRAFFIC AND PARKING CONTROL COMPANY INC (TAPCO)										
I822238		05/05/2026			1,235.90		05/05/2026	INV	APP	POLICE
CHECK DATE:										
15365 TRESSLER LLP										
530993		05/05/2026			36,854.50		05/05/2026	INV	APP	MARCH
CHECK DATE:										
530994		05/05/2026			1,307.50		05/05/2026	INV	APP	MARCH
CHECK DATE:										
530995		05/05/2026			780.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
530996		05/05/2026			1,472.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
530997		05/05/2026			909.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
530998		05/05/2026			4,584.93		05/05/2026	INV	APP	MARCH
CHECK DATE:										
530999		05/05/2026			3,996.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
531000		05/05/2026			545.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
531001		05/05/2026			473.00		05/05/2026	INV	APP	LEGAL
CHECK DATE:										
					50,921.93					
9199 TRI-K SUPPLIES INC										
128577		05/05/2026			171.90		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
128633	26000039	05/05/2026			436.80		05/05/2026	INV	APP	JANITO
CHECK DATE:										
128637		05/05/2026			848.88		05/05/2026	INV	APP	JANITO
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
128666		05/05/2026			269.00		05/05/2026	INV	APP	JANITO
CHECK DATE:										
128676	26000039	05/05/2026			171.70		05/05/2026	INV	APP	JANITO
CHECK DATE:										
					1,898.28					
16784 TROTTER AND ASSOCIATES INC										
25-25518	26000328	05/05/2026			492.75		05/05/2026	INV	APP	Lois P
CHECK DATE:										
25-25550	26000328	05/05/2026			52.84		05/05/2026	INV	APP	Lois P
CHECK DATE:										
26-25885	26000327	05/05/2026			2,586.00		05/05/2026	INV	APP	PSA Co
CHECK DATE:										
26-25909	26000328	05/05/2026			1,317.25		05/05/2026	INV	APP	Lois P
CHECK DATE:										
26-25988	26000328	05/05/2026			5,136.37		05/05/2026	INV	APP	Lois P
CHECK DATE:										
26-26067	26000327	05/05/2026			1,074.00		05/05/2026	INV	APP	PSA Co
CHECK DATE:										
26-26108	26000328	05/05/2026			574.00		05/05/2026	INV	APP	Lois P
CHECK DATE:										
					11,233.21					
12259 ULINE INC										
206255691		05/05/2026			1,281.99		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
206371447		05/05/2026			8,370.88		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
					9,652.87					
2718 UNDERGROUND PIPE & VALVE										
079386		05/05/2026			4,640.00		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
079411		05/05/2026			495.00		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
079432		05/05/2026			305.00		05/05/2026	INV	APP	EQ
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
079433		05/05/2026			954.00		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
079439		05/05/2026			780.00		05/05/2026	INV	APP	EQ
CHECK DATE:										
079469		05/05/2026			606.00		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
079505		05/05/2026			672.00		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
079556		05/05/2026			235.00		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
079557		05/05/2026			2,590.00		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
079592		05/05/2026			930.00		05/05/2026	INV	APP	EQUIPM
CHECK DATE:										
					12,207.00					
2727 UNITED LAB INC										
INV458793		05/05/2026			545.40		05/05/2026	INV	APP	CHEMIC
CHECK DATE:										
10617 UNITED METERS INC										
4805	26000304	05/05/2026			3,790.00		05/05/2026	INV	APP	2025 S
CHECK DATE:										
13844 UNIVAR SOLUTIONS USA LLC										
53801766	26000049	05/05/2026			578.93		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53801768	26000049	05/05/2026			553.35		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53801770	26000049	05/05/2026			1,060.20		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53801771	26000049	05/05/2026			655.65		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53805472	26000049	05/05/2026			504.53		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53805475	26000049	05/05/2026			1,197.38		05/05/2026	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
53818375	26000049	05/05/2026			564.98		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53818376	26000049	05/05/2026			611.48		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53818377	26000049	05/05/2026			471.98		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53818378	26000049	05/05/2026			971.85		05/05/2026	INV	APP	2026 D
CHECK DATE:										
53821920	26000049	05/05/2026			825.38		05/05/2026	INV	APP	2026 D
CHECK DATE:										
					7,995.71					
15739 UNIVERSITY OF ILLINOIS FIRE SERVICE INSTITUTE										
UFIWD684		05/05/2026			26,775.00		05/05/2026	INV	APP	COMPAN
CHECK DATE:										
18272 HD SUPPLY INC										
INV01010334		05/05/2026			299.34		05/05/2026	INV	APP	SUPPLI
CHECK DATE:										
18454 USALCO LLC										
910223994	26000057	05/05/2026			4,968.50		05/05/2026	INV	APP	2026 A
CHECK DATE:										
910224218	26000057	05/05/2026			4,885.17		05/05/2026	INV	APP	2026 A
CHECK DATE:										
910224938	26000057	05/05/2026			4,985.26		05/05/2026	INV	APP	2026 A
CHECK DATE:										
					14,838.93					
15069 V3 COMPANIES										
10326373	26000317	05/05/2026			937.50		05/05/2026	INV	APP	PSA fo
CHECK DATE:										
2763 VARDAL SURVEYING SYSTEMS										
93546		05/05/2026			871.50		05/05/2026	INV	APP	PAINT
CHECK DATE:										
93547		05/05/2026			312.75		05/05/2026	INV	APP	PAINT
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,184.25					
18756 VERATHON INC										
81369056		05/05/2026			486.56		05/05/2026	INV	APP	AMBULA
CHECK DATE:										
7676 VERMEER ILLINOIS INC										
PP9491		05/05/2026			460.64		05/05/2026	INV	APP	PARTS
CHECK DATE:										
PP9492		05/05/2026			376.69		05/05/2026	INV	APP	PARTS
CHECK DATE:										
					837.33					
18522 VETERANS ENERGY TEAM LLC										
1498	26000637	05/05/2026			19,675.00		05/05/2026	INV	APP	ELECTR
CHECK DATE:										
17534 LAW OFFICE OF VICTOR PUSCAS										
105		05/05/2026			350.00		05/05/2026	INV	APP	HEARIN
CHECK DATE:										
18423 VOIANCE LANGUAGE SERVICES LLC										
SUMINV 0875320326		05/05/2026			108.78		05/05/2026	INV	APP	INTERP
CHECK DATE:										
2797 W S DARLEY & CO INC										
17582662		05/05/2026			32.67		05/05/2026	INV	APP	ROPE B
CHECK DATE:										
10509 WAREHOUSE DIRECT INC										
6132952-0		05/05/2026			20.17		05/05/2026	INV	APP	OFFICE
CHECK DATE:										
17346 WATER WELL SOLUTIONS ILLINOIS LLC										
262098	26000444	05/05/2026			18,126.00		05/05/2026	INV	APP	WELL 2
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
17967 WESCO DISTRIBUTION INC										
610639		05/05/2026			6,175.27		05/05/2026	INV	APP	PARTS
CHECK DATE:										
14009 WHITE CAP LP										
50036445998	26000663	05/05/2026			1,199.94		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
50036504361	26000663	05/05/2026			368.39		05/05/2026	INV	APP	Roadwa
CHECK DATE:										
					1,568.33					
18206 WHITMORE INVESTMENTS										
824313		05/05/2026			35.50		05/05/2026	INV	APP	KEYS
CHECK DATE:										
13802 WILL COUNTY										
JANUARY-26		05/05/2026			18,012.57		05/05/2026	INV	APP	TITLE
CHECK DATE:										
2938 WUNDERLICH DOORS										
209928		05/05/2026			2,422.50		05/05/2026	INV	APP	TECHIN
CHECK DATE:										
704360		05/05/2026			200.00		05/05/2026	INV	APP	BI-PAR
CHECK DATE:										
					2,622.50					
16812 XYLEM DEWATERING SOLUTIONS INC										
401322291		05/05/2026			5,478.08		05/05/2026	INV	APP	RENTAL
CHECK DATE:										
401331966		05/05/2026			642.60		05/05/2026	INV	APP	RENTAL
CHECK DATE:										
800066104		05/05/2026			-2,187.00		05/05/2026	CRM	APP	RENTAL
CHECK DATE:										
					3,933.68					
18988 SHERYL YOUNGBLOOD										
4/19/2026		05/05/2026			1,500.00		05/05/2026	INV	APP	PERFOR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
714 INVOICES					3,504,360.09					

** 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: 04/22/2026
Department: Finance
Final Action:
Title:
Agenda Date: 05/05/2026
Attachments: 05.05.26 Invoices
Entered by: rgatson@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 233-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of a Professional Services Contract for Roadway Mapping and Pavement Analysis / Condition Classification to Cyclomedia Technology Inc., in the Amount of $190,950.00

BACKGROUND:
In 2023 the City completed a roadway mapping project with Cyclomedia Technology Inc., that included street level photography and mapping of all streets within City limits. It provides 360-degree imagery as well LIDAR data that provides measurable x, y, & z coordinates. A pavement analysis was later completed by Cyclomedia Technology Inc., utilizing this data to provide objective ratings of roadway conditions throughout the City.

The software is utilized by several City Departments and has been extremely helpful during the design phase of construction projects as well as assisting with investigations of existing roadway and site conditions throughout the City.

The 2026 budget includes funding to complete updated roadway mapping and pavement analysis.

The Public Service Committee will review this matter.

CONCLUSION:
The proposal from Cyclomedia Technology Inc., includes the cost of the roadway mapping ($114,550.00) and pavement analysis / condition classification ($76,400.00). In future years an annual licensing fee of approximately $19,100.00 will be required to maintain the software.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over $25,000.00 may be awarded without written specifications or bidding under certain circumstances. Three (3) of these circumstances applies:

(a) Purchases which may only be practicably made from a single-source;

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

(g) Purchases of professional services.

Sufficient funds exist utilizing the Capital Improvements / Public Works Budget (Org 30090270, Object 557200, $190,950.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the award of a contract to Cyclomedia Technology Inc., for roadway mapping and pavement analysis in the total amount of $190,950.00.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, MADE AS OF THIS 5th day of May, 2026 by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Cyclomedia Technology, Inc. (hereinafter called the "Consultant"), is an AGREEMENT for professional consulting services to provide engineering services associated with the Roadway Mapping and Asset Management Capture project.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE CONSULTANT

1.1 The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

1.2 The Consultant will serve as the City's professional representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of his services. Information and data available in the City's file will be evaluated by the Consultant and utilized as appropriate on the Project.

1.3 The Project scope of work is defined in the attached Statement of Work dated April 2026 and subject to the License Agreement embedded in that Statement of Work. To the extent the terms of the License Agreement are in conflict with this Agreement, the terms of this Agreement shall prevail.

1.4 The Consultant will use the best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 - THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information as to his requirements for the Project.

2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

2.3 Guarantee access to and make all provisions for the Consultant to enter upon public lands as required for the Consultant to perform his work under this Agreement.

2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.

2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 - PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1 as identified in the attached Statement of Work dated April 2026.

3.2 Payment for consulting services shall be made monthly upon presentation of the Consultant's detailed statement.

SECTION 4 – INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

The Consultant shall obtain the following amounts of insurance from insurance companies authorized to do business in the State of Illinois:

1. Workmen's Compensation insurance in accordance with the laws of the State of Illinois.

2. General Liability insurance in an amount of $1,000,000 for bodily injury and property damage per occurrence and in the aggregate.

Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property caused by the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement.

City shall be listed as an "additional insured" in the general liability policy of the Consultant.

The certificates shall evidence that the policies shall not be cancelled during the life of the Agreement until 10 days advance written notice to the City has elapsed.

The Consultant shall also indemnify and hold harmless the City, its officers, officials or employees from any third-party claims asserted against the City, its officers, officials or employees arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

IN NO EVENT SHALL THE CONSULTANT OR THE CITY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS, OR INTEREST ON BORROWED FUNDS, WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING THE NEGLIGENCE OF THE CONSULTANT OR THE CITY), AS A RESULT OF THE APPLICATION OF THE PRINCIPLE OF STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT WILL CONSULTANT'S LIABILITY FOR DAMAGES RESULTING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CITY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

SECTION 5 - SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 6 - TIME OF COMPLETION

The Consultant shall commence work within a reasonable amount of time in coordination with the City project team after the written Notice to Proceed and shall complete initial capture within 5 weeks, depending on weather conditions.

SECTION 7 - NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the agreement by the City.

SECTION 8 - MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The Consultant agree that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

SECTION 9 - APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of State of Illinois.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

ATTEST: THE CITY OF JOLIET

_____ BY _____

DATE _____

ATTEST: Cyclomedia Technology, Inc.

_____ BY _____

DATE _____

cyclomedia
Geo Data Driven Insights

This STATEMENT OF WORK is prepared for City of Joliet, Illinois (hereinafter referred to as "Customer") located at 150 W Jefferson St. Joliet, IL 60432 and Cyclomedia Technology, Inc., a Delaware corporation (hereinafter referred to as "Cyclomedia"), located at 8215 Greenway Blvd, Suite 300 Middleton, WI 53562 as of April 2026 ("Issue Date").

This statement of work details services to be performed and products to be delivered by Cyclomedia Technology, Inc. to the City of Joliet, Illinois (the "Customer"), pricing and payment terms, and the designated project areas with respect to the defined deliverables.

1. Deliverables / Professional Services

1.1. Professional Services

a. Cyclomedia will capture approximately **830 miles** of 360-degree GeoCycloramas™, including LiDAR data capture and processing, based on shapefiles provided by the Customer. Pricing includes cloud-based storage and access for the duration of the license term.
b. All standard license terms and agreements apply. See attached License Agreement.
c. As long as the Customer maintains an active license to Cyclomedia Imagery, no additional fees will be charged for the storage of historical data.
d. Privacy Filtering Option: Blurring of faces and vehicle license plates is required for public-facing websites.
e. Elevation Visualization Tool: Generated from the LiDAR point cloud, this tool allows users to quickly visualize elevation changes and perform measurements within the platform (e.g., identifying water pooling, slopes, crowns, potholes, etc.).
f. Esri integrations and customer support are included.
g. PASER Assessment: Citywide asset assessment of road surface conditions using a PASER-based approach will be extracted from the new city-wide high resolution street level imagery.
h. Includes two hours of web-based training.
i. Access to and use of the Professional Services is subject to the Customer's acceptance of the Cyclomedia End User Terms and Service Schedule (see attached License Agreement).

1.2. Software

Customer staff will have unlimited login access to GeoCycloramas via the Street Smart web application for the duration of the license term. Staff with appropriate Esri™ licenses may also access GeoCycloramas through Street Smart for ArcGIS and the Street Smart Experience Builder Widget.

2. Fee Schedule

- Prices are valid 90 days from the issue date of this Statement of Work.
- Pricing is subject to change if the contract is not fully executed within 120 days of the Statement of Work issue date.

2.1. Professional Services

Base Project Item	Count	Item Estimate
Citywide GeoCyclorama Capture	830 miles	$107,900.00
Elevation Tool	830 miles	$4,150.00
StreetSmart Plug-in, API, Support	Enterprise use	$2,500.00
Base Project Total		**$114,550.00**

Feature Extraction	Count	Item Estimate
PASER – Pavement Analysis	830 miles	$86,400.00
Returning Customer Discount		($10,000.00)
PASER Total		**$76,400.00**

* The Customer will be invoiced based on the actual number of miles published. Any mileage published in excess of 830 miles will be invoiced based on the per-mile pricing ($130.00 per mile) for 3D GeoCyclorama Imagery with LiDAR*,($5.00 per mile) for the Elevation Visualization Tool , and ($80.00 per mile) for PASER – Pavement Analysis.

Annual License Costs
The License Agreement allows for access to the imagery and software for the term of the agreement from the final imagery delivery date. Should the client decide after that time not to have Cyclomedia collect new street level data but wishes to continue to access the imagery captured, there is a $15.00 per mile annual fee (PER YEAR of License/Hosting), $5,00 per mile fee for activation of the Elevation tool, and an annual fee for the Esri plug-in/API of $,2,500.00 based on the final project mileage delivery. Current mileage estimate is 830 miles, and an estimated annual fee for licensing and hosting would be $19,100.00.

NOTE: If the Customer does not choose to purchase 3D GeoCycloramas with LiDAR Point Cloud Integration and Hosting, they will be required to download the LiDAR point cloud data within 60 days of availability. A premium fee will apply if Cyclomedia is requested to host the LiDAR point cloud data over the license term.

2.2. Invoicing

Cyclomedia Technology Inc. will invoice according to the following terms:

- 30% of Imagery for mobilization: $32,370.00
- Remaining 70% of the Imagery, Elevation tool, and ESRI Integrations upon full publishing of the imagery, approximately $82,180.00, based on actuals.
- Data Insights invoiced upon customer acceptance or five (5) calendar days after delivery, whichever occurs first: $76,400.00, based on actuals.
- Payment terms: Net 30

3. Corporate Information

Legal Entity	Cyclomedia Technology, Inc.
Business Address	8215 Greenway Blvd, Suite 300 Middleton, WI 53562
General Contact Information	administration-us@cyclomedia.com 608.830.5434
Point of Contact	Darren Cottage Executive Vice President US Sales dcottage@cyclomedia.com 802.359.2369

3.1. Cyclomedia Technology, Inc. Project Team

William Wetzel, Account Executive	bwetzel@cyclomedia.com	630.815.6520
Andrew Bohnsack, Data Capture Projects Mgr.	abohnsack@cyclomedia.com	360.502.3923
Jill Scharbarth, Solution Engineer	jscharbarth@cyclomedia.com	608.774.4412
Kethleen Casey, Data Delivery Manager	kcasey@cyclomedia.com	608.931.2770

3.2. Cyclomedia Content

Our patented technology creates a GeoCyclorama™ which is a spherical 360-degrees panoramic image. More than just pictures, GeoCycloramas provide an immediate and comprehensive overview of the geography. GeoCycloramas are recorded every five (5) meters (approximately 16.4 ft.); providing multiple viewing perspectives of all objects.

3.3. Software

3.3.1. Street Smart™

This interactive web viewer built on HTML5 technology provides cloud access to GeoCycloramas and tools.

- Use Street Smart on the desktop
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the
- Street Smart API
- Where historical GeoCycloramas exist, “time travel” to see previous dates
- Save GeoCyclorama views as images

3.3.2. Street Smart Experience Builder Widget for ArcGIS

Bring GeoCyclorama display into applications created using Experience Builder with the Street Smart widget.

- Add recording point layer to web map used in the application
- View GeoCycloramas
- Where historical GeoCycloramas exist, “time travel” to see previous dates
- Save GeoCyclorama views as images
- Edit feature layers in the web map with the measurement tool or enable ad hoc measuring

3.3.3. Street Smart for ArcGIS Pro

Visualization, measurement and overlay tools within ArcGIS Pro allow you to fully leverage the power of GeoCycloramas within your existing ArcGIS environment.

- Open GeoCycloramas from a recording point layer added to the map
- View one or multiple GeoCycloramas
- Measure on GeoCycloramas
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D
- Save GeoCyclorama views as images

3.3.4. Hosting

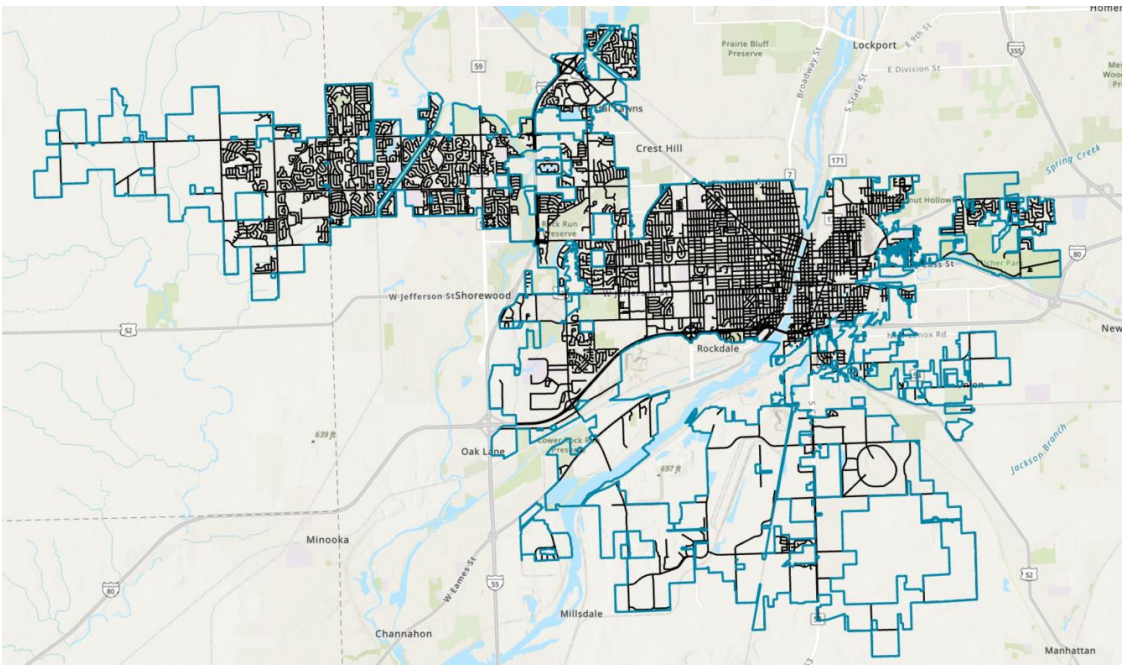
- Street Smart Cloud – Secure, scalable hosting service managed by Cyclomedia is included with the Project. Cyclomedia processes and stores GeoCycloramas in the Microsoft Azure Cloud.
- Street Smart Administrator – The named administrator can view the settings and statistics for the customer account in the Street Smart account tool. New accounts, restrictions and permissions are managed by Cyclomedia.

- For active customers with multiple data collections, the two most current GeoCyclorama collections are stored as high-definition 100-megapixel images. Unless prior arrangement is made, older years are resampled to 11 megapixels.

3.3.5. Developer Tools
Street Smart APIs are industry standard Javascript APIs. Documentation, code examples and support are available through our website.

3.4. Acquisition
Cyclomedia's solution will provide the Customer with high resolution, 100-megapixel images captured every 5-meters with high accuracy. Multiple images will be available in which to view, analyze, and measure assets.

In order to determine the proper coverage, Cyclomedia will refer to the Shapefiles provided by the Customer that delineate the area to be driven in one or multiple passes. The Cyclomedia vehicle is equipped with a tracking device. This enables Cyclomedia managers to login and track the location of the driver.



Images will not be collected during rainstorms, dust storms, with snow cover, at night or during any other environmental factors that will obscure the image quality and detail. It is Cyclomedia's standard operating procedure that imagery is only collected when the sun angle is at least 12-degrees above the horizon and with minimal moisture in the environment.

4. Production

During the image production phase, Cyclomedia will ensure that the imagery is of high quality and meets internal quality control standards for imagery including, at a minimum, images will be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360-degrees image. Our patent portfolio enables Cyclomedia alone to construct geometrically correct 360-degrees images from a moving vehicle, creating distortion-free street level imagery. Our unmatched location fidelity, with an average standard deviation across projects of 10 cm and approximately 3.9-inches allows our imagery to become a valuable GIS asset.

The five images captured by our camera unit at each recording point are prepared for editing including adjustment for white balance, chromatic aberration, de-mosaicking (color filter array interpolation), color artifacts reduction and tone mapping and then combined into a 360-degrees view. Several different image operations are performed on the 360-degrees image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.

The LiDAR data is processed to produce a depth surface for Cyclomedia's Measure Smart technology. Measure Smart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas. Measure Smart makes measuring quicker and easier.

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after the automated reporting or after visual inspection. Examples of problems that are caught by the quality control process are over or underexposure, wide class differences between the front and rear camera, or high inaccuracy in the position. In addition, systematic series of images are randomly checked for visible defects, such as dirt or water on the lenses or low sun angle glare. Quality control requires that images in urban areas are visually inspected every tenth image and those in outlying areas are inspected every tenth image. In addition, the team will also check whether the recordings completely cover the project area.

This completeness check is done based on the recording locations compared with the Customer's map or Open Street Map data stored by default in Street Smart. Images that have been rejected or areas that are missing will be redone in the rework process.

5. Schedule and Delivery

Cyclomedia will plan, drive, process, and perform quality control on the imagery commencing as soon as practical following the signing of this document.

A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas. Collection of this project will include contingency time for bad weather and missed days. Cyclomedia will make images accessible approximately three to six weeks after the start of image collection.

5.1. Data Dictionary

A project kickoff meeting is usually scheduled within the two weeks following the fully executed agreement or the official notice to proceed. During the kickoff meeting the standard definitions of each of the assets in the data dictionary and the attributes of each of them will be reviewed by Cyclomedia and the Customer. At the completion of this kickoff meeting, Cyclomedia will send an email to the Customer confirming that the standard assets and attributes have been reviewed and agreed upon. The Customer is required to acknowledge confirmation by email that this has been completed, and the Customer agrees. Any delays in receipt of the acknowledgement beyond three business days may result in a delay to the total project schedule.

Attribution Details

Attribute	Description	Data Type
Unique ID	Unique Cyclomedia identifier. (Ex: 8437105397817962039 OR GUID format ex. 49bd3867- f80d-4b11-9d54-5f36350164aa)	Text
Customer ID	Customer provided roadway ID, facility ID, etc.	Text
PASER Rating	Condition rating based on PASER standards. 1-10 rating for Concrete / Asphalt roads. 1-4 rating for Block Paving roads	Double
Surface Type	Asphalt, Concrete or Block Paving	Text
Recording Date	Date and time the Cyclorama used for the recording was captured. (Ex: 2020-09-19 20:52:40.550)	Date
Street Smart URL	URL where the image can be found in Street Smart	Text

Choice list Options

Attribute	Choice List Options
PASER Rating	1-10 rating for asphalt and concrete roads. 1-4 rating for Block Paving roads
Surface Type	Asphalt, Concrete, Block paving

If there is any lack of agreement, the sale staff will engage with the Customer to work out a written change order for the additional cost of non-standard assets or non-standard attributes. After the change order is fully executed, the process of confirming the revised data dictionary will begin again until Cyclomedia and the Customer have acknowledged agreement by email. Once there is acknowledged agreement of the data dictionary and all assets, the project will be scheduled.

5.2. Schedule for Data Collection and Publication

The schedule for data collection depends on geographic location, availability of systems and staff, and weather restrictions. Cyclomedia cannot accurately collect any data below 32-degrees F and cannot collect LIDAR with snow on the ground due to reflectivity. Typical schedule times are 3-6 weeks, more during the busy times of the year, or when awaiting snow melt to be complete.

Once initial data collection starts, the project proceeds forward in drive areas. The data is reviewed for quality and completeness by the Cyclomedia team and is then submitted for the automated processing using Cyclomedia's proprietary cloud software. The post-processed data is again reviewed for quality and is then published. The first images through this entire process will be published for the Customer to see approximately 6 weeks after the first drive is completed. Additional imagery will be published in cascading drives, and the final imagery will be published approximately 6 weeks after the final drive is completed. At times, the drives are non-contiguous such as when systems are redeployed due to weather delays and must then be rescheduled to complete the collection process. If the drive collects 95% of the agreed upon area of interest, Cyclomedia may determine that the drive is complete.

After the first several data sets have been published, if included in the contract, Customer training will be scheduled so that the Customer is given instruction on how to access and use the data sets as published.

5.3. Schedule for Data Extraction

Once the imagery is published, the process of extracting creates the data files of the assets and the attributes of each of the items included in the data dictionary. This step cannot begin until after imagery is complete and typically takes 30 days to schedule, but if data collection is part of the project, these 30 days can be covered by the data collection and publication process so that the data extraction can begin soon after publication.

Cyclomedia will prepare an initial data extraction on a small portion of the project (between 10 to 50 miles, or 100 – 200 property images or elevations), known as Phase Zero. This Phase Zero sample will be delivered to the Customer, the delivery manager will review the submittal with the Customer during a project status meeting. The purpose of the status meeting and Phase Zero submittal is to confirm with the Customer that the deliverables are meeting the specifications of the data dictionary. If obvious issues are mutually discovered, the delivery manager will review the data dictionary specifications and take appropriate actions to resolve the issues. The Customer shall have one week to further review the Phase Zero submittal and shall confirm in writing that the Phase Zero deliverable is appropriate for the project. Any issues or concerns by the Customer that the Phase Zero deliverable is not conforming to the approved data dictionary shall immediately be brought to the attention of the deliver manager.

Once the acknowledgement is completed, the data extraction will be scheduled and completed. All further Phase Deliverables will align with the Phase Zero specification.

Two weeks after the final deliverable to the Customer, the project will be deemed accepted.

6. Quality Control

The recording of 3D Cycloramas takes place systematically and on a large scale. However, we do not lose sight of the details, and we strive for the maximum coverage in each recording area. The recording area is agreed upon with the customer before capture and will define the locations where images will be recorded. On roadways divided by a median, the images are recorded in both directions. We photograph all paved public roads. Private properties and Risk areas are excluded from capturing. Prior to delivery, we check the dataset for its completeness and quality and return to recapture any missing 3D Cycloramas, if necessary.

During capture, parts of the project area can be non-accessible because of construction, etc. Further, 3D Cycloramas can be rejected during the internal quality check. If more than three 3D Cycloramas in a row are missing and redrives are necessary, these streets will be captured again. Cyclomedia will only return for recapturing if more than 2% of the agreed project area is missing or doesn't meet the quality criteria.

6.1. Data Collection

Resolution: Cyclorama / 360-degrees image = 14400 x 7200 pixels (100 MP)

Field of View:

- Horizontal (HFOV): 360-degrees
- Vertical (VFOV): 180-degrees (in which part of the photography vehicle is visible and the lowest 30° is monochrome)

Spatial Pixel Size:
- Cyclorama: 0.025-degree (= 0.44 cm <0.17 in> at 10 m <33 ft> from the capture location)

Positioning Quality:
- The average standard deviation of the position is 10 cm (4 in), while the orientation deviation is 0.1-degree (excluding in long tunnels, forested areas and urban canyons).

Metric Quality:
- Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025-degree for HD-Cyclorama's, and 0.075-degree for standard resolution.
- Precise measurements of objects: X, Y and Z measurements have an average absolute standard deviation of 10 cm (4 in), excluding in long tunnels, forested areas and urban canyons.
- Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of approximately 2 cm (0.79 in)

6.2. Data Extraction

Detection distance of objects:
- Objects > 25cm x 25 cm: up to 10 meters from the car
- Objects > 50cm x 50 cm: up to 30 meters from the car
- Both only when the object is visible in at least 1 image.
- Objects beyond 30 meters do not have a quality specification

Positional accuracy (absolute):
- The average standard deviation of all the measured points is 10 cm or 4" inches (1-σ) in all directions, except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.

Standard completeness/correctness of delivery:
- Goal is 95% of all the specified objects that are visible on the GeoCyclorama, and within distance spec. from the Cyclorama recording locations, are inventoried. Of the objects detected, 95% are expected to be accurately extracted and attributed.
- In tunnels, the objects are only inventoried if there is enough light to take photographs. Also, the positional accuracy will decrease inside tunnels.
- Quality control is done via a statistical process where the number of checks depends on the size of the dataset, based on the AQL method. 100% QA is not performed.

6.3. Conforming Data Quality

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the Customer does not provide written documentation of quality outside of specification within 15 days of delivery to the Customer, that data is deemed acceptance. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

6.4. Cyclomedia Product Specifications

Cyclomedia product offers and solutions are summarized in the above sections. Product specifications that define the details for Customer deliverables are listed below and available as separate PDF documents upon request.
- Street Smart
- 3D GeoCyclorama
- LiDAR Point Cloud
- Blurring Process

- Data Analytics Standards by Vertical
- PASER Assessment

6.5. Other

Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost. If tax cutouts are included in the scope, there are additional requirements from the Customer to provide acceptable data to Cyclomedia to perform the project.

7. Training

Up to two (2) hours of web-based training is included with the license agreement. Please contact Cyclomedia for additional web-based training pricing. A technician is available to answer questions via email or phone for the duration of the license term. Onsite training is available for an additional fee of $1,750/day plus travel expenses.

8. Technical Support

Technical support services, via phone or email, are available via the Cyclomedia Service Desk contact form for all support cases is on our website at: http://www.cyclomedia.com/us/support/contact-service-desk. Typical response/resolution time for tech support inquiries is within 24 hours of initial contact.

9. Final Delivery Report

The Final Delivery Report provides the Customer with a summary of the overall miles driven, areas collected and positional accuracy of the recording points. Each GeoCyclorama has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information. The accuracy of each recording point is reported to the Customer geographically in a heat map as Figure 1 below demonstrates.



Figure 1: Green shows high positional accuracy, red is poor positional accuracy due to minimal GPS/IMU signal under urban canyons and dense vegetation.

This License Agreement ("**Agreement**") is made and entered into as of this 5th day of May, 2026 ("**Effective Date**") by and between Cyclomedia Technology, Inc. ("**Cyclomedia**"), a Delaware corporation with its principal place of business at 8215 Greenway Blvd, Suite 300 Middleton, WI 53562 (USA), and the City of Joliet, Illinois ("**Customer**"), a municipality with its principal place of business at 150 W Jefferson St. Joliet, IL 60432 .

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES' OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. **ENTIRE AGREEMENT**. These terms and conditions ("**Terms**"), together with the Service Schedules and Statement(s) of Work, contain all of the terms and conditions of the agreement between Cyclomedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer's order or other documents of Customer. Cyclomedia's acceptance of Customer's order is expressly conditioned on Customer's acceptance of these Terms, and Customer, upon placing an order, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Service Schedule or Statement of Work, the terms of the Service Schedule will control with respect to the covered Services and the Statement of Work will take precedence and control solely with respect to the Services covered by that Statement of Work.

2. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 "**Authorized Users**" means those individuals authorized by Customer to access the Cyclomedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

2.2 "**Cyclomedia Data**" means the data collected by the Cyclomedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to Cyclomedia Offerings, Image Material, Information Products and configuration settings.

2.3 "**Cyclomedia Offerings**" means the Services as defined in the applicable Service Schedule.

2.4 "**Cyclomedia Property**" means the Cyclomedia Offerings, Documentation, Image Material, Information Products, Cyclomedia Data, Cyclomedia's Marks (including without limitation "Cyclomedia"), Cyclomedia's Confidential Information, all Documentation or data provided by Cyclomedia to Customer under these Terms, and all corresponding intellectual property rights.

2.5 "**Customer Data**" means all data or information provided or submitted by Customer.

2.6 "**Customer Property**" means Customer Data, Customer's Marks, and Customer's Confidential Information and all corresponding intellectual property rights.

2.7 "**Documentation**" means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Cyclomedia Offerings, in digital or printed form.

2.8 "**Image Material**" means the photographs taken from land, air, or water and digital seamless 360-degrees photographs taken at street-level ("(Geo)Cycloramas") related to the Cyclomedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.9 "**Information Products**" means the data, datasets and/or object information and/or change detection data related to the Cyclomedia Offerings in any form, including but not limited to LiDAR data, LiDAR point clouds, 3D data and data regarding objects in the public space, such as traffic signs, road markings, pedestrian ramps and light poles.

2.10 "**Marks**" means any trademarks, service marks and logos, whether registered or unregistered.

2.11 "**Statement of Work**" or "**SOW**" means the form signed by Customer that specifies the Services Customer is purchasing, in the form contained in Exhibit A.

2.12 "**Service(s)**" means the provision of Software, Image Material, Information Products, hosting and maintenance and professional services as described in a Service Schedule and specified in a Statement of Work.

2.13 "**Software**" means the object code version of the Cyclomedia software, whether such software is accessed remotely over the Internet or is provided on media to Customer for use on computing devices under the control of Customer.

2.14 "**Subscription Term**" means the term during which Services are made available to Customer over the Internet, as defined in a Statement of Work.

2.15 "**Third Party Technology**" means the object code version of software or other technology that is licensed by Cyclomedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of Cyclomedia or Customer, as applicable.

3. RESPONSIBILITIES.

3.1 Cyclomedia Responsibilities. Cyclomedia will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Statement of Work.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to be able to access the Cyclomedia Offerings; (iii) will not use the Cyclomedia Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to Cyclomedia any unauthorized use of the Cyclomedia Offerings; and (vi) will comply with all Customer requirements and use guidelines contained in the applicable Service Schedule ("**Use Guidelines**"). Customer shall allow each Authorized User access to the Services on a maximum of three computing devises.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the Cyclomedia Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify Cyclomedia in writing within 3 days of Customer's discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 Cyclomedia Data Collection. The Cyclomedia Offerings may collect certain non-personally identifiable information that resides on Customer's computer system or is generated by Customer's use of the Cyclomedia Offerings, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the Cyclomedia Offerings, and configuration settings. This information may be used by Cyclomedia without restriction.

3.5 Subcontractors; Third Party Technology. Cyclomedia shall have the right to use or subcontract with third parties to provide the Cyclomedia Offerings; provided, however, that Cyclomedia is not released from responsibility for its obligations under these Terms. Cyclomedia shall have the right to use any Third Party Technology in the Cyclomedia Offerings, and such Third Party Technology incorporated in the Cyclomedia Offerings may be subject to the terms and conditions of the third party.

3.6 Delivery. Any delivery dates set forth in the applicable Statement of Works are estimates only and Cyclomedia reserves the right to readjust delivery dates without liability; provided, however, that Cyclomedia shall use commercially reasonable efforts to provide or deliver all Cyclomedia Offerings on or before any applicable delivery dates. Cyclomedia may provide or deliver any Cyclomedia Offerings in whole or in installments.

3.7 Change Orders. If either party wishes to change the scope or performance of the Cyclomedia Offerings, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Cyclomedia Offerings arising from the change; (c) the likely effect of the change on the Cyclomedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

3.8 Acceptance. In the event parties have not agreed on an acceptance procedure, the Cyclomedia Offerings are deemed accepted upon delivery. If an acceptance procedure has been agreed upon, the acceptance period shall amount to five (5) calendar days after delivery of the Cyclomedia Offerings or, if the parties have agreed in writing that Cyclomedia shall deliver the Cyclomedia Offerings in phases, after completion of the phase in question. In the event that parties have agreed to an acceptance period as set forth in this section, the Cyclomedia Offerings shall be deemed to have been accepted by the Customer when: a) Customer notifies Cyclomedia before the end of the acceptance period that the Cyclomedia Offerings are accepted; b) Customer makes use of any of the Cyclomedia Offerings in its work processes; or c) Cyclomedia has not within the acceptance period received a written notice from the Customer identifying specifically any basis for not approving the Cyclomedia Offerings. If the Customer does not accept the Cyclomedia Offerings, the Customer and Cyclomedia will draft a list of errors preventing acceptance and Cyclomedia will remedy these errors within a reasonable time. When Cyclomedia has not succeeded in remedying all errors within a reasonable period, parties will discuss any possible next steps.

cyclomedia
Geo Data Driven Insights

4. FEES AND PAYMENT.

4.1 Payment. The fees related to the Cyclomedia Offerings are included in the Statement of Work. Cyclomedia will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) days from the date of the invoice, unless the parties otherwise agree in writing. The Statement of Work may include an estimate of the quantity of Image Material and/or the Information Products to be provided and the fees related thereto which takes into account the provided Customer Data. The actual quantity of Image Material and/or Information

Products to be provided may result in a fee adjustment. The Customer is aware of this and Cyclomedia will inform the Customer thereof as fully as possible. If Customer reasonably and in good faith disputes any invoice, Customer will notify Cyclomedia in writing of its objection within 10 days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Statement of Work will bear interest at a rate equal to the lower of [1.5%] per month or the maximum rate of interest under applicable law. All costs incurred for collection and bank charges will be paid by Customer. Customer will be billed all applicable taxes in addition to the fees outlined in the applicable Statement of Work. Customer shall have no right to set off against amounts which may become payable to Customer under these Terms. Cyclomedia will apply all payments first to any unpaid costs and fees, then to any accrued and unpaid interest, and the balance to payments due under any invoices in inverse order of their dates.

4.2 Suspension of Services. If Customer's account is 10 days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time Cyclomedia believes in good faith that the prospect of payment is impaired, in addition to any of its other rights or remedies, Cyclomedia reserves the right to immediately suspend Services and Customer access to the Cyclomedia Offerings, without liability, until Customer pays all overdue amounts in full or in Cyclomedia's sole judgment provides adequate assurance of Customer's ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve Customer of its obligation to pay the total fees owed.

5. TERM; TERMINATION; CHANGES.

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under a Statement of Work (the "Term").

5.2 Termination for Cause. A party may terminate these Terms or any Statement of Work for cause: (i) 30 days following written notice to the other party of a material breach, provided such breach remains uncured; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Cyclomedia may terminate these Terms or any Statement of Work immediately upon a violation of the applicable Use Guidelines.

5.3 Effect of Termination. Upon termination of these Terms or a Statement of Work, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 days after Cyclomedia's notice requesting renegotiation: (a) Cyclomedia may, on a prospective basis after such 30 day period, pass any increased costs on to Customer; and (b) if Cyclomedia does so, Customer may terminate the affected Service on notice to Cyclomedia delivered within 30 days.

6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 Cyclomedia Property. Title to and ownership of all intellectual property rights relating to the Cyclomedia Property will at all times remain with Cyclomedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by Cyclomedia, Customer, or a third party.

6.2 Customer Data. As between Cyclomedia and Customer, all Customer Data is owned by Customer. Customer grants Cyclomedia a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, Cyclomedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the Cyclomedia Offerings identified in the applicable Statement of Work. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by Cyclomedia.

7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Without limitation, the Cyclomedia Offerings and Cyclomedia Data are Cyclomedia Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii) is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

cyclomedia
Geo Data Driven Insights

8. LIMITED WARRANTY.

8.1 Cyclomedia Offerings. Cyclomedia warrants the Cyclomedia Offerings will operate in substantial conformity with the applicable Service Schedule and Documentation provided by Cyclomedia to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) calendar days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and Cyclomedia's sole obligation, will be for Cyclomedia to correct the reported nonconformity within a commercially reasonable period, as may be further described in the applicable Service Schedule. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. Cyclomedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits Customer's accessibility to the Cyclomedia Offerings, and that on-line services are not guaranteed to be error-free. By using the Cyclomedia Offerings, Customer accepts all responsibility and risk associated with the use of the Cyclomedia Offerings and the Internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.*

9. LIMITATION OF LIABILITY.

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS.

9.2 Limitation of Action. Except for actions for nonpayment or liability arising from Section 10, no claim, suit, action or proceeding relating to these Terms may be brought by either party more than 2 years after the cause of action has accrued.

10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the Cyclomedia Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the Services, the parties agree that Cyclomedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall be responsible for discovering and reporting such error, payment of any and all fees and expenses incurred by Cyclomedia due to such error, payment for any additional Services to be performed by Cyclomedia due to such error and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. INDEMNIFICATION.

11.1 Indemnification by Customer. Customer will indemnify, defend and hold harmless Cyclomedia, its directors, officers, employees, and agents, against all costs, liabilities, losses, fines and expenses (including, but not limited to, reasonable attorneys' fees) arising from any government investigation or enforcement and/or third party claim, suit, action, or proceeding (each, an "**Action**") relating to (i) Customer's violation or alleged violation of any applicable Regulation or a breach of any warranty in Section 10, (ii) Customer's breach of Sections 3.2 or 3.3 or the applicable Service Schedule, or (iii) Customer's violation or alleged violation of any contractual or legal obligation to a third party. Customer will pay all costs and damages incurred by Cyclomedia in any Action, or those costs and damages agreed to in a monetary settlement of such Action.

11.2 Indemnification by Cyclomedia. Cyclomedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. Cyclomedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the Cyclomedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the Cyclomedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.3 Notification and Cooperation. The obligations under this Section are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in the defense.

cyclomedia
Geo Data Driven Insights

12. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or sub-contractor of Cyclomedia who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of Cyclomedia responds to a public advertisement of an open position and is subsequently hired. Violation of this provision will entitle Cyclomedia to assert liquidated damages against Customer equal to fifty percent (50%) of the solicited person's annual compensation and all reasonable legal fees incurred by Cyclomedia in enforcing its rights under this Section.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the laws of the State of Illinois and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state and federal courts in Illinois , and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit Cyclomedia from instituting an action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its intellectual property rights.

14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL.** ***Assignment***. These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party. ***Notices***. Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Statement of Work. ***Force Majeure***. Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. ***Modifications; Severability; Waiver***. Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. ***Counterparts.*** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

cyclomedia
Geo Data Driven Insights

SERVICE SCHEDULE
Street Smart Cloud - Software as a Service ("SaaS")

This Service Schedule applies in addition to the General Terms and Conditions ("**Terms**") to the provision of Street Smart Cloud, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

1. Definitions. In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 "**Cyclomedia Site**" means the website provided by Cyclomedia to Customer so it may access Street Smart, Information Products and Image Material on a remote basis.

1.2 "**Subscription Fee**" means the annual fee for a Street Smart Cloud Subscription.

1.3 "**Subscription Start Date**" means the date that the Statement of Work is submitted or is otherwise identified on the Statement of Work.

1.4 "**Subscription Term**" means the period defined in the applicable Statement of Work.

1.5 "**System**" means the computers, servers and related equipment used by or on behalf of Cyclomedia to provide access to the Services.

2. Cyclomedia Responsibilities. Cyclomedia will provide access to the Cyclomedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the Cyclomedia Site and Customer Data as set forth in this Schedule and the Terms. Cyclomedia will make reasonable efforts to make the Cyclomedia Site available to the Customer twenty-four hours a day, seven days a week.

3. Customer Responsibilities. Customer (i) will upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to access the Cyclomedia Offerings; (iii) is solely responsible for providing adequate security of Customer's internal systems, Customer Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

4. Use Guidelines. Customer will use the Services including any (downloaded) Image Material or Information Products and adaptions, modifications, derivative works, additions or extensions thereof, solely for its internal business purposes and the specific purposes agreed upon in writing and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Cyclomedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the Cyclomedia Offerings, (iv) transfer to third parties or permit third parties to use Customer's user name and password or Cyclomedia Property, (v) disclose the Image Material or the Information Products or adaptions, modifications, derivative works, additions or extensions thereof to the public (including all conceivable Internet applications), (vi) systematically download the Image Material and/or the Information Products, (vii) use the Image Material and/or the Information Products for systematic extraction, inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "Data Analysis") for commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing, selling, alienating, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever. (viii) use the System or the Services for any acts that are contrary to any applicable Regulations, or (ix) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of Cyclomedia's Marks when copying such Documentation.

Cyclomedia may immediately suspend all access to the Cyclomedia Site and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services. If the Customer intends to use the Services including any (downloaded) Image Material or Information Products and adaptions, modifications, derivative works, additions or extensions thereof, for purposes other than those agreed upon pursuant to this Article, the Customer will request Cyclomedia in writing for its upfront approval of such intended purposes. Approval by Cyclomedia will be at her sole discretion but shall not be unreasonably withheld. Upon reasonable notice to Customer, Cyclomedia may audit and inspect the use of the Services by the Customer in the event Cyclomedia reasonably suspects a misuse of the Services. Customer will give Cyclomedia access to its facilities, offices, and any information needed by Cyclomedia to evaluate the use of the Services and Customer agrees to correct any deficiencies found during an audit at its expense.

5. Management of Services. Cyclomedia is at all times entitled to make changes in the log-in procedure. Cyclomedia will notify Customer about such changes as soon as possible. Without prior notice being required, Cyclomedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from Cyclomedia.

6. Payment. Customer shall pay the agreed-upon Subscription Fee in advance. Cyclomedia may change its fees from time to time; provided, however, that Cyclomedia shall provide 30 days written notice of any change in fees. In the event that Cyclomedia increase its fees pursuant to this Section, Customer shall have the right to terminate its current Statement of Work effective the date of such change in fees. Customer's obligation to payment of fees remains in full force and effect during any periods when the Services are inoperable.

7. Suspension of Service. Cyclomedia has the right to suspend, terminate, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of Cyclomedia or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

8. Effect of Termination. Customer has (30) days after the effective date of termination of this Agreement, or after the termination of a Statement of Work, to return or destroy any Confidential Information of Cyclomedia. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

9. Warranty. Cyclomedia warrants that the Cyclomedia Offerings will operate in substantial conformity with the Documentation. Cyclomedia does not guarantee that Customer's access to or use of the Cyclomedia Offerings will be uninterrupted or error-free.

In Witness Whereof, the parties have executed this Agreement.

Cyclomedia Technology, Inc.	**City of Joliet, Illinois**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 233-26

File ID: 233-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/07/2026

Department: Public Works **Final Action:**

Title: Award of a Professional Services Contract for Roadway Mapping and Pavement Analysis / Condition Classification to Cyclomedia Technology Inc., in the Amount of $190,950.00

Agenda Date: 05/05/2026

Attachments: Cyclomedia PSA.docx, CyclomediaSOW_JolietCapturePASER_April2026_mjs_3-27-26.docx

Entered by: gruddy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Greg Ruddy	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 234-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract No. 2975-0426 for the Public Utilities Department Generator Purchase to Metropolitan Industries in the Amount of $349,302.00

BACKGROUND:
The City of Joliet Department of Public Utilities utilizes multiple backup generators to provide emergency power during outages for various facilities. City staff evaluated the current inventory and identified the need for a standby generator at the Eastside Wastewater Treatment Plant and a portable generator that could be used at multiple facilities. A set of specifications was prepared by the City's staff for the purchase of the generators.

The Public Utilities Department Generator Purchase contract was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:
On Friday, April 10, 2026, at 10:00 a.m., one (1) sealed bid was opened and read in the City Hall Conference Room 1 for the Public Utilities Department Generator Purchase. The bid summary is as follows:

CONTRACTOR	BID AS READ
Metropolitan Industries	$349,302.00
Engineer's Estimate	$350,000.00

The low bid by Metropolitan Industries is .03% below the engineer's estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Plant Ops Admin / Equipment (Org 50180310, Object 557500, $349,302.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award Contract No. 2975-0426 for the Public Utilities Department Generator Purchase, in the amount of $349,302.00, to Metropolitan Industries.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 234-26

File ID: 234-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract No. 2975-0426 for the Public Utilities Department Generator Purchase to Metropolitan Industries in the Amount of $349,302.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 235-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint to Dynamic Industrial Services in the Amount of $327,600.00

BACKGROUND:
The Eastside Wastewater Treatment Plant utilizes six (6) final clarifiers to treat wastewater. Clarifiers 1-3 which were originally installed in 1969 and last rehabilitated in 2008 have started to rust. A set of specifications was prepared by City staff for repainting clarifiers 1-3, and the project was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:
On Friday, April 10, 2026, at 10:00 a.m., four (4) sealed bids were opened and read out loud for the Eastside Wastewater Treatment Plant Final Clarifier Repaint. The bid summary is as follows:

CONTRACTOR	BID SUMMARY
Dynamic Industrial Services	$327,600.00
Era-Valdivia Contractors Inc.	$368,400.00
GP Maintenance Services	$435,000.00
Capital Industrial Coatings	$483,300.00
Engineer's Estimate	$456,500.00

The low bid by Dynamic Industrial Services is 29% below the engineer's estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Eastside WWTP / Construction (Org 50180802, Object 557200, $327,600.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint, in the amount of $327,600.00, to Dynamic Industrial Services.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 235-26

File ID: 235-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint to Dynamic Industrial Services in the Amount of $327,600.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 236-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation to Dahme Mechanical Industries Inc. in the Amount of $68,888.00

BACKGROUND:
The Eastside Wastewater Treatment Plant utilizes six (6) slide gates to isolate the final clarifiers. The gates are almost 40 years old and are beginning to fail. A set of specifications was prepared by City staff for the installation of the new gates which were pre-procured by the City due to lead time requirements, and the project was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:
On Friday, April 10, 2026, at 10:00 a.m., one (1) sealed bid was opened and read out loud for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation. The bid summary is as follows:

CONTRACTOR	BID SUMMARY
Dahme Mechanical Industries Inc.	$68,888.00
Engineer's Estimate	$72,500.00

The low bid by Dahme Mechanical Inc. is 5% below the engineer's estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Eastside WWTP / Construction (Org 50180802, Object 557200, $68,888.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifiers Slide Gates Installation, in the amount of $68,888.00, to Dahme Mechanical Industries Inc.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 236-26

File ID: 236-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation to Dahme Mechanical Industries Inc. in the Amount of $68,888.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 237-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract No. 2979-0426 for the Well 18D Rehabilitation to Great Lakes Water Resources Group in the Amount of $220,907.00

BACKGROUND:
Well 18D was originally drilled in 1998 by Layne Christensen Company Inc. and was last serviced in 2021. Due to the age of the equipment and the reduced pumping capacity, the well equipment needs to be removed for further evaluation. A set of specifications was prepared by City staff for the rehabilitation of the well, and the Well 18D Rehabilitation Project was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:
On Friday, April 10, 2026, at 10:00 a.m., two (2) sealed bids were opened and read out loud for the Well 18D Rehabilitation Project. The bid summary is as follows:

CONTRACTOR	BID SUMMARY
Great Lakes Water Resource Group, Joliet, IL	$220,907.00
Water Well Solutions Illinois LLC, Elburn IL	$224,962.00
Engineer's Estimate	$265,800.00

The low bid by Great Lakes Water Resources Group is 17% below the engineer's estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Water Supply / Construction (Org 50180011, Object 557200, $220,907.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award Contract No. 2979-0426 for the Well 18D Rehabilitation, in the amount of $220,907.00, to Great Lakes Water Resources Group.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 237-26

File ID: 237-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract No. 2979-0426 for the Well 18D Rehabilitation to Great Lakes Water Resources Group in the Amount of $220,907.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 238-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approve Payment of the 2026 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of $25,140.08

BACKGROUND:
The City of Joliet has been a member of the Lower DuPage River Watershed Coalition since 2011. The Lower DuPage River Watershed Coalition consists of approximately 12 entities who have joined together to conduct water quality sampling, negotiate permit conditions, and prepare required planning documents. Participation in the watershed group is a condition of the City's National Pollutant Discharge Elimination System (NPDES) permit for the Aux Sable Wastewater Treatment Plant (WWTP) and is not optional. The benefits of membership in the group are:

- Stronger position to negotiate NPDES permit conditions with Illinois EPA and Environmental Action Groups
- Cost-sharing in watershed data collection and analysis that can assist with permit requirements
- Cost-sharing on Nutrient Assessment and Reduction Plan development which will encompass both point and nonpoint contributions
- Sharing resources to develop outreach materials and trainings to meet MS4 permit requirements
- Pooling resources to obtain expertise, lower cost, and save time.

The Public Service Committee will review this matter.

CONCLUSION:
The 2026 membership fee for the Lower DuPage River Watershed Coalition is $25,140.08.

Funds will be charged to the Water and Sewer Operating Fund / Aux Sable WWTP / Memberships and Dues (Org 50080804, Object 518001, $25,140.08).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve payment for the 2026 membership fee, in the amount of $25,140.08, on behalf of the Lower DuPage River Watershed Coalition.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 238-26

File ID: 238-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Public Utilities **Final Action:**

Title: Approve Payment of the 2026 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of $25,140.08

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 240-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project to Era-Valdivia Contractors Inc. in the Amount of $1,893,000.00 and Award of a Construction Engineering Services Agreement to Dixon Engineering Inc. for the Not-to-Exceed Amount of $158,950.00

BACKGROUND:
The Campbell Street Water Tower was originally constructed in 1950. The current coating system, installed in 2000, has begun to fail at a rapid rate. To ensure the structural integrity of the tower a contract to recondition the tank was prepared. The project scope includes removing all the existing interior and exterior coating, installing a new interior and exterior coating, and various OSHA code compliance upgrades. The new coating system will have a design life of 20-25 years.

The Public Service Committee will review this matter.

CONCLUSION:
The Campbell Street Water Tower Rehabilitation Project was advertised in the Herald News on Thursday, March 26, 2026.

On Friday, April 10, 2026, two (2) sealed bids were opened for the Campbell Street Water Tower Rehabilitation Project. The bid summary is as follows:

Contractor	Lump Sum Bid
Era-Valdivia Contractors Inc.	$1,893,000.00
Neumann Co. Contractors	$2,306.200.00
Engineer’s estimate	$1,617,000.00

The low bid by Era-Valdivia Contractors Inc. is 17% above the Engineer’s Estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Water Supply / Construction (Org 50180011, Object 557200, $1,893,000.00).

Included with this Contract is a Construction Engineering Services Agreement for the Campbell Street Water Tower Rehabilitation Project, for an amount not-to-exceed $158,950.00, on behalf of Dixon Engineering Inc. The construction engineering work requires specialized full-time inspection services that are best suited to be completed by the City’s consulting engineer.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars ($25,000.00) may be awarded without written specifications or bidding 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 Water and Sewer Improvement Fund / Water Supply / Professional Services (Org 50180011, Object 557200, $158,950.00).

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

1. Award Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project, in the amount of $1,893,000.00, on behalf of Era-Valdivia Contractors Inc.

2. Approve the Construction Engineering Services Agreement for the Campbell Street Water Tower Rehabilitation Project, for the not-to-exceed amount of $158,950.00, on behalf of Dixon Engineering Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS **May 5, 2026**, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Dixon Engineering, Inc., (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 – SERVICES OF THE CONSULTANT

1.1 The Project scope of work is defined in the attached Letter Proposal dated April 6, 2026

1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.

1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.

2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.

2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.

2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed **$ 158,950.00**

3.2 Invoices for payment shall be submitted by Consultant to the City, together with reasonable supporting documentation. The City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment to Consultant shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

3.3 Payment to the Consultant for expenses associated with direct costs or reimbursable expenses, as dictated by the Agreement and/or Scope of Services, shall be made upon presentation of receipts for costs or expenses.

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project **within 365 days** of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Consultant shall commence work within ten (10) calendar days of the date of execution of this Agreement or such other time mutually agreed to by the Parties in writing.

4.4 The Consultant may request an extension to compete the scope of work, and the City may grant such extension in a subsequent contract amendment.

SECTION 5 – RIGHTS TO DELIVERABLES

5.1 Deliverables, as defined in the Scope of Work, shall become the City's permanent property upon payment by the City to the Consultant.

5.2 Consultant shall not use photographs of the Deliverables for project competition, awards of any nature, project testimonials, presentations, advertising, proposals, professional papers, public display, or any other use without obtaining prior written approval from the City's representative. Any photographs taken of City property in the execution of the Consultant's work may not be re-used by the Consultant for project competition, awards of any nature, project testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its

lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

6.2 Consultant shall promptly remove any person assigned to perform the Services in the event of notification by the City that he/she is no longer acceptable, irrespective of any prior City consent. Replacement of lead personnel, prior to assignment, will be subject to the City's approval, which shall not be unreasonably withheld.

6.3 A violation by Consultant of paragraph 6.1 and/or 6.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

SECTION 7 – INSURANCE

The Consultant shall maintain for the duration of the Agreement, insurance purchased from a company, or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a SubConsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Consultant as employer, with limits not less than: $1,000,000 per injury – per occurrence; $1,000,000 per disease – per employee; and $1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit $ 2,000,000

Each Occurrence Limit $ 1,000,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit $1,000,000

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions $1,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.

2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.

3. The Consultant's insurance shall be primary in the event of a claim.

4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number P630-1N669205-TIA-25 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement. The Consultant shall also indemnify and save harmless the City from any claims against, or

liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body or the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 9 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the City.

SECTION 10 – MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. The Consultant agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or authorized or approved Change Order as herein provided.

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to

resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Consultant, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Consultant may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

12.2 TERMINATION BY THE CITY

In the event of any breach of this Agreement by the Consultant, the City may, at its option, serve the Consultant with a written seven (7) day notice (from postmark) with the Consultant's option to cure the breach, or the City may engage the services of another Consultant to complete the work and deduct the cost of such completion from any amount due the Consultant hereunder, or the City may either pause or terminate the contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

DIXON ENGINEERING, INC.

By: _____

Name: **Todd Schaefer**

Title: **Project Manager**

Date: _____

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

April 6, 2026

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

Subject: Rehabilitation and Antenna

Dear Mr. Gornick,

Enclosed is the rehabilitation and antenna proposal for the 1,000,000 gallon radial arm (Well 30D) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, B, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit B details our antenna related services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC.,

Todd Schaefer
Project Manager

Enclosure

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of Joliet, Illinois** ("Owner/Client") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner/Client") and ("DIXON") have executed this Agreement. The Owner's/Client's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Phase 4 (Construction), Phase 5 (Post-Construction), and Post Construction Antenna Coordination services for the 1,000,000 Radial Arm (Well 30D)** ("Project") and DIXON's services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of $**158,950**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Todd Schaefer, Project Manager — April 6, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
Co-SIGNATURE of Contract (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Nicholas Gornick	Designated Person: Todd Schaefer
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
City of Joliet	Dixon Engineering, Inc.
150 W. Jefferson Street	4811 S. 76th St., Suite 109
Joliet, IL 60432	Greenfield, WI 53220
Email: ngornick@joliet.gov	Email: toddschaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A

B. Resident Project Representative (RPR): EXHIBIT A

1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.

C. Antenna Services: EXHIBIT B

1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.

D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.

B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.

B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services

D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.

E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   2. EXHIBIT C, Attachments C-1, and C-2.
   3. EXHIBIT E, Electronic Documents Protocol (EDP).
   4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:
   1. EXHIBIT A, DIXON's Services and Client's Responsibilities
   2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
   3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6-Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

DIXON's SERVICES

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:

1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
   a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations.
   b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
   c. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
   d. Review Contractor's Pay Requests.
   e. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
   f. Prepare Substantial Completion and other Construction documents.
2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Client should consider accepting such Work as provided in the Construction Contract Documents.
4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Points - General
   a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
   b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
   c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.

4. Hold Point Weld/Modifications- Observe, Record, Report, and:
   a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
   a. Review abrasive and coating materials for approved manufactures.
   b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
   c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
   d. Review coating mixing, thinning, and manufacturer's application requirements.
   e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
   f. Observe wet interior using high/low voltage holiday detection.
   g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
   a. LPWC for thoroughness and compliance with specifications.
   b. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
   c. Collect spent abrasive for sampling and testing.
   d. Abrasive blast cleaning prior to application of the prime coat.
   e. Prime coat prior to application of the next coat.
   f. Intermediate coat prior to application of the stripe or topcoat.
   g. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Verify test area for high /low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
   b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   c. Abrasive blast cleaning prior to primer application.
   d. Prime coat prior to application of the epoxy intermediate coat.
   e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
   f. Urethane intermediate coat prior to application of the topcoat.
   g. Topcoat for compliance with specifications.
   h. Check foundations coating for compliance with specifications.
   i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   a. LPWC for thoroughness and compliance with specifications.
   b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
   c. Abrasive blast cleaning prior to application of the prime coat.
   d. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.
   e. Spot prime coat prior to application of the intermediate coat.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

f. Intermediate coat prior to application of the stripe or topcoat.
g. Stripe coat prior to application of the topcoat.
h. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.

9. Hold Point Cathodic Protection - Observe, Record, Report, and:
   a. Cathodic protection repair/installation work for specification compliance.
10. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.
   b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
   c. Complete observation of immediate neighbors from air for any possible roof damage.
   d. Observe the installation of screens, light bulbs, etc.
   e. Observe Site for restoration to pre-project conditions.
   f. Formulate a punch list of items to complete.
   g. Create a second punch list if needed before finalization.
   h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

A. Basic Services:

1. One Year Warranty Observation - ROV and Exterior:
   a. Review all steel and/or concrete repairs completed during Construction Phase.
   b. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
   c. Review all dry interior surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
   d. Review exterior surfaces for coating failures. If any coating "fails" to meet warranty requirements, quantify all findings for presentation to Contractor.
   e. Review all exterior appurtenances for damage due to corrosion or construction.
   f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
   g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format with photos and photo descriptions.

B. Post Construction Phase – RPR Services

1. Detailed above if repairs are needed.

C. Post Construction Phase – Client's Responsibilities:

1. Warranty Observation - ROV Observation:
   a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
   b. Perform chlorine residual and bacteriological testing after completion of observation.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Client's direct expenses are "set-off" costs and may be retained and withdrawn from any money still retained from Contractor's final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

ANTENNAS ON TOWERS - DIXON SERVICES and OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:

B1.00 General:

A. Almost all towers have antennas, some only small SCADA, local 911, or internet antennas. If work is to be completed around these antennas they need to be protected or temporarily removed. Decisions and directives need to be issued early in the Design Phase. If the antennas must be removed, this is the time to make modifications. This Work can be completed by DIXON or Owner. There is a long lead time for most removals, so it is important to get written commitment from the Carriers as to a schedule. DIXON will provide Antenna Contract Administration and field observation as delegated below. If Owner will complete the services – responsibility is to be defined as total or partial for all items below as between Engineer responsible and Owner responsible.

B1.01 Post Construction Phase - Antennas:

A. Review design modifications/improvements (by others) for reinstallation of the T-Mobile equipment back onto the tank after the rehabilitation/painting project is completed.

B. Assist the Owner on an as-needed basis in coordinating reinstallation of the T-Mobile equipment back onto the tank after the rehabilitation/painting project is completed.

C. Conduct three (3) reinstallation inspections of the tank once the T-Mobile has been reinstalled back onto the tank after the rehabilitation/painting project is completed.

B2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above as a DIXON supplied service and/or delegated as a Responsibility of Client in Part B1 will be considered an Additional Service.
   1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
   2. If timing or other reason require the Client to reallocate responsibility to DIXON, then those reallocated responsibilities are treated as an Additional Service.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

A. Standard Hourly Rate (SHR) Method:
   1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
      a. Overtime rates apply to over 40 hours worked between Monday and Friday.
      b. Overtime rates apply for all hours worked on weekends and holidays.
      c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
   2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
      a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
   3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
      a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
         1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
         2) The estimator then calculates Reimbursable Expenses based on the same criteria.
         3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
B. The Lump Sum Method:
   1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
   2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.

C. The Unit Price Method:
   1. Reimbursable expenses are calculated and included in Unit Prices.
   2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in EX C Attachment 1.
B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
   1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
      a. Excessive submittal review,
      b. Excessive evaluations of proposed substitutes,
      c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
      d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
   1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
   2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
   3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
B. Annual Cost Adjustment – January 1 each year.
   1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
   2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
   3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
B. Invoices are due and payable within 30 days of receipt.
C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
   1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

H. Disputed Invoices*:* If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.

B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

A. Minimum Hourly and Weekly requirements.

1. Daily RPR Services -8 hours per day plus travel time and mileage.
2. Full Time RPR Services:
   a. Minimum workday - 8 hours.
   b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
   c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
   d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
   e. Actual Mobilization and Demobilization Time and Reimbursable Expenses. Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **One Hundred Fifty-Eight Thousand, Nine Hundred, Fifty Dollars, $158,950** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04- Preconstruction Meeting	1	$1,350	$1,350	Unit Price
A1.04- Cathodic Protection Services	1	$1,500	$1,500	Unit Price
A1.04- PA, Basic, & Other Defined Services			$7,500	Lump Sum
A1.04- RPR Weld Observation	10	$1,650	$16,500	Unit Price
A1.04- RPR Coating Observation	78	$1,500	$117,000	Unit Price
A1.05- Warranty Observation			$4,150	Lump Sum
B1.01 A- Antenna Design Review			$1,500	Lump Sum
B1.01 B- Antenna Reinstallation			$3,600	Standard Hourly Rate
B1.01 C- Antenna Inspections	3	$1,950	$5,850	Unit Price
		TOTAL:	$158,950	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate
Principal	$515.00	
Officer/Associate	$215.00	
Project Manager	$200.00-$225.00	$300.00-$338.00
Engineer	$225.00-$265.00	$338.00-$398.00
CWI Welding RPR	$220.00-$245.00	$330.00-$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$152.00-$205.00	$228.00-$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$138.00-$178.00	$207.00-$267.00
DIXON Level 1 or AMPP General Level 1 RPR	$128.00-$158.00	$192.00-$237.00
Contract Support Staff	$158.00-$200.00	$237.00-$300.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging & Meals	$195.00 per diem	$195.00 per diem
Meals Only	$65.00 per diem	$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
   1. Basic Requirements
      a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
      b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
      c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
      d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
      e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
   2. System Infrastructure for Electronic Document Exchange
      a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
      b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
      c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.

B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.

Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

GENERAL PROVISIONS and **RELATED CONDITIONS**

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.

B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.

C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.

D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.

E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

A. DIXON's Services and Additional Services do not include:

1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
   1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
   2. DIXON grants Client a limited license to use the Documents on the Specific Project.
   3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
   1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
   2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
   3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
   4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
   5. DIXON shall keep Client informed of the progress of the Work.

B. The purpose of DIXON's visits to the Site including efforts of DRR,
   1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
   2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.

C. DIXON shall not during such visits or as a result of such observations of the Work,
   1. supervise, direct, or have control over the Work,
   2. nor shall DIXON have authority over or responsibility,
      a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
      b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
      c. for the coordination of the Contractors' work or schedules, nor
      d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
      e. for the acts or omissions of any Contractor
      f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.

D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.

E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:
   1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
   2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "Undisclosed" Constituents of Concern.
   3. "Known" Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered "Known" CC.

C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.

D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.

E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.

F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

A. Suspension:
   1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
   2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
      a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
      b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.

B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON: Upon seven days written notice:
      a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
      b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
      c. as the result of the presence at the Site of undisclosed Constituents of Concern.
   3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.

D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.

E. DIXON shall have no liability to the Owner or Client, on account of such termination.

F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.

G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.

B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

A. The limits of liability for the insurance required by the Agreement are as follows:

1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :

a. Worker' Compensation	Statutory
b. Employer's Liability –	
1) Bodily injury, each Accident:	$1,000,000
2) Bodily injury by disease, each employee:	$1,000,000
3) Bodily injury/disease, aggregate:	$1,000,000
c. General Liability –	
1) Each Occurrence (Bodily injury and Property damage)	$1,000,000
2) General Aggregate:	$2,000,000
d. Excess or Umbrella Liability –	
1) Per Occurrence:	$2,000,000
2) General Aggregate	$2,000,000
e. Automobile Liability – Combined Single Limit	$1,000,000
f. Professional Liability - (required only of Engineer Client)	
1) Each Claim Made	$2,000,000
2) Annual Aggregate	$2,000,000

IR1.02 Insurance Requirements

A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.

B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.

B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:

1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.

B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, though, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed $25,000.

IR2.03 Mutual Waiver

A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 240-26

File ID: 240-26 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project to Era-Valdivia Contractors Inc. in the Amount of $1,893,000.00 and Award of a Construction Engineering Services Agreement to Dixon Engineering Inc. for the Not-to-Exceed Amount of $158,950.00

Agenda Date: 05/05/2026

Attachments: Joliet IL Agmt Professional Services_2026 1MG RA Ondeid (002)

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/28/2026	Kevin Sing	Approve	4/27/2026
1	3	4/29/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	5/1/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 242-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Resolution Amending and Authorizing the Execution of an Amended and Restated Development Agreement with Cullinan Joliet, LLC for the Rock Run Crossing Development Project Area

BACKGROUND:
In 2022, the City approved a development agreement to transform acreage at the intersection of Interstates 55 and 80 in Joliet into a premier mixed-use destination. The project included significant infrastructure improvements to support long-term growth and accessibility, including the addition of a full interchange at I-55 and Route 59 and the construction of a bridge over Rock Run Creek. The City issued $100 M in GO bonds to finance public improvements. Since 2022, the developer completed the interchange, some site infrastructure, the casino, industrial uses, and a Chipotle. Construction is ongoing on a 264-unit apartment project.

In 2026, the City has the opportunity to update the agreement in order to strengthen its position and capture the full potential of the Rock Run development in Joliet. The amendment reflects an opportunity to secure a major destination anchor tenant and accelerate the overall project timeline. It is structured to better protect the City by tying incentives to actual performance, shifting more risk to the developer, and incorporating independent financial analysis to guide decision-making. These updates are designed to enhance long-term economic impact, increase regional draw, and ensure the project delivers sustained benefits for the community.

CONCLUSION:
The amended agreement is expected to accelerate development of the site generating $237M in total revenue for the City of Joliet.

RECOMMENDATION:
It is recommended that the Mayor and City Council approve a Resolution Amending and Authorizing the Execution of an Amended and Restated Development Agreement with Cullinan Joliet, LLC for the Rock Run Crossing Development Project Area

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH CULLINAN JOLIET, LLC FOR THE ROCK RUN CROSSINGS REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Joliet, Will and Kendall Counties, Illinois (the "*City*") is a home rule unit of government under the Constitution of the State of Illinois, and pursuant to said constitutional authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-7 4.4-1 *et seq*.), as amended from time to time (the "*Act*"), the City Council of the City (the "*City Council*") adopted the following ordinances on January 5, 2021: (i) Ordinance No. 18164, "An Ordinance Approving the Tax Increment Financing District Eligibility Study and the Redevelopment Plan and Project for the Rock Run Crossings Redevelopment Project Area"; (ii) Ordinance No. 18165, "An Ordinance Designating the Rock Run Crossings Redevelopment Project Area"; and (iii) Ordinance No. 18166, "An Ordinance Adopting Tax Increment Financing for the Rock Run Crossings Redevelopment Project Area"; and

WHEREAS, pursuant to Resolution No. 7780 adopted by the City Council on June 21, 2022, the City and the Developer entered into that certain Development Agreement dated as of June 22, 2022 (the "*Original Development Agreement*"), pursuant to which the City agreed to issue its general obligation bonds to finance the costs of certain improvements to the Rock Run Crossings Redevelopment Project Area (the "*Redevelopment Area*"); and

WHEREAS, pursuant to the Original Development Agreement and Ordinance No. 18383 adopted by the City Council on August 2, 2022 (as supplemented by a Bond Order dated September 15, 2022), the City issued its General Obligation Bonds, Series 2022 (Rock Run Crossings Project) dated September 28, 2022 in the aggregate principal amount of $93,595,000 (the "*Series 2022 Bonds*") to provide funds for the construction of certain infrastructure and improvements to the Redevelopment Area as described in the Original Development Agreement; and

WHEREAS, the Developer has requested the City to modify and restructure the terms of the Original Development Agreement in order to provide for the use and disbursement of the unspent proceeds of the Series 2022 Bonds to complete the construction of certain infrastructure and improvements for the Redevelopment Area, and to provide certain additional economic incentives to reimburse the Developer for its costs associated with the construction of a Dick's House of Sports and other related retail facilities to be located within the Redevelopment Area; and

WHEREAS, the Mayor and the City Council have determined that it is in the City's best interest to authorize the execution of an Amended and Restated Development Agreement, attached hereto and incorporated herein as **Exhibit A**, which amends and restates the terms of the

Original Development Agreement and fully supersedes, repeals and replaces the Original Development Agreement, and have further determined that the approval of the Amended and Restated Development Agreement is protective of the health, welfare and safety of and in the best interests of the City, its residents, property owners, local businesses and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE POWERS 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 Mayor, or his designee, is hereby authorized to execute the Amended and Restated Development Agreement, which is substantially the same as **Exhibit A** attached hereto and incorporated herein, with the Developer. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof. The Amended and Restated Development Agreement may contain certain non-substantive and non-financial modifications from the form attached hereto as **Exhibit A** that are approved by the City's legal counsel.

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 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.

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 5th day of May, 2026.

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A

Form of Amended and Restated Development Agreement

(see attached)

AMENDED AND RESTATED
DEVELOPMENT AGREEMENT

By and Between

CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS

and

CULLINAN JOLIET, LLC,
an Illinois limited liability company

Dated as of May ____, 2026

This agreement was prepared by
and after recording return to:

David L. Reifman, Esq.
Croke Fairchild Duarte & Beres
180 North LaSalle Street, Suite 3400
Chicago, Illinois 60601

TABLE OF CONTENTS

ARTICLE ONE INCORPORATION OF RECITALS 2
ARTICLE TWO DEFINITIONS 2
ARTICLE THREE RULES OF CONSTRUCTION 10
3.1 Grammatical Usage and Construction. 10
3.2 Headings. 10
3.3 Calendar Days. 10
3.4 Exercise of Reasonableness or Reasonable Discretion. 10
ARTICLE FOUR CONDITIONS PRECEDENT TO CITY'S OBLIGATIONS 10
4.1 Completion of Minimum Project. 10
4.2 Compliance Certificate. 11
4.3 Project Information. 11
4.4 Completion Default and Conditional Waiver Thereof. 11
ARTICLE FIVE USE OF REMAINING BOND PROCEEDS 12
5.1 Payment for Land Acquisition Costs. 12
5.2 Use of Bond Proceeds for Completion of Public Improvements. 14
5.3 Interest Not Disbursed. 14
5.4 Business District. 14
ARTICLE SIX CITY NOTES 15
6.1 City Note Number One. 15
6.2 City Note Number Two. 15
6.3 Interest Rate Applicable to City Notes. 16
6.4 Subordinate City Notes. 17
6.5 Restrictions on Payments of City Notes. 17
6.6 Restrictions on Transfer of the City Notes. 17
ARTICLE SEVEN DHOS PROJECT REIMBURSEMENT 18
7.1 DHOS Project Costs. 18
7.2 Clawback and Subordinate Lien Provisions in the DHOS Purchase Agreement. 18
7.3 Assignment of Recapture Agreement and Developer Rights in the DHOS Purchase Agreement. 19

7.4 Terms of Recapture Agreement. 19
ARTICLE EIGHT BOND FINANCING FOR DHOS PROJECT COSTS 19
8.1 DHOS Project Bonds. 19
8.2 Phase One Proceeds. 20
8.3 Phase Two Proceeds. 20
8.4 Terms Applicable to DHOS Project Bonds. 21
8.5 Disbursements of Proceeds of the DHOS Project Bonds. 21
8.6 Requirement of Letter of Credit. 21
ARTICLE NINE REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEVELOPER 22
9.1 Organization and Authorization. 22
9.2 Non-Conflict or Breach. 22
9.3 Financial Resources. 22
9.4 Notice of Violations. 22
9.5 Truthful Information. 23
9.6 No Gifts. 23
9.7 Compliance with Applicable Laws. 23
9.8 Environmental Laws. 24
9.9 Dedication of Public Improvements. 24
9.10 Developer Existence. 24
9.11 Diligent Pursuit of Construction. 24
9.12 Adherence to City Codes. 24
9.13 DHOS Purchase Agreement. 24
ARTICLE TEN REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY 25
10.1 Organization. 25
10.2 Authorization. 25
10.3 Litigation. 25
10.4 Prompt Review. 25
ARTICLE ELEVEN MAINTAINING RECORDS AND RIGHT TO INSPECT 26
11.1 Books and Records. 26

11.2 Inspection Rights. 26
ARTICLE TWELVE INSURANCE 26
12.1 Required Insurance. 26
12.2 Terms of Insurance. 27
12.3 Proof of Insurance. 27
12.4 Survival of Insurance Obligations. 27
ARTICLE THIRTEEN LIABILITY, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS 27
13.1 City Review. 27
13.2 Indemnification of the City. 28
13.3 Developer Defense Expense. 28
13.4 Developer Release and Waiver. 28
13.5 Survival of Liability and Indemnification Provisions. 28
ARTICLE FOURTEEN TERM AND SURVIVAL 29
14.1 Term of this Agreement. 29
ARTICLE FIFTEEN DEFAULTS AND REMEDIES 29
15.1 Developer Events of Default. 29
15.2 Cure Periods. 31
15.3 City Events of Default. 31
15.4 City Remedies for Developer Event of Default. 31
15.5 Developer Remedies for City Event of Default. 32
ARTICLE SIXTEEN LENDER PROVISIONS 32
16.1 Definitions. 32
16.2 Attornment to Mortgagee. 32
16.3 Notice of Default. 32
16.4 Cure Rights. 33
ARTICLE SEVENTEEN TRANSFERS AND ASSIGNMENTS 33
17.1 Conditions Precedent to Developer Right to Transfer. 33
17.2 Transfer to Affiliate. 34
17.3 Mortgagee as Transferee. 34
17.4 Effect of Transfer. 34

ARTICLE EIGHTEEN GENERAL PROVISIONS 34
18.1 Delivery of Notices. 34
18.2 Methods of Delivery. 35
18.3 Governing Law. 35
18.4 Venue and Consent to Jurisdiction. 35
18.5 Time of the Essence. 36
18.6 Recordables. 36
18.7 Recordation. 36
18.8 Consent and Approvals. 36
18.9 Further Assurances. 36
18.10 Force Majeure. 37
18.11 Amendment. 37
18.12 Waiver. 37
18.13 Remedies Cumulative. 37
18.14 Entire Agreement. 37
18.15 Interpretation. 37
18.16 Counterparts. 38
18.17 Disclaimer. 38
18.18 No Personal Liability of Officials of City. 38
18.19 Repealer. 38

Exhibits

Exhibit A – Legal Description of Rock Run Crossings Redevelopment Project Area
Exhibit B – Legal Description of Business District
Exhibit C – Form of Certificate of Substantial Completion
Exhibit D – Form of City Note Number One
Exhibit E – Form of City Note Number Two
Exhibit F – Form of Disbursement Request
Exhibit G – Graphical Description of DHOS Parcel
Exhibit H – Terms of Recapture Agreement
Exhibit I – DHOS Project Budget
Exhibit J – Form of Compliance Certificate
Exhibit K – Schedule for Business District

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "*Agreement*") is made and entered into as of this ___ day of May, 2026, by and between the **CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS**, an Illinois municipal corporation and home rule unit of local government (the "*City*"), and **CULLINAN JOLIET, LLC,** an Illinois limited liability company (the "*Developer*").

RECITALS

WHEREAS, as a home rule unit of government under the Constitution of the State of Illinois and under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-7 4.4-1 *et seq*.), as amended from time to time (the "*Act*"), the City Council of the City (the "*City Council*") adopted the following ordinances on January 5, 2021: (i) Ordinance No. 18164, "An Ordinance Approving the Tax Increment Financing District Eligibility Study and the Redevelopment Plan and Project for the Rock Run Crossings Redevelopment Project Area"; (ii) Ordinance No. 18165, "An Ordinance Designating the Rock Run Crossings Redevelopment Project Area"; and (iii) Ordinance No. 18166, "An Ordinance Adopting Tax Increment Financing for the Rock Run Crossings Redevelopment Project Area"; and

WHEREAS, pursuant to Resolution No. 7780 adopted by the City Council on June 21, 2022, the City and the Developer entered into that certain Development Agreement dated as of June 22, 2022 (the "*Original Development Agreement*"), pursuant to which the City agreed to, *inter alia*, issue its general obligation bonds to finance the costs of certain improvements to the Rock Run Crossings Redevelopment Project Area (the "*Redevelopment Area*") legally described in **Exhibit A** attached hereto; and

WHEREAS, pursuant to the Original Development Agreement and Ordinance No. 18383 adopted by the City Council on August 2, 2022 (as supplemented by a Bond Order dated September 15, 2022, the "*Bond Ordinance*"), the City issued its General Obligation Bonds, Series 2022 (Rock Run Crossings Project) dated September 28, 2022 in the aggregate principal amount of $93,595,000 (the "*Series 2022 Bonds*") to provide funds for the construction of certain infrastructure and improvements to the Redevelopment Area as described in the Original Development Agreement; and

WHEREAS, the Original Development Agreement required that, in order to assure the City that substantial components of the Redevelopment Project will be developed within a reasonable time period, and to induce the City to enter into the Original Development Agreement, to issue the Series 2022 Bonds and to construct the Public Improvements and pay for the Public Project Improvements (as said terms are defined therein), the Developer was to complete the Minimum Project (as defined therein) in the Redevelopment Area by no later than December 31, 2025; and

WHEREAS, the City and the Developer now wish to modify and restructure the terms of the Original Development Agreement to provide for, *inter alia*, (i) the extension of time for the substantial completion of the Minimum Project, (ii) the use and disbursement of the balance of the proceeds of the Series 2022 Bonds for the completion of the Minimum Project and other

infrastructure and improvements for the Redevelopment Area, (iii) the issuance of the City's promissory notes to the Developer to provide partial funding for the construction of site improvements for a Dick's House of Sports ("*DHOS*") and other related retail facilities to be located within the Redevelopment Area, and (iv) the issuance of the City's bonds in one or more series to provide funding for the payment of the construction of the DHOS facility and other related retail facilities to be located within the Redevelopment Area, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City and the Developer have agreed to enter into this Agreement in order to amend and restate the terms of the Original Development Agreement in its entirety, and both parties agree that the terms of this Agreement shall fully supersede, repeal and replace the terms of the Original Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

ARTICLE ONE
INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the City and of the Developer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO
DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

*"**Accounting**" and "**Accounting Date**"* means November 1, 2026 (the "***Commencement Date***") and on the first day of every succeeding November (each, an "***Accounting Date***"), the City shall commence an accounting (each, an "***Accounting***") to determine the amount of the Incremental Property Taxes and Redevelopment Area Sales Taxes that the City has received for each Accounting Year. The first Accounting will encompass the period commencing with the Commencement Date and ending on following October 31, and each subsequent Accounting will encompass the period commencing on every succeeding first day of November and ending on October 31 of the following year (each, an "***Accounting Year***"). The Developer shall assist the City in completing the Accounting by providing, or causing to be provided, to the extent reasonably possible, information which will assist the City in determining the general real estate taxes and Redevelopment Area Sales Taxes which the Redevelopment Area has generated during the

applicable Accounting Year. The City shall cause the Incremental Property Taxes and Redevelopment Area Sales Taxes after each Accounting to be used to provide first, for the payment of the debt service on the Series 2022 Bonds, second, for the payment of the debt service on the DHOS Project Bonds, if issued, third, for the payment of debt service on City Note Number One, and fourth, for the payment of debt service on City Note Number Two, all pursuant to the terms of this Agreement.

"***Affiliate***" means any Person directly or indirectly Controlling, Controlled by or under Common Control with the Developer.

"***Agreement***" means this Amended and Restated Development Agreement.

"***Approved Hotel Operator***" means a hotel operator or a flag similar in quality to Drury Inn, Hilton Garden Inn or Homewood Suites, with a RevPAR of not less than $98 (based on an average daily rate of $150 per night at 65% occupancy), or such other operator of an upper midscale hotel or better as shall be acceptable to the City in its sole discretion.

"***Approved Retailers***" means retailers and tenants of retail space in the New Minimum Project which on a total weighted average basis generate at least $350 per square foot in annual sales. The annual sales per square foot of such retailers and tenants in retail space in the New Minium Project shall be determined with respect to any publicly traded retailers, tenants of retail space in the New Minimum Project as shown on available 10-K reports for such retailers or such other evidence of annual sales as shall be reasonably acceptable to City in its sole discretion. With respect to any non-publicly traded retailers, the annual sales per square foot of such retailers and tenants in retail space in the New Minium Project shall be determined as evidenced either (a) by a certificate from such retailer indicating the number of its stores nationally and showing that the cumulative weighted average sales per square foot for such stores (but only those of which have been open for business in the two most recent years), or (b) with respect to any well-established retailer, by an established and accepted industry source, such as NRF/Kantar, RetailStat or Placer.ai, providing information regarding annual sales that the City is able to review and verify, which information shall show that the cumulative weighted average sales per square foot for such stores (but only those of which have been open for business in the two most recent years).

"***Balance of the Minimum Project***" has the meaning set forth in Section 4.1.

"***Bond Closing Date***" means September 28, 2022.

"***Bond Counsel***" means Croke Fairchild Duarte & Beres LLC or other attorney at law or a firm of attorneys acceptable to the City and the Developer of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"***Bond Fund***" means the Bond Fund created under the Bond Ordinance to be the fund for the payment of principal of and interest on the Series 2022 Bonds pursuant to Section 14 of the Bond Ordinance.

"***Bond Debt Service Coverage***" means, for any year, an amount equal to one hundred and twenty percent (120%) of the aggregate annual debt service payments for such year with respect to the Series 2022 Bonds and, if and when issued, the DHOS Project Bonds.

"***Bond Proceeds***" means the proceeds from the sale of the Series 2022 Bonds.

"***Business District***" means the business district for the Redevelopment Area to be created by the City pursuant to Section 5.4 hereof in accordance with the Business District Act. The legal description of the real property encompassing the Business District is set forth in **Exhibit B** attached hereto and incorporated herein by reference.

"***Business District Act***" means the Illinois Business District Development and Redevelopment Act (65 ILCS 5/11-74.3 *et seq*.)

"***Certificate of Substantial Completion***" means a document substantially in the form of **Exhibit C** attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer's substantial satisfaction of all material obligations and covenants to construct the Partial Minimum Project, the Minimum Project or the New Minimum Project, as the case may be.

"***City Note Interest Rate***" shall mean an annual interest rate equal to the lesser of (a) the Private Financing Rate from time to time, and (b) 8% per annum.

"***City Note Number One***" means the taxable subordinate note, to be substantially in the form attached hereto as **Exhibit D**, in the maximum principal amount of $7,400,000, to be issued by the City to the Developer as provided in Section 6.1. City Note Number One shall bear interest at the City Note Interest Rate and shall mature no later than the City Notes Maturity Date.

"***City Note Number Two***" means the taxable subordinate note, to be substantially in the form attached hereto as **Exhibit E**, in the maximum principal amount of $5,000,000, to be issued by the City to the Developer as provided in Section 6.2. City Note Number Two shall bear interest at the City Note Interest Rate and shall mature no later than the City Notes Maturity Date.

"***City Notes***" means, collectively, City Note Number One and City Note Number Two.

"***City Notes Maturity Date***" means December 1, 2045.

"***Commencement of Vertical Construction***" shall be deemed to have occurred only when construction permits for above ground external walls have been issued by the City and the Developer has actually commenced construction work for such above ground external walls pursuant to such permits.

"***Common Control***" means that two Persons are both controlled by the same other Person.

"***Completion Default***" means the Developer's failure to complete the Minimum Project by December 31, 2025 pursuant to and in accordance with the terms of the Original Development Agreement.

"***Control***" means the ownership (direct or indirect) by one Person of an interest in the profits and capital and the right to manage and control the day to day affairs of another Person. The term "Control" includes any grammatical variation thereof, including "Controlled" and "Controlling."

"***Debt Service Shortfall Years***" means calendar years 2026, 2027 and 2028.

"***Development Project***" means, collectively, the development of the Redevelopment Area in accordance with the terms of this Agreement.

"***Disbursement Request***" means the request for disbursement of Bond Proceeds in the Project Fund in substantially the form attached to the Bond Ordinance as Exhibit A, which form is also attached hereto as **Exhibit F** and incorporated herein by reference.

"***DHOS***" means the Dick's House of Sports retail concept owned and operated by Dick's Sporting Goods, Inc., a Delaware corporation.

"***DHOS Building***" means the retail sports facility to be constructed by the Developer on the DHOS Parcel, which facility will include, among other things, retail space, a climbing wall, an indoor batting cage, a golf simulator and an outdoor running track; provided, however, that in any event the DHOS Building shall provide to the public such amenities, products and experiences not otherwise offered at a typical Dick's Sporting Goods retail sporting goods store. Any outdoor space associated with the DHOS Building shall not be included in the determination of the square footage of the DHOS Building for the purposes of calculating the DHOS Project Reimbursement Amount in accordance with Section 7.1(b) hereof.

"***DHOS Co-Tenants***" means the co-tenants in proximity to the DHOS Building as required by DHOS pursuant to the DHOS Purchase Agreement.

"***DHOS Parcel***" means that portion of the Redevelopment Area, as improved with the DHOS Project, to be conveyed by the Developer to DHOS pursuant to the DHOS Purchase Agreement. The DHOS Parcel is graphically depicted on the recording plat for Rock Run Crossings Drive Phase 2 Subdivision attached hereto as **Exhibit G** and incorporated herein by reference. Prior to the DHOS Transfer Closing, the Developer shall cause the legal description of the DHOS Parcel to be provided to the City.

"***DHOS Project***" means the construction of the DHOS Building and any other site improvements to be constructed on and for the DHOS Parcel by the Developer pursuant to the DHOS Purchase Agreement.

"***DHOS Project Bonds***" means one or more series of general obligation bonds to be issued by the City to provide funds for the DHOS Project Reimbursement upon the satisfaction of the provisions of Article Eight hereof.

"***DHOS Project Budget***" means the budget for the DHOS Project as set forth on **Exhibit I** attached hereto and incorporated herein by reference.

"***DHOS Project Costs***" means the actual and verifiable costs of the DHOS Project.

"***DHOS Project Reimbursement***" means the payment by the City to the Developer of the DHOS Project Reimbursement Amount pursuant to Section 7.1 in order to reimburse the Developer for the DHOS Project Costs.

"***DHOS Project Reimbursement Amount***" means the amount of the DHOS Project Reimbursement as determined by the City in accordance with the provisions of Section 7.1, but in no event to exceed $37,000,000.

"***DHOS Purchase Agreement***" means that certain Purchase and Sale Agreement dated as of November 12, 2025 by and between the Developer and DHOS for the construction of the DHOS Building by the Developer and the conveyance of the DHOS Parcel and the DHOS Building to DHOS from the Developer, as amended and restated by that certain Amended and Restated Purchase and Sale Agreement to be entered into by and between the Developer and DHOS, as may be further amended from time to time pursuant to the requirements of this Agreement.

"***DHOS Transfer Closing***" means the closing for the conveyance of the DHOS Parcel and the DHOS Building from the Developer to DHOS pursuant to the DHOS Purchase Agreement.

"***Expiration Date of the TIF District***" means the Expiration Date of the Redevelopment Area under the Act, which date is December 31, 2044.

"***FOIA***" means the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., as amended or supplemented from time to time, and other applicable open records laws.

"***Force Majeure***" means damage or destruction by fire, explosion or casualty, strike, lockout, civil disorder, war, shortage or delay in shipment of material or fuel, acts of God, epidemic, pandemic, quarantine, acts, omissions or delays of third parties or governmental agencies, unusually adverse weather conditions, litigation commenced by Persons other than a Party, or other causes beyond the Parties' reasonable control, provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or sustained by either Party to this Agreement in bad faith. Force Majeure does not include delays caused by financial or market conditions. A Party claiming a Force Majeure delay shall notify the other in writing within thirty (30) days of the commencement of such claimed event of Force Majeure.

"***Holdback Amount***" means the amount of $3,800,000 retained by the Treasurer in the Project Fund pursuant to Section 5.1(a) hereof.

"***Holdback Release Amount***" means, in any year, the amount equal to (i) the aggregate debt service payment requirements for such year for the Series 2022 Bonds and, if issued, the DHOS Project Bonds, plus (ii) the debt service payment requirements for the two (2) years which have the highest aggregate debt service payment requirements during the terms of the Series 2022 Bonds and, if issued, the DHOS Project Bonds.

"***Incremental Property Taxes***" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area over and above the "initial equalized assessed value" of each such lot, block, tract or parcel, all as determined by the County Clerk of Will County, in accordance with the Act.

"***Initial Bond Proceeds***" means Bond Proceeds in the amount of $87,365,808.46 which were deposited into the Project Fund on the Bond Closing Date.

"***Lien***" means any Person's interest in real property securing an obligation owed to, or a claim by, such Person, including any lien, mortgage, security interest, pledge, hypothecation, assignment, trust, reservation, condition, restriction, lease, or other similar title exception or encumbrance.

"***Minimum Project***" means the provision by the Developer of Five Hundred Thousand (500,000) square feet of non-industrial space with no more than 250,000 square feet being multi-family and related improvements within the Redevelopment Area. The Minimum Project includes space and related improvements built or to be built by Project Occupants. For purposes of this definition, "related improvements" do not include parking lots, streets, walkways, berms, detention basins and other open spaces. The Minimum Project shall also include all infrastructure associated with the foregoing occupancies and minimum construction as depicted on and the related final plats of subdivision, interior roadway improvements, parking, landscaping, public event and gathering spaces, outdoor dining spaces, pathways, plazas, water and sanitary sewer facilities, storm sewer and detention, lighting and signage.

"***Mortgage***" and "***Mortgagee***" have the meaning as set forth in Section 16.1.

"***Net Proceeds***" mean the total proceeds derived from the issuance, sale and delivery of each series or tranche of the DHOS Project Bonds, representing the total purchase price of the DHOS Project Bonds, including any premium paid as part of the purchase price of the DHOS Project Bonds, but excluding the accrued interest, capitalized interest, debt service reserve, and costs of issuance, if any, on the DHOS Project Bonds paid by the initial purchaser(s) of the DHOS Project Bonds.

"***New Development Sales Taxes***" means all Sales Taxes received by the City and generated solely from any new development within the Redevelopment Area in addition to the New Minimum Project.

"***New Minimum Project***" means the Commencement of Vertical Construction by the Developer of at least 350,000 square feet of new development within the Redevelopment Area, consisting of at least 250,000 square feet of retail space which have been leased to Approved Retailers. The 350,000 square feet of new development may include a hotel of up to 100,000 square feet operated by an Approved Hotel Operator. In any event, however, the 350,000 square feet of new development within the Redevelopment Area must solely be for sales tax-generating or hotel tax-generating uses, and shall not include any square footage for parking lots, parking decks or garages (whether above ground or below ground), outdoor spaces, multifamily housing, industrial buildings, or any other use which does not generate sales taxes and/or hotel taxes for the City. The Parties agree that not more than twenty percent (20%) of the square footage in the New Minimum Project can be constructed by a third party, unless such square footage to be constructed by a third party is substantially complete.

"***Open to the Public***" means the opening to the public of a fully stocked and fully staffed Dick's House of Sports retail sporting goods store in the DHOS Building located on the DHOS Parcel.

"Partial Minimum Project" and "***Partial Minimum Project Completion Timetable***" have the meanings set forth in Section 4.4.

"***Party***" or "***Parties***" means, as the context may require, the City and the Developer (or the Developer's Transferees, as applicable, determined as of the time in question).

"***Person***" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"***Private Financing***" means the loan, loans or other credit facilities under which the Developer has borrowed or will borrow funds from its third party lender or lenders in order to finance its financial obligations under the DHOS Purchase Agreement, including, without limitation, the construction of the DHOS Project.

"***Private Financing Rate***" means the interest rate per annum equal to the interest rate applicable to the Private Financing.

"***Project Fund***" means the Project Fund created under the Bond Ordinance, into which certain Bond Proceeds have been deposited with the Treasurer, to be disbursed by the Treasurer from time to time in accordance with Section 14 of the Bond Ordinance.

"***Project Occupant***" means, with respect to the Minimum Project, (a) tenants under space or occupancy leases in buildings developed by the Developer; (b) ground lessees who have entered into a ground lease with the Developer; and (c) owner-users of buildings developed or to be developed on pad sites within the Redevelopment Area that are sold or Transferred by the Developer.

"***Public Improvements***" means those infrastructure improvements that are developed by the Developer on or in close proximity to the Redevelopment Property, that are (i) (a) uniquely, directly and primarily attributable to and (b) necessary to serve and support of the Redevelopment Project, and (ii) dedicated or conveyed to, and accepted by, the City.

"***Recapture Agreement***" means the Opening Covenant and Recapture Agreement between DHOS and the Developer containing the terms set forth in **Exhibit H** and dated as of the date of the DHOS Transfer Closing. The Developer's rights under the Recapture Agreement shall be assignable by the Developer to the City in accordance with Section 7.2.

"***Redevelopment Area Sales Taxes***" means all Sales Taxes received by the City and generated from the Redevelopment Area.

"***Sales Taxes***" means, collectively, the following sales and other taxes received by the City: (a) the Business District Retailers' Occupation Tax, the Business District Service Occupation Tax and Business District Hotel Operators' Occupation Tax under the Business District Act with respect to the Business District, (b) the Home Rule Municipal Retailers' Occupation Tax under 65 ILCS 5/8-11-1, as amended, (c) the Retailers' Occupation Tax Act under 35 ILCS 120/1 *et seq*., as amended, and (d) any privilege, hotel, food and beverage taxes or other such taxes imposed by the City under its authority as a home rule municipality, and including all successor taxes thereto.

"***Substantial Completion***" means the Developer's substantial satisfaction of all material obligations and covenants to construct the New Minimum Project, as evidenced by the Certificate of Substantial Completion, provided, however, that Substantial Completion of the New Minimum Project shall not require the completion of any project improvements that are the responsibility of a Project Occupant to complete under its lease, ground lease, lot purchase agreement or other comparable agreement. Evidence of obligations of the Project Occupant in the form of purchase agreements, ground leases, other comparable agreements, or certified memoranda thereof shall be provided to the City promptly upon the City's request.

"***Transfer***" means the sale, assignment or other transfer by the Developer of this Agreement, or any right, duty or obligation of the Developer under this Agreement, made pursuant to the terms, standards and conditions of this Agreement, including foreclosure, trustee sale, or deed in lieu of foreclosure, under a Mortgage, but excluding: (a) a dedication of any portion of the Redevelopment Area to the City or another governmental agency; (b) a Mortgage; (c) leases. subleases, licenses and operating agreements entered into by the Developer with tenants of the Development Project for occupancy of space in any buildings or improvements (together with any appurtenant tenant rights and controls customarily included in such leases or subleases) in the Development Project, and any assignment or transfer of any such lease, sublease, license or operating agreement by either party thereto; (d) any sale of any portion of the Redevelopment Area to any Project Occupant; (e) any collateral assignment of this Agreement to a Mortgagee or other assignment for the purpose of obtaining financing; and (f) any transfer or assignment of the right to receive any payment under this Agreement.

"***Transferee***" means the Person to whom a Transfer is effected.

"***Treasurer***" means the Treasurer of the City, or his or her successors or assigns.

ARTICLE THREE
RULES OF CONSTRUCTION

3.1 Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and *vice versa*. Whenever the terms "including" or "excluding" are used in this Agreement, they shall be presumed to be followed by the phrases, "but not limited to" or "without limitation," as the context may require. Whenever the terms "square foot" or "square feet" are used in this Agreement, they shall be presumed to refer to a usable square foot or usable square feet. In any calculation of "square foot" or "square feet" as used in this Agreement, such term shall not be deemed to include the square footage of the DHOS Building other than solely with respect to the DHOS Building itself.

3.2 Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3.3 Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next Business Day after that Saturday, Sunday, or federal holiday.

3.4 Exercise of Reasonableness or Reasonable Discretion. A Party that must exercise reasonable discretion or act in a reasonable manner shall do so in good faith, without arbitrariness and with a sound, articulated basis.

ARTICLE FOUR
CONDITIONS PRECEDENT TO CITY'S OBLIGATIONS

The City's performance of all of its obligations under this Agreement are subject to and conditioned upon the Developer's prior compliance, to the City's satisfaction, with the following conditions precedent:

4.1 Completion of Minimum Project. By no later than August 13, 2026, the Developer shall have provided the City with a Certificate of Substantial Completion certifying as to the Substantial Completion of the Partial Minimum Project, together with all evidence of such Substantial Completion of the Partial Minimum Project as shall be reasonably requested by the City. The Developer acknowledges that, even following the completion of the Partial Minimum Project by August 13, 2026, the Developer will not have fully completed the Minimum Project, there being approximately 60,000 square feet of non-residential or industrial improvements of the Minimum Project remaining uncompleted after the completion of the Partial Minimum Project. This approximately 60,000 square feet of uncompleted improvements are hereinafter collectively

referred to as the "***Balance of the Minimum Project***". By no later than December 31, 2027, the Developer shall have provided the City with a Certificate of Substantial Completion certifying as to the Substantial Completion of the Balance of the Minimum Project with Approved Retailers, together with all evidence of such Substantial Completion of the Balance of the Minimum Project as shall be reasonably requested by the City. In the event that the Balance of the Minimum Project has not been completed by December 31, 2027, the amount to be disbursed to the Developer from the Project Fund under Section 5.1(c) shall be reduced annually pursuant to such Section 5.1(c).

4.2 Compliance Certificate. The Developer shall have delivered to the City a compliance certificate, in the form of **Exhibit J** attached hereto and incorporated herein by reference, certifying to the City that the Developer is in compliance under all material construction and other contracts with third parties with respect to the development of the Project, including without limitation construction and completion of Hollywood Casino, and that, other than the case of *Path Construction Company vs Cullinan Joliet*, *et al.* (Will County Case No 2025CH000119), no litigation exists, or is threatened against Developer, with respect to any such third party contract, which in the case of a mechanics lien claim has not been bonded over.

4.3 Project Information. The Developer shall have delivered to the City such project information, financial statements, construction timelines and such other information relating to the development of the Redevelopment Area as shall be reasonably requested by City.

4.4 Completion Default and Conditional Waiver Thereof. The Developer hereby (a) acknowledges receipt of a letter dated January 26, 2026 from the City in which the City provided notice to the Developer that an Event of Default has occurred under the Original Development Agreement because of the Completion Default, and (b) acknowledges and agrees that the Completion Default has resulted in the occurrence of an Event of Default under the Original Development Agreement.

The City hereby agrees to waive the Completion Default and forbear from exercising any of its remedies under the Original Development Agreement with respect thereto, provided that the Developer shall complete the following portion of the Minimum Project strictly in accordance with the following timetable: (i) the Developer shall have completed the residential project known as The View, of not less than 117,956 square feet and consisting of Building Numbers 1225 and 1227, a clubhouse and two (2) parking garages, by not later than April 17, 2026; and (ii) the Developer shall complete another residential project of not less than 197,844 square feet and consisting of one parking garage and four residential buildings, by no later than August 13, 2026, with a Certificate of Occupancy to be issued within thirty (30) days thereafter (collectively, the "***Partial Minimum Project Completion Timetable***"). That portion of the Minimum Project described in (i) and (ii) of this paragraph is herein collectively referred to as the "***Partial Minimum Project***".

In the event that the Developer has completed the Partial Minimum Project in accordance with the Partial Minimum Project Completion Timetable, the City shall continue to waive the Completion Default and forbear from exercising any of its remedies under the Original Development Agreement with respect thereto. However, in the event that the Developer has failed to complete the Partial Minimum Project in accordance with the Partial Minimum Project Completion Timetable, the City (a) shall not waive the Completion Default and shall be entitle to

exercise any of its remedies available under the Original Development Agreement with respect thereto, and (b) shall be relieved of any and all of its obligations under this Agreement, including, without limitation, the obligation to issue the City Notes and the DHOS Project Bonds and to advance any funds thereunder.

The foregoing waiver of the Completion Default is a limited, one-time waiver and, except as expressly set forth herein, shall not be deemed to: (a) constitute a waiver of any other Event of Default or any other breach of the Original Development Agreement or this Agreement, whether now existing or hereafter arising, (b) constitute a waiver of any right or remedy of the City under the Original Development Agreement or this Agreement which does not arise as a result of the Completion Default (all such rights and remedies being expressly reserved by the City), (c) establish a custom or course of dealing or conduct between the City, on the one hand, and any Developer, on the other hand, or (d) relieve the Developer of its obligation to complete the Minimum Project in accordance with the terms of this Agreement.

ARTICLE FIVE
USE OF REMAINING BOND PROCEEDS

The Initial Bond Proceeds were deposited into the Project Fund on the Bond Closing Date. Such Initial Bond Proceeds have been invested and disbursed by the Treasurer from time to time since the Bond Closing Date pursuant to the Bond Ordinance so that the balance of moneys in the Project Fund as of April 1, 2026 is $_____, representing the Initial Bond Proceeds, plus all interest earned on moneys in the Project Fund and less disbursements from the Project Fund to the date hereof. The balance of such amounts in the Project Fund shall be disbursed by the Treasurer pursuant to the terms of this Article Five.

5.1 Payment for Land Acquisition Costs. Section 5.2 of the Original Development Agreement required the City to pay to the Developer the amount of $17,600,000 from the Bond Proceeds for certain real property comprising arterial roads and detention facilities within the Redevelopment Area. Such payment was to be made in two equal tranches. Upon the issuance of the Series 2022 Bonds on the Bond Closing Date, the City paid to the Developer the amount of $8,800,000 from the Project Fund in accordance with the terms of such Section 5.2. The City and the Developer acknowledge and agree that the second tranche of $8,800,000 (the "***Second Tranche***") shall be disbursed by the Treasurer from the Project Fund to the Developer as follows:

(a) The Holdback Amount shall be retained by the Treasurer in the Project Fund and disbursed only to make payments, when due, of principal of and interest on the Series 2022 Bonds in the Debt Service Shortfall Years in the event amounts in the Bond Fund are insufficient to make the required debt service payments in any Debt Service Shortfall Year. In the event that the Treasurer determines at any time that it is necessary to ensure the timely payment of principal of and/or interest on the Series 2022 Bonds in any Debt Service Shortfall Year, he or she shall provide notice thereof to the Developer and thereafter transfer a portion of the Holdback Amount on deposit in the Project Fund into the Bond Fund in an amount determined by the Treasurer to be sufficient, when added to any amounts in the Bond Fund, to make any such debt service payment for such Debt Service Shortfall Year. In the event that any portion of the Holdback Amount is used to make

any such debt service payment for a Debt Service Shortfall Year, the Developer shall be entitled to be reimbursed in the amount of such portion of the Holdback Amount; provided, however, that any such reimbursement shall be made only from any available excess of Incremental Property Taxes and Redevelopment Area Sales Taxes, as measured on a cumulative year-to-year basis, over and above the Incremental Property Taxes and Redevelopment Area Sales Taxes which are necessary to pay installments of principal of and interest on the Series 2022 Bonds and the DHOS Project Bonds, as determined on a cumulative year-to-year basis.

(b) The Holdback Amount shall be released by the Treasurer to the Developer upon a determination by the Treasurer that the amount of cash reserves in the Bond Fund is at least equal to the Holdback Release Amount. Prior to any release of the entire Holdback Amount, the Treasurer shall consult with Bond Counsel as to the effect of such release on the tax-exempt status of the Series 2022 Bonds in the event the Treasurer had transferred any Holdback Amount retained in the Project Fund to the Bond Fund pursuant to Section 5.1(a). The Treasurer shall, notwithstanding anything herein to the contrary, take no action which, in the opinion of Bond Counsel, would cause the interest on the Series 2022 to be subject to Federal income taxation.

(c) The Treasurer shall disburse the remaining balance of the Second Tranche in the amount of $5,000,000 from the Project Fund to the Developer upon satisfaction of and in accordance with all of the following conditions:

(i) The Developer shall have provided to the City an executed copy of the DHOS Purchase Agreement and all amendments thereto;

(ii) The DHOS Purchase Agreement must be reasonably acceptable to the City;

(iii) The DHOS Purchase Agreement shall have been amended to provide for such terms and conditions consistent with this Agreement as shall be required by the City, including, without limitation, the provisions of Sections 7.1 and 7.2; and

(iv) The Balance of the Minimum Project shall have been completed in accordance with the provisions of Section 4.1. In the event that the Balance of the Minimum Project has not been completed by December 31, 2027 pursuant to Section 4.1, the remaining balance of the Second Tranche in the amount of $5,000,000 to be disbursed to the Developer from the Project Fund under this Section 5.1(c) shall be reduced annually by the percentage of the Balance of the Minimum Project which has not then been completed in accordance with Section 4.1. The amount of such reduction is based on $10 per square foot of uncompleted development prorated for time of the year it is not open and operating during such year. The remaining balance of the Second Tranche, as reduced pursuant to this Section 5.1(c)(iv), shall be paid to the Developer from the Project Fund upon completion of the Balance of the Minimum Project in accordance with the provisions of Section 4.1. The amount of any such reduction from the remaining balance of the Second Tranche pursuant to this Section 5.1(c)(iv) shall be retained

by the City and used to pay principal of and interest on the Series 2022 Bonds.

5.2 Use of Bond Proceeds for Completion of Public Improvements. Bond Proceeds which have been deposited into the Project Fund, other than the amounts described in Section 5.1, shall be disbursed by the Treasurer from time to time to the Developer in accordance with the provisions of the Bond Ordinance and the compliance by the Developer of each of the following conditions:

(a) The Developer shall prepare and submit to the City a preliminary infrastructure plans for the Public Improvements for the Redevelopment Area, which shall be reviewed by the City and, subject to its standard procedures for development plan approvals and Section 10.4 hereof, approved by the City. The final plans for the Public Improvements shall substantially conform to the preliminary plans as approved by the City.

(b) Following the approval by the City of the preliminary infrastructure plans for the Public Improvements, the Treasurer shall disburse Bond Proceeds from the Project Fund to the Developer from time to time upon delivery by the Developer of a Disbursement Request and in accordance with normal City procedures for disbursements of corporate funds for capital projects. Each Disbursement Request shall be accompanied with a certificate from the Developer warranting to the City that sum of the amount requested in such Disbursement Request and the amount required to complete the Public Improvements will not exceed the amount of remaining Bond Proceeds in the Project Fund.

(c) In the event that at any time the City determines that the amount necessary to complete the Public Improvements exceeds the amount of Bond Proceeds remaining in the Project Fund, the Developer shall provide such security to the City for the payment of the costs of completion of the Public Improvements as shall be acceptable to the City.

(d) None of the Bond Proceeds in the Project Fund which are allocated to the purposes of Section 5.1 shall not be disbursed from the Project Fund pursuant to this Section 5.2

5.3 Interest Not Disbursed. Notwithstanding anything herein to the contrary, all interest earned, and to be earned, by the investment of moneys in the Project Fund from and after the Bond Closing Date (including the approximately $7,000,000 of interest earned to date in the Project Fund) shall not be disbursed to Developer under Sections 5.1 or 5.2, but will instead be retained by the Treasurer in the Project Fund as security for the City, subject to any applicable arbitrage requirements for the Series 2022 Bonds.

5.4 Business District. The City shall use its best efforts to establish the Business District within the calendar year 2026 and for the maximum term of 23 years, pursuant to the Business District Act and the schedule set forth on **Exhibit K** attached hereto and made a part hereof. The Developer shall fully cooperate with the City with respect to the creation of the Business District. Upon the creation of the Business District, the City shall levy such sales taxes in the maximum amount of one percent (1%) as shall be permitted under the Business District Act,

including, without limitation, a retailers' occupation tax, a service occupation tax and a hotel operators' occupation tax, in the Business District.

ARTICLE SIX
CITY NOTES

6.1 City Note Number One. In order to provide funds for site improvements relating to the DHOS Project, and for other improvement costs relating to the DHOS Co-Tenants which are not funded from remaining Bond Proceeds pursuant to Article Five, the City agrees to issue City Note Number One to the Developer upon receipt of notice from the Developer that the DHOS Parcel and the DHOS Building have been transferred to DHOS and satisfaction of the conditions set forth in Section 5.1(c). City Note Number One shall be issued on the date of the DHOS Transfer Closing in the amount of not to exceed the lesser of (a) $7,400,000 and (b) the actual total costs of the site improvements relating to the DHOS Project and the appraised value of the DHOS Parcel pursuant to an appraisal reasonably acceptable to the City. The Developer shall provide to the City such cost certifications or other evidence as shall be reasonably satisfactory to the City in order to verify the actual construction costs for the site improvements relating to the DHOS Project and any other costs as the City may agree from time to time to pay from City Note Number One. The City shall determine, in its reasonable discretion, the timing and method of the disbursements to the Developer under City Note Number One; provided, however, that debt service payments shall be made no less often than on each December 1 after the Accounting Date following the issuance of City Note Number One as long as the Incremental Property Taxes and Redevelopment Area Sales Taxes derived from development in addition to the New Minimum Project are in excess of the Bond Debt Service Coverage on a cumulative year-to-year basis.

City Note Number One shall not be a general obligation of the City but shall be payable in each year solely from all revenues derived from Incremental Property Taxes and Redevelopment Area Sales Taxes which are in excess of the amount of the Bond Debt Service Coverage. City Note Number One shall mature on the City Notes Maturity Date, and the City shall not be required to make any further payments thereunder on or after such date even if the revenues described in the immediately preceding sentence have not been sufficient to pay the principal balance of City Note Number One and accrued interest thereon, in which event the Developer shall waive any claim to payment in full of City Note Number One.

6.2 City Note Number Two. The Developer has or will obtain the Private Financing in order to finance the site improvement and construction costs of the DHOS Project under the DHOS Purchase Agreement. Subject to the terms hereof, the City has agreed to provide City Note Number Two to the Developer in the maximum aggregate amount of $5,000,000 in order to provide funds from time to time to the Developer for the payment of the principal of and interest on the Private Financing. The City shall disburse funds under City Note Number Two from time to time upon receipt of the documents evidencing and securing the Private Financing and proof satisfactory to the City of the payment by the Developer of principal and interest with respect to the Private Financing, provided, however, that the aggregate amount of funds disbursed under City Note Number Two shall not exceed $5,000,000. The City shall determine, in its reasonable discretion, the timing and method of the disbursements to the Developer under City Note Number Two;

provided, however, that debt service payments shall be made no less often than on each December 1 after the Accounting Date following the issuance of City Note Number Two as long as the Incremental Property Taxes and Redevelopment Area Sales derived from development in addition to the New Development Sales Taxes are in excess of the Bond Debt Service Coverage on a cumulative year-to-year basis.

The City shall issue City Note Number Two upon the earlier to occur of (a) the Commencement of Vertical Construction of at least 250,000 square feet of new retail or hotel development in addition to the New Minimum Project, or (b) the issuance of a final certificate of occupancy from the City for at least 125,000 square feet of new retail or hotel development in addition to the New Minimum Project. Any new hotel development under this Section shall be operated by an Approved Hotel Operator. Any new retail development under this Section shall be leased only to Approved Retailers.

City Note Number Two shall not be a general obligation of the City but shall be payable in each year solely from all revenues derived from Incremental Property Taxes and New Development Sales Taxes in the following order of priority:

(a) Such revenues shall first be utilized to pay debt service on the Series 2022 Bonds;

(b) Such revenues shall then be utilized to pay debt service on the DHOS Project Bonds, if issued;

(c) Such revenues shall then be utilized to make payments on City Note Number One in accordance with the provisions of Section 6.1; and

(d) Any remaining revenue shall be utilized to make payments on City Note Number Two; provided, however, that the Developer is in compliance with the construction requirements set forth in the second paragraph of this Section 6.2.

City Note Number Two shall mature on the City Notes Maturity Date, and the City shall not be required to make any further payments thereunder on or after such date even if the revenues described in the immediately preceding sentence have not been sufficient to pay the principal balance of City Note Number Two and accrued interest thereon, in which event the Developer shall waive any claim to payment in full of City Note Number Two.

6.3 Interest Rate Applicable to City Notes. The City Notes will each bear interest at the City Note Interest Rate, compounded annually and computed on the basis of a 360-day year of twelve 30-day months. The Developer must provide the City with the terms of the executed Private Financing, including the Private Financing Rate, from the Developer's lender. The Developer shall furnish proof reasonably acceptable to the City that the proceeds of the Private Financing are available to be drawn upon by the Developer as needed and are sufficient to complete its obligations hereunder. The City shall not be required to issue either of the City Notes unless and until the Developer has provided the City with such information regarding the Private Financing. Further, the Developer must from time to time notify the City if any terms of the Private Financing are altered, revised or amended for any reason. The failure to notify the City of any such event shall be deemed to constitute an Event of Default hereunder. In the event the Private Financing is

at any time amended to provide for a lower Private Financing Rate, the City Note Interest Rate shall be accordingly lowered, if applicable, to the new Private Financing Rate.

6.4 Subordinate City Notes. The Series 2022 Bonds are general obligations of the City, payable the levy of taxes on all of the taxable property in the City without limitation as to rate or amount (the "***Pledged Taxes***"). The City intends, however, to abate the Pledged Taxes from time to time from other funds of the City lawfully available for such purpose, including, but not limited to, incremental property taxes derived from the Redevelopment Area, sales taxes and hotel and motel taxes generated within the Redevelopment Project Area and the sales taxes to be imposed and generated within the Business District under the Business District Act (collectively, the "***Additional Revenues***"). The Developer acknowledges and agrees that (a) payments of principal and interest under the City Notes from the Additional Revenues shall be junior, subordinate and subject to the payment of the Series 2022 Bonds to the holders thereof, and (b) the City shall be entitled to apply any Additional Revenues to abate the Pledged Taxes prior to the application of the Additional Revenues to pay principal and interest under the City Notes.

6.5 Restrictions on Payments of City Notes. The City shall be required to make payments of principal of and interest on City Note Number One only as long as the Incremental Property Taxes and Redevelopment Area Sales Taxes derived by the City from development are in excess of the Bond Debt Service Coverage on a cumulative year-to-year basis. The City shall be required to make payments of principal of and interest on City Note Number Two only as long as the Incremental Property Taxes and Redevelopment Area Sales Taxes derived by the City from development in addition to the New Development Sales Taxes are in excess of the Bond Debt Service Coverage on a cumulative year-to-year basis. No payments of principal of and interest shall be made on the City Notes unless and until the Incremental Property Taxes and Redevelopment Area Sales Taxes derived by the City from development in addition to the New Minimum Project exceed the Bond Debt Service Coverage on a cumulative year-to-year basis. Once the Bond Debt Service Coverage has been met on a cumulative year-to-year basis, the Issuer shall commence and continue to make principal and interest payments on the City Notes until such time as the Incremental Property Taxes and Redevelopment Area Sales Taxes derived by the City from development in addition to the New Minimum Project do not exceed the Bond Debt Service Coverage on a cumulative year-to-year basis.

6.6 Restrictions on Transfer of the City Notes. The City Notes may only be offered, sold, pledged or otherwise transferred in principal amounts of not less than $100,000. The Developer, or any subsequent holder(s) of either of the City Notes, shall not offer, sell, pledge or otherwise transfer such City Note to any Person other than (a) an institutional "accredited investor" within the meaning of rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 (the "***Securities Act***"), provided that, if required by the City upon the advice of its counsel, such accreditor investor shall deliver to the City an investor letter in form and substance reasonably acceptable to the City, or (b) a Person (other than a dealer) who the seller reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A(a)(1) of the Securities Act. Any holder of either of the City Notes is required to notify any purchaser of such City Note of the resale restrictions referred to above. Notwithstanding the forgoing, if any transfer of either of the City Notes is to a dealer meeting the requirements of Section 144A(a)(1)(ii) or (iii), such dealer shall deliver to the City an investor letter in form and substance reasonably acceptable to the City. The

Developer may, and the City hereby consents, to the Developer's assignment, on a collateral basis, of the City Notes and the right to receive payments thereon, to a Transferee.

ARTICLE SEVEN
DHOS PROJECT REIMBURSEMENT

7.1 DHOS Project Costs. The DHOS Purchase Agreement requires the Developer to construct the DHOS Project in compliance with the DHOS Project Budget and, upon completion of the DHOS Project, to transfer title of the DHOS Parcel, as improved with the DHOS Building, to DHOS. The DHOS Project Budget is attached hereto as **Exhibit I**. Subject to the terms of this Agreement, the City agrees to reimburse the Developer for the DHOS Project Costs up to the maximum DHOS Project Reimbursement Amount of $37,000,000. The DHOS Project Reimbursement Amount shall be determined by the City based on the following factors:

(a) the DHOS Project Reimbursement Amount shall reflect verifiable costs for the DHOS Project in accordance with the DHOS Project Budget, including, without limitation, core and shell construction of the DHOS Building, finishes and mechanical, electrical and plumbing work for the DHOS Building, all as certified to the City by the Developer by sworn statements and lien waivers or in such other form and substance as shall be acceptable to the City;

(b) the maximum DHOS Project Reimbursement Amount of $37,000,000 is based on the construction of a 120,000 square foot DHOS Building (excluding any outdoor space associated with the DHOS Building), and any reductions therefrom in the square footage of the DHOS Building shall cause a proportionate decrease in the DHOS Project Reimbursement Amount;

(c) the DHOS Project Reimbursement Amount shall be reduced by the amount of any commissions or payments made to the Developer by DHOS other than compensation for overhead to complete the DHOS Building in an amount not to exceed the amount of $1,020,000 allocated to overhead as set forth on the DHOS Project Budget; and

(d) any reductions in the DHOS Project Costs resulting from savings in the costs of the construction of the DHOS Project by the Developer shall cause a proportionate decrease in the DHOS Project Reimbursement Amount.

It is understood and agreed by the Parties that the costs of all furniture, fixtures and equipment within the DHOS Building shall be borne solely by DHOS but reimbursed from the DHOS Project Reimbursement Amount in such amount as is set forth in the DHOS Project Budget, provided that the Developer has delivered to the City a complete list of all such furniture, fixtures and equipment. No City funds shall be used to provide inventory for the DHOS Building. The DHOS Purchase Agreement shall be amended to provide that the DHOS Project Costs shall be subject to reduction based on the factors set forth in this Section 7.1.

7.2 Clawback and Subordinate Lien Provisions in the DHOS Purchase Agreement. As a condition precedent to the City's agreement to reimburse the Developer for the DHOS Project Costs, the Developer shall cause the DHOS Purchase Agreement to be amended with language

reasonably acceptable to the City to provide that (a) title to the DHOS Parcel and the DHOS Building shall revert to the Developer pursuant to the Recapture Agreement, free and clear of all Liens, in the event that DHOS ceases to operate its business as a Dick's House of Sports in the DHOS Building for a period of more than 365 consecutive days, subject to Force Majeure, store remodeling and/or renovation, casualty and condemnation, (b) DHOS shall execute and deliver the executed Recapture Agreement to the Developer at the DHOS Transfer Closing, (c) the Developer shall cause the Recapture Agreement (or a memorandum thereof) to be recorded before or contemporaneously with the deed transferring fee simple title of the DHOS Parcel and the DHOS Building to DHOS and before any mortgage or other Lien that DHOS may grant on the DHOS Parcel or the DHOS Building, (d) the Developer shall provide, or cause to be provided, to the City a copy of the recorded Recapture Agreement (or a memorandum thereof), along with a title policy or such other documents as shall be acceptable to the City evidencing that the Recapture Agreement is a first and superior Lien on the DHOS Parcel, and (e) DHOS shall, if required by the City, cause any financial institution or other entity making a loan or other funds which are to be secured, in whole or in part, by a Lien on the DHOS Parcel, to acknowledge to the Developer that any such Lien granted by DHOS is subordinate to the rights of the Developer, or its assigns, to recapture the DHOS Parcel and the DHOS Building pursuant to the Recapture Agreement, and the Developer shall provide the City with a copy of such executed acknowledgement.

7.3 Assignment of Recapture Agreement and Developer Rights in the DHOS Purchase Agreement. Upon the payment by the City of the amount of up to $25,000,000 pursuant to Section 8.2, the Developer shall provide the City with a true assignment, in form and substance reasonably acceptable to the City, to the City of (a) the Developer's clawback rights under the DHOS Purchase Agreement and the Recapture Agreement, and (b) the Developer's right, title and interest to recapture the DHOS Parcel and the DHOS Building pursuant to the Recapture Agreement, thereby providing the City with the ability to repossess the DHOS Building and the DHOS Parcel from the Developer free and clear of any Liens.

7.4 Terms of Recapture Agreement. The Recapture Agreement shall contain the terms set forth in **Exhibit H**, shall be dated as of the date of the DHOS Transfer Closing and shall be form and substance reasonably acceptable to the City. The DHOS Purchase Agreement shall require the Developer and DHOS to approve of the form and substance of the Recapture Agreement within sixty (60) days of the date that the Amended and Restated Purchase and Sale Agreement is executed by the parties thereto. In no event shall the Developer agree to subordinate its right, title and interest under the Recapture Agreement to any other Lien without the prior consent of the City. The Developer shall use its best efforts to enforce the terms of the Recapture Agreement against any violation thereof by DHOS, whether before or after the assignment of its rights under the Recapture Agreement to the City pursuant to Section 7.3. The City shall in no event be required to subordinate any of its rights under the Recapture Agreement.

ARTICLE EIGHT
BOND FINANCING FOR DHOS PROJECT COSTS

8.1 DHOS Project Bonds. In order to provide funds to pay for the DHOS Project Reimbursement, the City shall issue the DHOS Project Bonds in one or more series pursuant to

the provisions of this Article Eight in an aggregate amount equal to the DHOS Project Reimbursement Amount, as determined pursuant to Section 7.1 and with an amortization based on a level debt service coverage ratio based on projections of Incremental Property Taxes and Redevelopment Area Sales Taxes or nearly level debt service ratio when considering the minimum amount of the DHOS Project Bonds and over the remaining term of the Series 2022 Bonds. The Net Proceeds of the DHOS Project Bonds will be disbursed to the Developer on a phased basis as set forth in this Article Eight, provided, however, that (a) the aggregate amount of such Net Proceeds to be released under Section 8.2 shall be reduced by the amount of $1,000,000 for each year beyond 2028 that all the conditions set forth in Section 8.2 have not been satisfied, and (b) the aggregate amount of such Net Proceeds to be released under Section 8.3 shall be reduced by the amount of $1,000,000 for each year beyond 2028 that all the conditions set forth in Section 8.3 have not been satisfied.

8.2 Phase One Proceeds. The City will disburse up to $25,000,000 of the Net Proceeds of the DHOS Project Bonds subject to satisfaction of the following conditions:

(a) The Dick's House of Sports retail sporting goods store of not less than 100,000 square feet (excluding any outdoor space associated with the DHOS Building) in the DHOS Building shall be Open to the Public;

(b) At least one additional store operated by an Approved Retailer shall have opened to the public as a fully stocked and fully staffed retail store in addition to the original Minimum Project;

(c) The Commencement of Vertical Construction of the New Minimum Project shall have occurred, provided, however, that not more than twenty percent (20%) of the square footage in the New Minimum Project shall be constructed by a third party unless the third party constructing such square footage has filed for a building permit and has commenced vertical construction thereof;

(d) The Developer shall have provided the City with copies of executed leases with Approved Retailers for at least 150,000 square feet of retail space within the New Minimum Project, which retail space shall not include the additional store described in Section 8.2(b) above; and

(e) The Developer shall have provided the City with a copy of a binding commitment from an Approved Hotel Operator for a hotel of not more than 100,000 square feet within the New Minimum Project or executed leases with Approved Retailers for an additional 100,000 square feet of retail space within the New Minimum Project.

Upon the payment by the City of the amount of up to $25,000,000 pursuant to this Section 8.2, the Developer shall provide the City with the true assignment as set forth in Section 7.3.

8.3 Phase Two Proceeds. The City will disburse up to $12,000,000 of the Net Proceeds of the DHOS Project Bonds subject to satisfaction of the following conditions:

(a) The Developer shall have completed construction and shall have received a final certificate of occupancy from the City for an up to 100,000 square foot hotel operated by an Approved Hotel Operator within the New Minimum Project; and

(b) The Developer shall have completed construction and shall have received a final certificate of occupancy from the City for at least 200,000 square feet of retail space operated by Approved Retailers within the New Minimum Project, and such retail facilities shall have opened to the public as fully stocked and fully staffed retail stores.

8.4 Terms Applicable to DHOS Project Bonds. The City shall provide financing for the DHOS Project Reimbursement through the issuance of the DHOS Project Bonds or such other method of financing as the City shall determine. Any DHOS Project Bonds may be issued in one or more series of taxable bonds. The DHOS Project Bonds shall be general obligations of the City, unless otherwise required by applicable Illinois law. In such event, the Parties will work in good faith to determine the most effective method of financing of the DHOS Project Reimbursement at the most advantageous interest rate for the City. The Parties will further work in good faith to provide any executed representations, certifications and information requested from time to time by Bond Counsel in connection with the issuance of the DHOS Project Bonds. To the extent that market conditions allow, the DHOS Project Bonds shall be issued by the City within ninety (90) days from the satisfaction of the conditions set forth in Sections 8.2 and 8.3 above.

8.5 Disbursements of Proceeds of the DHOS Project Bonds. The DHOS Project Bonds may be issued as a single series in the amount equal to the DHOS Project Reimbursement Amount, or as multiple series in the aggregate amount equal to the DHOS Project Reimbursement Amount, as determined by the City and Bond Counsel. Separate series of the DHOS Project Bonds may be issued simultaneously or at separate times, at the option of the City. The Net Proceeds of the DHOS Project Bonds shall be disbursed to the Developer only upon the satisfaction of the conditions set forth in Sections 8.2 and 8.3 above.

8.6 Requirement of Letter of Credit. In the event that all investment interest earnings on hand in the Project Fund for the Series 2022 Bonds are less than $7,000,000 at the time of the issuance of any series of the DHOS Project Bonds, the City shall require, as a condition precedent to any such issuance of the DHOS Project Bonds, that the Developer provide to the City a letter of credit, in form and substance and from a banking institution reasonably acceptable to the City, in the amount equal to the amount of such deficiency of interest earnings in the Project Fund. The City shall consult with Bond Counsel to determine if the provision of such letter of credit will require that the DHOS Project Bonds must be issued as taxable bonds. In the event that all investment interest earnings on hand in the Project Fund for the Series 2022 Bonds are in the amount of at least $7,000,000 at the time of the issuance of any series of the DHOS Project Bonds, no letter of credit shall be required as a condition precedent to any such issuance of the DHOS Project Bonds.

ARTICLE NINE
REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEVELOPER

The Developer represents, covenants, warrants, and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until the completion of the Development Project:

9.1 Organization and Authorization. The Developer is an Illinois limited liability company duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. This Agreement has been submitted for consideration and review by its members and/or managers, and its members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon it according to the terms hereof, and any and all action of its members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law. The Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. There are no actions at law or similar proceedings which are pending or, to the Developer's knowledge, threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Development Project. The Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound.

9.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge, or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

9.3 Financial Resources. The Developer has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement.

9.4 Notice of Violations. The Developer represents and warrants that it has not received any notice from any local, state, or federal official that the activities of the Developer with respect to the Redevelopment Area and/or the Development Project may or will be in violation of any

environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any Person a valid claim under any state or federal environmental statute. The Developer is not barred from contracting with any unit of State or local government as a result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State of Illinois, unless the Developer is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

9.5 Truthful Information. The information that the Developer has provided to the City in support of its request to the City for economic incentive assistance for the Development Project, including, without limitation, the DHOS Project Budget, is true and correct in all material respects, and it acknowledges that the City has entered into this Agreement in reliance on this information and its representations and warranties that this information is true and correct in all material respects.

9.6 No Gifts. The Developer covenants that no officer, member, manager, stockholder, employee or agent of the Developer, or any other Person connected with the Developer, has made, offered or given, either directly or indirectly, to any member of the City Council, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City.

9.7 Compliance with Applicable Laws. The Developer shall diligently pursue and complete construction of the improvements in the Redevelopment Area required under this Agreement in conformance with all applicable laws, rules, ordinances, and regulations. All work with respect to the Development Project (including, without limitation, the construction of the core shell of the DHOS Building) shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the Developer's labor agreement with the Three Rivers Construction Alliance and the Will & Grundy Building Trades dated May 29, 2020, the Prevailing Wage Act of the State of Illinois (820 ILCS 130/1 *et seq*.), as amended, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes, and any other applicable codes and ordinances of the City, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Development Project and/or during the term of this Agreement. Notwithstanding the foregoing, however, any work with respect to the installation of furniture, fixtures and equipment for the DHOS Building shall not be subject to the labor agreement with the Three Rivers Construction Alliance and the Will & Grundy Building Trades dated May 29, 2020.

9.8 Environmental Laws. The Developer has conducted environmental studies sufficient to conclude that the Development Project may be constructed, completed and operated in accordance with this Agreement and all applicable federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now in force, as amended and hereafter amended.

9.9 Dedication of Public Improvements. The Developer shall grant, dedicate, or convey all rights-of-way and easements in the Redevelopment Area related to the Public Improvements which will, upon completion, be conveyed to and or come under the jurisdiction of the City, the Illinois Department of Transportation, or a public utility company in order to provide for all required subdivision improvements, as such rights-of-way, easements, and Public Improvements as shown on the final plans for the Development Project, including but not limited to streets, sidewalks, street lights, water mains, storm and sanitary sewer mains, detention or retention ponds, gas and electricity. The Developer shall convey title to all Public Improvements by an appropriate instrument of conveyance.

9.10 Developer Existence. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as the Developer maintains an interest in the Redevelopment Area or has any other remaining obligation pursuant to the terms of this Agreement. The Developer shall not enter into any transaction that would cause a material and detrimental change to the Developer's financial condition or assume or guarantee the obligations of any other Person or entity.

9.11 Diligent Pursuit of Construction. Once the construction of improvements required hereunder are commenced, the Developer shall pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and improvements in a diligent and expeditious manner, and in strict compliance with all applicable federal, state, county and City laws, statutes, codes, ordinances, resolutions, rules and regulations.

9.12 Adherence to City Codes. All development and construction of the Development Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the City and all other germane codes and ordinances of the City in effect from time to time during the course of construction of the Development Project. The Developer, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations codes, ordinances, federal, state, and local ordinances, and the like, currently in effect.

9.13 DHOS Purchase Agreement. The DHOS Purchase Agreement has been submitted for consideration and review by the Developer's members and/or managers, and its members and/or managers have taken all actions required to be taken prior to the execution of the DHOS Purchase Agreement in order to make the same binding upon it according to the terms thereof, and

any and all action of its members and/or managers, as the case may be, precedent to the execution of the DHOS Purchase Agreement have been undertaken and performed in the manner required by law. The Amended and Restated DHOS Purchase Agreement shall be submitted for consideration and review by the Developer's members and/or managers, and its members and/or managers shall take all actions required to be taken prior to the execution of the Amended and Restated DHOS Purchase Agreement in order to make the same binding upon it according to the terms thereof, and any and all action of its members and/or managers, as the case may be, precedent to the execution of the Amended and Restated DHOS Purchase Agreement shall be undertaken and performed in the manner required by law. The Amended and Restated DHOS Purchase Agreement shall provide that DHOS shall have the right to use all parking spaces adjacent to the DHOS Parcel which have not been conveyed to DHOS.

ARTICLE TEN
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY

The City represents warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

10.1 Organization. The City is a home rule municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

10.2 Authorization. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement: (a) have been duly authorized by all necessary corporate action on the part of the City; (b) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and (c) will not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.

10.3 Litigation. To the best of the City's knowledge, there are no proceedings pending against or affecting the City in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

10.4 Prompt Review. The City shall cooperate with the Developer to facilitate prompt and timely review for plating and building and occupancy permits submitted by the Developer upon a mutually agreeable schedule, including engaging a third party consultant acceptable to the City to help eliminate the burden of such review and approval on City employees. The Developer agrees, so long as such third party consultant is dedicated solely to the Development Project, to reimburse the City for the reasonable costs of such third party consultant. The standard of prompt and timely review shall be interpreted in recognition that it is in the best interest of both the City and the Developer to facilitate development and to expedite production of Incremental Property Taxes and Redevelopment Area Sales Taxes.

ARTICLE ELEVEN
MAINTAINING RECORDS AND RIGHT TO INSPECT

11.1 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Development Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Development Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, general contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection at all reasonable times, and such books and records shall be available for copying, audit and examination by an authorized representative of the City, at the Developer's sole expense, not more than once per calendar year.

11.2 Inspection Rights. Upon three (3) business days' notice, and subject to the rights of existing tenants or owner's other than Developer or its Affiliates, any authorized representative of the City shall have access to all portions of the Development Project and the Redevelopment Area during normal business hours for the term of this Agreement to inspect the progress of construction and to verify compliance with the approved plans and specifications and all applicable laws and regulations. Such inspections shall not relieve the Developer of any obligations hereunder nor constitute a waiver of any rights of the City under this Agreement. The Parties acknowledge that the City is subject to FOIA, and cannot contract to withhold records contrary to law. The City shall use its best efforts to maintain the confidentiality of any confidential information obtained by the City pursuant to this Section 11.2, provided, however, that nothing in this Agreement shall require the City to withhold records contrary to law or to violate any order of a court or directive of a governmental authority with jurisdiction. The City retains sole discretion to determine its legal obligations under FOIA, including whether and how to assert exemptions, consistent with the terms of this Agreement.

ARTICLE TWELVE
INSURANCE

12.1 Required Insurance. The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain, at the Developer's cost and expense, and shall maintain in full force and effect during any period of construction and through completion of construction of the Redevelopment Area, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

(a) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Redevelopment Area at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(b) Comprehensive general liability insurance for activities on that portion of the Redevelopment Area owned by the Developer (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together

with an Owner's/Contractor's Policy naming the City and its appointed and elected officials, employees, engineers, attorneys, agents and representatives as additional insureds for purposes of the indemnification provisions required by this Agreement, which comprehensive general liability insurance and umbrella excess liability insurance policy and endorsements shall be in excess of the City's lines of comparable insurance and shall be issued on a primary and non-contributory basis with a waiver of subrogation in favor of the City's lines of comparable insurance, with limits against bodily injury and property damage of not less than $10,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(c) Worker's compensation insurance, with statutory coverage.

12.2 Terms of Insurance. All insurance required in this Article shall be obtained from responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State of Illinois to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

12.3 Proof of Insurance. From time to time, at the written request of the City, the Developer shall furnish proof to the City that the premiums for the above-described insurance have been paid and that the insurance is in effect. All insurance required by this Article 12 shall be obtained from reputable insurance companies that are authorized under the laws of the State of Illinois to assume the risks covered by such policies.

12.4 Survival of Insurance Obligations. The provisions of this Article 12 shall survive completion of the Redevelopment Area or the termination or expiration of this Agreement for a period of five (5) years.

ARTICLE THIRTEEN
LIABILITY, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

13.1 City Review. The City is not, and will not be, liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Redevelopment Area, the Development Project, and/or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Redevelopment Area or the Development Project, and that the City's review and approval of any such plans and the Development Project and issuance of any such approvals, permits, certificates, or acceptances does not, and will not be deemed to, ensure the Developer, as applicable, or any of their respective successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time; provided, however, that to the extent the City is negligent in the performance of its

duties and/or obligations, the City shall be liable for any damage or injury suffered by any of the aforementioned parties.

13.2 Indemnification of the City. The Developer undertakes and assumes all liability for any injuries, deaths, losses, damages, claims or judgments of any kind, whatsoever resulting from or in connection with their activities at the Redevelopment Area and under this Agreement. The Developer shall hold harmless, indemnify and defend the City and all City appointed and elected officials, officers, employees, agents, representatives, engineers, and attorneys (collectively the "***City Indemnified Parties***"), against any such injuries, deaths, losses, damages, claims or judgments of any kind, including but not limited to, all reasonable attorneys' fees, expenses of litigation, experts' fees and other litigation consultants' fees incurred by the City Indemnified Parties in defending themselves (collectively, "***Losses***") from claims, demands or lawsuits filed against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection with any acts or omissions of the Developer taken under or in the performance of this Agreement. The Developer shall further defend, hold harmless, and indemnify the City Indemnified Parties, from any and all Losses that may be asserted at any time by any Person that is not a Party to this Agreement against any of the City Indemnified Parties contesting the legality of this Agreement or relating to any matters covered by this Agreement. The foregoing indemnification obligations shall not include claims which are alleged to have arisen out of the City's own gross negligence or willful misconduct or the gross negligence or willful misconduct of one or more of the City Indemnified Parties.

13.3 Developer Defense Expense. The Developer agrees to pay all reasonable expenses incurred by the City Indemnified Parties, to the extent there is an obligation to indemnify one or more City Indemnified Parties, in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties of any kind that may, at any time, be asserted against any of the City Indemnified Parties by any Person not a party to this Agreement in connection with the Developer activities at the Redevelopment Area, the approval of this Agreement, any terms or provisions of this Agreement, or the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Developer's activities at the Redevelopment Area, in each case, except to the extent caused by the negligence or willful misconduct of one or more of the City Indemnified Parties. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' fees, expenses of litigation, experts' fees and other litigation consultants' fees.

13.4 Developer Release and Waiver. The Developer releases and waives any claims against the City Indemnified Parties for indemnification, contribution, reimbursement or other payments relating to any hazardous environmental conditions of the Redevelopment Area.

13.5 Survival of Liability and Indemnification Provisions. The provisions of this Article 13 and any other indemnification obligations on the part of either Party shall survive completion of the Redevelopment Area or, the termination or expiration of this Agreement, for a period of five (5) years.

ARTICLE FOURTEEN
TERM AND SURVIVAL

14.1 Term of this Agreement. The Term of this Agreement (the "***Term***") shall commence on the date hereof and end on the earlier to occur of: (a) one year after the Expiration Date of the TIF District; (b) the date upon which all Parties have satisfied all their obligations under this Agreement, if such obligations are satisfied (i) prior to the Expiration Date of the TIF District or (ii) within the one year period following the Expiration Date of the TIF District; (c) the date upon which the Developer and the City mutually agree in writing to terminate this Agreement; (d) the date on all obligations of the City under the Series 2022 Bonds and, if issued pursuant to the terms hereof, the City Notes and the DHOS Project Bonds, have been retired; or (d) the Agreement is terminated based on an uncured Event of Default in accordance with Article Fifteen. The expiration of the Term will not bar any claim for an Event of Default under this Agreement that accrued prior to such expiration; nor shall it affect the City's obligation to make payments due on the Series 2022 Bonds and, if issued pursuant to the terms hereof, the City Notes and the DHOS Project Bonds.

ARTICLE FIFTEEN
DEFAULTS AND REMEDIES

15.1 Developer Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.2, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement, including, without limitation, the DHOS Purchase Agreement and the Recapture Agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any Person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation of, or any attempt to create, any lien or other encumbrance upon the Development Property, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent

or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of a material event of default under the Private Financing, which default is (i) is not cured within any applicable cure period, (ii) has not been waived in writing by the applicable lender, and (iii) has caused the applicable lender to initiate foreclosure proceedings;

(i) the dissolution of the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns, directly or indirectly, 30% or more of an interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns, directly or indirectly, 30% or more of an interest in Developer, for any crime (other than a misdemeanor);

(k) except as permitted under Article Seventeen below, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City;

(l) The Developer abandons the Development Project on the Redevelopment Area. For purposes of this Agreement, "***Abandonment***" shall mean any of the following prior to the completion of the New Minimum Project: (a) the Developer's express written declaration of its intent to abandon the Development Project; or (b) the cessation by the Developer or by third parties of all construction activities on the Development Project for a continuous period of one hundred twenty (120) days or more, unless such cessation is excused by Force Majeure, is required by applicable law or is otherwise approved in writing by the City; or

(m) The Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement; provided, however, that such default shall constitute an Event of Default only if the Developer does not, within sixty (60) days after written notice from the City, remedy the default,

or if such default cannot be cured within said sixty (60) days and the Developer, within said sixty (60) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice.

15.2 Cure Periods. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that the Developer has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within sixty (60) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot reasonably be cured within said sixty (60) days and the Developer, within said sixty (60) days, initiates and diligently pursues appropriate measures to remedy the default.

15.3 City Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by the City hereunder:

(a) If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by the City, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be intentionally untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the City does not remedy the default within sixty (60) days after written notice from the Developer;

(b) Default by the City for a period of sixty (60) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said sixty (60) days and the City, within said sixty (60) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice; or

(c) Default by the City for a period of sixty (60) days after written notice thereof from the Developer in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said sixty (60) days and the City, within said sixty (60) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice.

15.4 City Remedies for Developer Event of Default. Upon the occurrence of an Event of Default by the Developer, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, may suspend disbursement to the

Developer of City funds at the sole discretion of the City, draw upon any performance security or letter of credit provided by the Developer hereunder, and the City may, in its sole and absolute discretion, require the Developer to repay to the City all or any portion of the monies, funds, incentives, rebates, grants, tax increment financing proceeds, or other financial assistance previously disbursed or paid by the City to the Developer or on Developer's behalf pursuant to this Agreement. The City's right to such remedies shall be in addition to, and not in lieu of, any and all other rights and remedies available to the City under this Agreement, at law, or in equity, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. The City shall also be entitled to all costs incurred in connection with the enforcement of its rights under this Agreement (including but not limited to reasonable attorney's fees) to be paid by the Developer, to the extent incurred by the City, including but not limited to all costs associated with any litigation filed against the Developer as a result of the Developer's Event of Default (including but not limited to reasonable attorney's fees).

15.5 Developer Remedies for City Event of Default. If there is an uncured Event of Default by the City, the Developer may, at its option, terminate the Agreement or may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including but not limited to, an action for injunction, mandamus, specific performance of the covenants and agreements herein contained or any other proceeding.

ARTICLE SIXTEEN
LENDER PROVISIONS

16.1 Definitions. Any mortgage or deed of trust that is delivered by the Developer and hereafter recorded against the Redevelopment Property, or any portion thereof, is referred to herein as a "***Mortgage***." The holder of any Mortgage is referred to herein as a "***Mortgagee***."

16.2 Attornment to Mortgagee. In the event that a Mortgagee or any other party shall succeed to the Developer's interest in any portion of the Redevelopment Property pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the interest in such portion of the Redevelopment Property, the City agrees to attorn to and recognize such Mortgagee, or its nominee, as the successor in interest to the Developer for all purposes under this Agreement as to such portion of the Redevelopment Property so long as such Mortgagee or other party accepts all of the applicable obligations and liabilities with respect to such portion of the Redevelopment Property. However, if such Mortgagee or other party does not expressly accept an assignment of such interest, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the Redevelopment Property.

16.3 Notice of Default. In the event of an actual or impending Developer Event of Default under Section 15.1 of this Agreement, the City shall provide the Mortgagee with a copy of any notice of an Event of Default (or any fact or circumstance which with the passage of time could become an Event of Default) given by the City to the Developer. The Developer shall provide the City with the name(s) and business mailing address(es) to where notices shall be sent to such

Mortgagee(s) and shall promptly provide to the City updated Mortgagee name(s) and mailing address(es) information as such information changes.

16.4 Cure Rights. If a Developer Event of Default occurs under Section 15.1 of this Agreement and after the expiration of all applicable cure periods set forth above hereof, and if, as a result thereof, the City intends to exercise any right or remedy available to it, the City shall, prior to exercising such right or remedy, send notice of such intended exercise to the Developer's Mortgagee(s), and such Mortgagee(s) shall have the right (but not the obligation) to cure such Developer Event of Default within ninety (90) days of receipt of such notice. Any Mortgagee cure shall be deemed for the benefit of the Developer and shall stay the City's exercise of any remedies for such Developer Event of Default.

ARTICLE SEVENTEEN
TRANSFERS AND ASSIGNMENTS

17.1 Conditions Precedent to Developer Right to Transfer. Except as otherwise provided in this Article Seventeen, the Developer shall only have the right to effect a Transfer or assignment of any rights or obligations under this Agreement upon fulfillment of the following conditions precedent:

(a) No Event of Default by the Developer shall be outstanding and uncured as of the effective date of the proposed Transfer, unless the City has received adequate assurances satisfactory to the City that such Event of Default shall be cured in a timely manner either by the Developer or the Transferee under the Transfer.

(b) Prior to the effective date of the proposed Transfer, the Developer or the proposed Transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (an "***Assumption Agreement***") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be Transferred to the proposed Transferee; (b) the obligations of the Developer under this Agreement that the proposed Transferee will assume; and (c) the proposed Transferee's acknowledgment that such Transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed Transferee, and shall provide that the Transferee assumes the obligations of the Developer to be assumed by the Transferee in connection with the proposed Transfer. The Assumption Agreement shall be filed with the City Clerk and the Will County Recorder concurrently with the consummation of the Transfer.

(c) Unless the proposed Transferee is an Affiliate of the Developer or a Mortgagee, the City shall have the right to approve the proposed Transferee, which approval shall not be unreasonably withheld or delayed. The proposed Transferee shall provide evidence satisfactory to the City reasonably demonstrating that the proposed Transferee has the financial resources to achieve substantial completion of the New Minimum Project in a timely manner and otherwise comply with the requirements of this Agreement. The Assumption Agreement shall provide that the obligations to be assumed by such Transferee under this Agreement expressly include the

achievement of substantial completion of the New Minimum Project with the same quality as provided by the Developer in accordance with this Agreement.

17.2 Transfer to Affiliate. Notwithstanding the provisions of Section 17.1, the Developer shall have the right to Transfer all of its rights, duties and obligations under this Agreement to an Affiliate. Such Affiliate shall become a Transferee upon: (a) the acquisition by such Affiliate of the affected interest of the Developer under this Agreement, and (b) delivery to the City of an Assumption Agreement assuming, from and after the date such Affiliate so acquires its interest, the applicable rights, duties and obligations of the Developer under this Agreement. By virtue of its demonstrated status as an Affiliate of the Developer and recognizing that Transfers to Affiliates will facilitate the Developer's ability to develop the Project consistent with this Agreement, the City hereby consents to any Transfer to an Affiliate in accordance with this Section 17.2 and no further consent of the City shall be required for any Transfer by the Developer to an Affiliate.

17.3 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a Transfer. A Mortgagee shall be a Transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of the Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of a written agreement assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of the Developer under this Agreement. The City hereby consents to the Transfer to a Mortgagee. No further consent of the City shall be required for any such Transfer.

17.4 Effect of Transfer. A Transferee shall become a Party to this Agreement only with respect to the interest Transferred to it under the Transfer and then only to the extent set forth in an Assumption Agreement. When and if the Developer Transfers all of its rights, duties and obligations under this Agreement in accordance with this Article Seventeen, the Developer shall be released from any and all obligations accruing after the date of the Transfer under this Agreement. If the Developer effectuates a Transfer as to only some but not all of its rights, duties and obligations under this Agreement, the Developer shall be released only from its obligations accruing after the date of the Transfer which the Transferee assumes in the Assumption Agreement.

ARTICLE EIGHTEEN
GENERAL PROVISIONS

18.1 Delivery of Notices. All notices, statements, demands, consents and other communications ("***Notices***") required or permitted to be given by any Party to another Party pursuant to this Agreement or pursuant to any applicable law or requirement of public authority shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 18.2; and (c) sent to the Party to which it is addressed at the address set forth below or at such other address as such party may hereafter specify by at least five (5) calendar days' prior written notice:

Notice to the City shall be addressed as follows:

City Manager

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

with a copy to:

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

with a copy to:

City Clerk
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

Notice to the Developer shall be addressed as follows:

Cullinan Joliet, LLC
420 N. Main Street
East Peoria, Illinois 61611
Attention: CEO

with a copy to:
Richard M. Joseph
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602

18.2 Methods of Delivery. Notices may be either: (a) delivered by hand; (b) delivered by a nationally recognized overnight courier which maintains evidence of receipt; or (c) sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt. If any Notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such Notice shall be effective on the date delivery is attempted.

18.3 Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of Illinois.

18.4 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party may hereto agrees to submit to the jurisdiction of the courts in Will County, the State of

Illinois and the United States District Court for the Central District of Illinois. The Parties hereby waive venue in any other court of competent jurisdiction.

18.5 Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

18.6 Recordables. The City shall record this Agreement against the Redevelopment Area, at the sole cost and expense of the Developer, with the Office of the Will County Clerk (the *"**Recorder's Office***") promptly following the execution of this Agreement by the Parties.

18.7 Recordation. The City, at the Developer's expense, agrees to file a certified, executed copy of this Agreement and the approving resolution with the Recorder's Office against title to the Redevelopment Area. Upon termination or expiration of this Agreement, the City, at the Developer's expense, shall file with the Recorder's Office a memorandum confirming that the Agreement is released from title to the Redevelopment Area because the Agreement has expired or has been terminated. If the City fails to file such a memorandum within sixty (60) days after the Developer's written request to do so, then the Developer, at its expense, may file such a memorandum. File-stamped copies of each document filed with the Recorder's Office against title to the Redevelopment Area pursuant to this section will be provided by the City to the Developer, or its designee. The Parties agree that the sole purpose of recordation of this Agreement is to put property owners on notice of the existence of this Agreement and not to confer any benefits, or impose any obligations upon, such property owners. It is the express intent of the Parties that rights and obligations under this Agreement may only be assigned pursuant to a duly executed assignment and assumption agreement any not through any other means.

18.8 Consent and Approvals. Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required by this Agreement, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

18.9 Further Assurances. It is understood and agreed that the successful consummation of this Agreement and the development of the Redevelopment Area is in the best interests of the Developer and the City requires continued cooperation. Subject to the terms of this Agreement, the Developer evidences its intention to fully comply with all the City requirements and its willingness to discuss any matters of mutual interest that may arise, as well as its willingness to assist the City to the fullest commercially reasonable extent. The City does evidence its willingness to, when reasonably requested, cooperate in the resolution of mutual problems, and its willingness to facilitate the development of the Redevelopment Area as contemplated by the provisions of this Agreement. This shall include, but not be limited to, cooperating with the Developer, at no cost to the City, to obtain all governmental approvals or permits reasonably necessary for the development of the Redevelopment Area in accordance with this Agreement from all federal, state, county and other governmental or quasi-governmental entities. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement. This shall include, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such

resolutions and ordinances, and the taking of such other actions as may be necessary to enable each Party's compliance with the terms and objectives of this Agreement.

18.10 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by an event of Force Majeure and other events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder. The Party relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The Party relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.11 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.11 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligations of the Developer by more than five percent (5%) or materially changes the Redevelopment Area or the Development Project.

18.12 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective Party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a Party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.13 Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

18.14 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between and among the Parties, whether written or oral, relating to the subject matter of this Agreement.

18.15 Interpretation. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though both Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

18.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

18.17 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third Person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.18 No Personal Liability of Officials of City. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any City appointed and elected official, officer, employee, agent, representative, engineer and attorney of the City, in his or her individual capacity, and no appointed and elected official, officer, employee, agent, representative, engineer and attorney of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

18.19 Repealer. To the extent that any ordinance, resolution, rule, order, or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS

By: _____
Its: _____

CULLINAN JOLIET, LLC,
an Illinois limited liability company

By: Cullinan Companies L.L.C.,
an Illinois limited liability company,
its Manager

By: _____
Its Manager

EXHIBIT A

Legal Description of Redevelopment Area

LOTS 1, 2, 3, 4 AND 5 IN ROCK RUN CROSSINGS, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 2018 AS DOCUMENT NO. R2018073972, IN WILL COUNTY, ILLINOIS.

AND

TRACT 1: THAT PART OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 LYING NORTH AND EAST OF THE NORTHERLY AND EASTERLY RIGHT OF WAY LINES OF HIGHWAY FEDERAL AID INTERSTATE 55 AND FEDERAL AID INTERSTATE 80 EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO JOHN AND EMMA KINZLER BY DEED RECORDED DECEMBER 10, 1963 AS DOCUMENT NO. 992208 AND EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO JAMES AND THELMA HOSTERT BY DEED RECORDED SEPTEMBER 16, 1953 AS DOCUMENT NO. 735552, IN SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TRACT 2: THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY FEDERAL AID INTERSTATE 80, IN WILL COUNTY, ILLINOIS.

EXCEPTING FROM TRACTS 1 AND 2 ABOVE, THE FOLLOWING:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 41 MINUTES 22 SECONDS EAST, ON THE WEST LINE OF SAID NORTHWEST 1/4, 1073.25 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 33 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, 109.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55, AS DEDICATED FOR PUBLIC RIGHT OF WAY BY THE INSTRUMENT RECORDED AS DOCUMENT NO. 799981; THENCE CONTINUING NORTH 88 DEGREES 59 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID NORTH LINE, 205.51 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 22 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 228 38 FEET TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER P. L.S. 2377", AND TO THE POINT OF BEGINNING AND A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A 150.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 63 DEGREES 19 MINUTES 51 SECONDS, 165.80 FEET TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF

HIGHWAYS ROW CORNER P.L.S. 2377"; THENCE SOUTH 65 DEGREES 01 MINUTES 13 SECONDS EAST. ON A LINE TANGENT TO THE LAST DESCRIBED CURVE 1273.81 FEET TO A POINT 225.00 FEET NORTH OF THE CENTERLINE OF FAI ROUTE 80, AS MEASURED PERPENDICULAR TO SAID CENTERLINE, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER PLS. 2377"; THENCE SOUTH 74 DEGREES 07 MINUTES 56 SECONDS EAST, 247.63 FEET TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER P.L.S. 2377", AND TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID FAI ROUTE 80, AS DEDICATED FOR PUBLIC RIGHT OF WAY BY THE INSTRUMENT RECORDED AS DOCUMENT NO 886103, SAID NORTH RIGHT-OF-WAY LINE BEING PARALLEL AND 150.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID CENTERLINE; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS WEST, ON SAID NORTH RIGHT-OF-WAY LINE, 830.00 FEET TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 68 DEGREES 05 MINUTES 57 SECONDS WEST, ON SAID NORTH RIGHT-OF-WAY LINE, 194.34 FEET TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 44 DEGREES 30 MINUTES 26 SECONDS WEST, ON SAID NORTH RIGHT-OF-WAY LINE, 402 61 FEET; THENCE NORTH 53 DEGREES 28 MINUTES 20 SECONDS, ON SAID NORTH RIGHT-OF-WAY LINE, 484.15 FEET TO THE NORTHERNMOST CORNER OF SAID PARCEL OF LAND DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT NO. 886103 AND TO THE EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55. AS DEDICATED FOR PUBLIC RIGHT OF WAY BY THE INSTRUMENT RECORDED AS DOCUMENT NO 799981 ; THENCE NORTH 01 DEGREES 45 MINUTES 44 SECONDS WEST, ON SAID EAST RIGHT-OF-WAY LINE, 94.74 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED TO JAMES AND THELMA HOSTERT BY THE DEED RECORDED SEPTEMBER 16, 1953 AS DOCUMENT NO. 735552; THENCE NORTH 88 DEGREES 59 MINUTES 33 SECONDS EAST, ON THE SOUTH LINE OF SAID PARCEL CONVEYED BY INSTRUMENT RECORDED AS DOCUMENT NO. 735552, A DISTANCE OF 205.20 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 01 DEGREE 41 MINUTES 22 SECONDS WEST, ON THE EAST LINE OF SAID PARCEL, 16.62 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE ON AN ASSUMED BEARING OF SOUTH 1 DEGREE 41 MINUTES 22 SECONDS EAST, 658.97 FEET ON THE WEST LINE OF SAID SECTION 27 TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES 03 MINUTES 48 SECONDS EAST, 108.67 FEET ON SAID NORTH LINE TO THE EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55 AS ESTABLISHED BY DOCUMENT NO. 799981; THENCE SOUTH 1 DEGREE 45 MINUTES 44 SECONDS EAST, 368.58 FEET ON SAID EAST LINE FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 45 MINUTES 44 SECONDS EAST, 45.56 FEET ON SAID EAST LINE TO THE

NORTH LINE OF THE LAND DESCRIBED IN DEED RECORDED AS DOCUMENT NO. 992208; THENCE NORTH 88 DEGREES 59 MINUTES 33 SECONDS EAST, 20.00 FEET ON SAID NORTH LINE; THENCE NORTH 25 DEGREES 20 MINUTES 03 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE ON AN ASSUMED BEARING OF SOUTH 1 DEGREE 41 MINUTES 22 SECONDS EAST, 658.97 FEET ON THE WEST LINE OF SAID SECTION 27 TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES 03 MINUTES 48 SECONDS EAST, 108 67 FEET ON SAID NORTH LINE TO THE EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55 AS DEDICATED BY DOCUMENT NO. 799981 FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 03 MINUTES 48 SECONDS EAST, 7.46 FEET ON SAID NORTH LINE; THENCE SOUTH 4 DEGREES 36 MINUTES 28 SECONDS EAST, 192 13 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 44 SECONDS EAST, 88.00 FEET, PARALLEL WITH AND 17 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS WEST 17.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 1 DEGREE 45 MINUTES 44 SECONDS WEST, 28000 FEET ON SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of Business District

LOCATED IN THE WEST HALF QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY ILLINOIS.

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF INTERSTATE ROUTE 80 AND THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE WESTERLY AND NORTHWESTERLY ALONG THE NORTHERLY AND NORTHEASTERLY LINES OF INTERSTATE ROUTE 80 TO THE EAST LINE OF INTERSTATE ROUTE 55 (ALSO KNOWN AS US ROUTE 66); THENCE NORTHERLY, WESTERLY AND NORTHEASTERLY ALONG THE EASTERLY, SOUTHERLY AND SOUTHEASTERLY LINES OF INTERSTATE ROUTE 55 (ALSO KNOWN AS US ROUTE 66) TO THE SOUTHWESTERLY LINE OF GATEWAY BOULEVARD; THENCE NORTHEASTERLY TO THE MOST WESTERLY CORNER OF LOT 1 IN RESUBDIVISION OF ROCK RUN CROSSINGS RECORDED APRIL 19, 2022 AS DOCUMENT R2022-031684; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF SAID LOT 1 IN SAID RESUBDIVISION OF ROCK RUN CROSSINGS TO THE SOUTHWESTERLY LINE OF ROCK RUN CROSSINGS DRIVE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE SOUTHWESTERLY AND WESTERLY LINES OF ROCK RUN CROSSINGS DRIVE TO THE NORTHWESTERLY EXTENSION OF A NORTHEASTERLY LINE OF LOT 2 IN ROCK RUN CROSSINGS MULTIFAMILY RECORDED APRIL 17, 2023 AS DOCUMENT R2023-017839; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 2 IN SAID ROCK RUN CROSSINGS MULTIFAMILY AND ITS NORTHWESTERLY EXTENSION TO THE NORTH LINE OF LOT 2 IN SAID ROCK RUN CROSSINGS MULTIFAMILY; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT 2 TO THE EAST LINE OF SAID ROCK RUN CROSSINGS MULTIFAMILY; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG A SOUTH LINE OF SAID LOT 2 TO A CORNER OF SAID LOT 2; THENCE SOUTH ALONG AN EAST LINE OF SAID LOT 2 TO A CORNER THEREOF, SAID CORNER ALSO BEING AN EAST LINE OF RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS SUBDIVISION RECORDED NOVEMBER 11, 2024 AS DOCUMENT R2024-057917; THENCE SOUTHERLY, WESTERLY AND SOUTHWESTERLY ALONG THE EASTERLY, SOUTHERLY AND SOUTHEASTERLY LINES OF SAID RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS SUBDIVISION TO THE NORTH LINE OF OLYMPIC BOULEVARD; THENCE WEST ALONG THE NORTH LINE OF OLYMPIC BOULEVARD AND ITS WESTERLY EXTENSION TO THE WEST LINE OF GATEWAY BOULEVARD; THENCE SOUTHERLY ALONG THE WEST LINE OF GATEWAY BOULEVARD TO THE SOUTH LINE OF QUARTZ BOULEVARD; THENCE EAST ALONG THE SOUTH LINE OF QUARTZ BOULEVARD TO THE WEST LINE OF GATEWAY BOULEVARD; THENCE SOUTH ALONG THE WEST LINE OF GATEWAY BOULEVARD TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF GATEWAY BOULEVARD TO THE SOUTHWEST CORNER OF LOT 2 IN ROCK RUN CROSSINGS I.D.I. RESUBDIVISION NO. 1 RECORDED MARCH 8, 2023 AS DOCUMENT R2023-010784; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 2 TO THE

SOUTHWEST CORNER OF LOT 5 IN SAID RESUBDIVISION OF ROCK RUN CROSSINGS TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PROPERTY INDEX NUMBERS (PINS):
05-06-22-101-002-0020
05-06-22-101-002-0010
05-06-22-302-002-0000
05-06-22-305-001-0000
05-06-22-304-004-0020
05-06-22-301-013-0000
05-06-22-304-003-0000
05-06-22-304-005-0000
05-06-22-304-002-0000
05-06-22-301-011-0000
05-06-22-304-001-0020
05-06-22-304-001-0010
05-06-22-301-010-0000
05-06-27-100-011-0000
05-06-22-301-012-0000
05-06-22-301-005-0000

EXHIBIT C

CERTIFICATE OF SUBSTANTIAL COMPLETION

CULLINAN JOLIET, LLC, an Illinois limited liability company (the "***Developer***"), pursuant to that certain Amended and Restated Development Agreement dated as of May ____, 2026, between the **CITY OF JOLIET, ILLINOIS** (the "***City***") and the Developer (the "***Agreement***"), hereby certifies to the City as follows:

1. That as of _____ , 20_, the construction of the [New] Minimum Project has been substantially completed in accordance with the Agreement.

2. That the Developer is issuing this Certificate of Substantial Completion to the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the construction of the [New] Minimum Project.

3. The acceptance or failure of the City to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the work and complete the [New] Minimum Project as set forth in the Agreement.

Upon such acceptance by the City, the Developer may record this Certificate in the office of the Will County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this ___day of _____ ,20___.

CULLINAN JOLIET, LLC,
an Illinois limited liability company

By: Cullinan Companies, L.L.C.,
an Illinois limited liability company,
its Manager

By: _____
Its Manager

ACCEPTED:

CITY OF JOLIET, ILLINOIS

By:_____
Mayor

By:_____
City Clerk

EXHIBIT D

Form of City Note Number One

(to come)

EXHIBIT E

Form of City Note Number Two

(to come)

EXHIBIT F

FORM OF
REQUEST FOR DISBURSEMENT

TO: City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432
Attention: Treasurer

RE: $93,595,000
City of Joliet, Will and Kendall Counties, Illinois
General Obligation Bonds, Series 2022
(Rock Run Crossings Project)

Amount Requested: $_____
Request No.: _____
Total Disbursements to Date: $_____

1. Cullinan Joliet, LLC, and Illinois limited liability company (the "*Developer*") hereby requests that the City of Joliet, Will and Kendall Counties, Illinois (the "*City*") pursuant to the Bond Ordinance adopted on August 2, 2022 (the "*Ordinance*"), disburse on _____, 20__ the Amount Requested above from the Project Fund. All capitalized terms herein shall have the meanings assigned to them in the Ordinance.

2. In connection with the requested disbursement, the City and the Developer hereby certifies as follows:

(a) This written requisition is for payment of Redevelopment Project Costs in connection with the issuance of the above-referenced Bonds or reimbursement for the Redevelopment Project Costs incurred on or after May 13, 2019 as detailed in Schedule 1.

(b) The Redevelopment Project Costs to be financed or reimbursed with the proceeds constitute eligible "redevelopment project costs" under the TIF Act and have been approved by the City in accordance with the Redevelopment Plan.

(c) The City and the Developer have complied with all requirements under the TIF Act, the Act and the Ordinance relating to the disbursement request.

(d) The City Engineer has inspected the work for which payment is requested and has confirmed that the work for which payment is requested has been completed and payment therefore should be approved.

(e) Payment instructions sufficient to make the requested payment of $_____ are set forth in Schedule 2.

(f) No portion of the disbursement was set forth in any previous request for payment.

(g) The Developer has satisfied all of the terms of, and is not in default under, the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Dated: _____

CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS

By:_____
Its:_____

CULLINAN JOLIET, LLC, an Illinois limited liability company

By:_____
Its:_____

EXHIBIT G

Graphical Description of DHOS Parcel

The recording plat for Rock Run Crossings Drive Phase 2 Subdivision follows this page.

The DHOS Parcel is legally described as Lot 1 of the recording plat for Rock Run Crossings Drive Phase 2 Subdivision, part of the west half of Section 22, Township 35 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois.

(Attach Recording Plat)

EXHIBIT H

Terms of Recapture Agreement

The Recapture Agreement shall contain the following terms and conditions:

(i) an opening covenant and associated recapture right in favor of the Developer exercisable by the Developer in the event that DHOS fails to open its business to the public as a fully stocked and staffed "Dick's House of Sport" store within thirty (30) days after Substantial Completion, subject to Force Majeure and DHOS's then ongoing diligent pursuit of the opening of such store; and

(ii) The Developer's right to recapture the DHOS Parcel if DHOS ceases operations for three hundred sixty five (365) consecutive days or more, subject to Force Majeure, store remodeling and/or renovation, casualty and condemnation.

EXHIBIT I

Project Budget

	Joliet, IL
Estimate #/Rev #	**365**
Banner	**HOS w Field**
Date	**12/20/2024**
Budget Metric	**REC Approved Estimate**
Project Status	**REC Approved**
New/Retrofit	**New**
# of Levels	**2**
SF	**120,000**

Construction breakout	**DHOS Provided**
NATIONAL ACCOUNT VENDORS	
Millwork, Lozier, Wall Standards, Clerestory Panels, FSFW Panels, Fitting Rooms	$838,743
JCI BA - Burglar alarm	$141,069
Flooring	$1,148,400
Running Track	$258,833
Cook & Boardman - Doors and Hardware	$167,208
Ovation - audio visual	$347,398
Baler/Compactor	$31,013
Exterior Elements, Metal Panels	$714,565
Graphics, Baffles, Hanging Signs, Wallcoverings, Portal Wall Cladding/Graphics; Jumbotron	$1,224,000
Innomark - Graphic install plan	$11,750
HVAC equipment supply	$574,023
Level 10 - Data Vendor, wiring and install of data system	$417,600
Shelving & Racking; Dock Bumpers & Seals	$709,263
Electrical Distribution; Lighting Supply; Field Lighting	$1,055,433
Sensormatic CCTV security	$228,402
Cornell - dock rolling door & Mall Grilles	$27,731
Stanley - Auto entrance doors	$39,500
Schindler - Vertical Transportation, glass passenger elevator	$326,047
Schindler - Vertical Transportation, freight elevator	$358,998
Climbing Wall - Supply and Install	$215,000
Field Fence - Supply	$584,214

Field Sportsturf	$130,478
House of Cleats & Portal Walls	$475,842
Symmetry - Exterior Capitals on Piers	$38,500
Storytelling	$265,812
Sales Tax	$645,614
Overhead Allocation	$1,020,000
NAV Totals	**$11,995,435**
NAV PSF	$99.96
GENERAL CONTRACTOR	
General Conditions	$771,631
Builder's Risk Insurance	$111,672
GL Insurance	$222,238
Construction Management	$373,250
Contractor's Fee	$759,046
Cleaning	$150,000
Earthwork / Underground Utilities (field)	$330,609
Sidewalks/Curbs & Gutters/Bollards	$ 225,770
Cast-in-Place Concrete. Includes sidewalks, field	$ 2,138,645
Deep Foundations	$-
Fence Install	$175,000
Unit Masonry/Brick Veneer	$2,210,865
Steel - Structure, Stairs, Railings, Misc Metals	$4,144,008
General Carpentry	$238,064
Wall and Rigid Insulation / waterproof, weatherbarrier, caulking	$192,415
EIFS	$399,244
Roofing/Flashing/ Coping	$916,453
Doors Frames Hardware Install	$47,096
Glazing	$670,450
Gypsum Board Systems - Framing / Drywall / Sheathing	$2,345,700
Suspended Acoustical Ceilings	$43,682
Painting	$416,031
Miscellaneous Specialties	$62,716
Fire Protection System	$564,482
Plumbing	$534,661
HVAC	$1,031,989
Electrical	$2,067,886
Fire Alarm	$147,064
EMS	$86,554
Contingency / Impact Fees	$1,068,861
General Contractor Total	**$22,446,083**

GC PSF	$187.05
Construction Total	**$34,441,518**
PSF	$287.01
LHI Roll-up	
Construction	**$34,441,518**
Signage	**$225,640**
Permits / Fees	**$225,000**
Permitflow	**$2,200**
Testing Services	**$50,000**
Architecture / Engineering / Civil	**$650,000**
Capital Labor	**$55,000**
Legal / Development	**$28,000**
LHI Total	**$ 35,677,358**
	297.31
FFE & Technology	
Loose Sales Fixtures and Gondolas / Hardware	$876,118
Furniture - Sales and Office	$135,122
Mannequins	$248,020
Misc: Storytelling / Shops / Batting Cage	$110,093
Interior Signage	$26,149
Security: Safe, locks, Merch Tags	$139,089
Equipment	$358,577
Technology	$464,876
Total FFE & Technology	**$ 2,358,044**
	19.65
Gross CapEx Total	**$ 38,035,402**
SF	120,000
Total Cost PSF	**$316.96**

EXHIBIT J

Form of Compliance Certificate

[Exhibit J attached hereto and incorporated herein by reference, certifying to the City that the Developer is in compliance under all material construction and other contracts with third parties with respect to the development of the Project, including without limitation construction and completion of Hollywood Casino, and that other than the case of *Path Construction Company vs Cullinan Joliet*, *et al.* (Will County Case No 2025CH000119), no litigation exists, or is threatened against Developer, with respect to any such third party contract, which in the case of a mechanics lien claim has not been bonded over.]

EXHIBIT K

Schedule for Business District Creation

Step	Timing	Date	Day
Draft BD Eligibility Report to City Staff/Legal		21-Apr-26	Tue
Edits from City Staff/Legal to SBF	Assumes ~1 week for edits	27-Apr-26	Mon
City files BD Plan with City Clerk	Any date in advance of the first Council meeting	15-May-26	Fri
Council adopts Ordinance setting time & date of Public Hearing		19-May-26	Tue
Publish first notice of Public Hearing	Not more than 30 days before Public Hearing	29-May-26	Fri
Publish second notice of Public Hearing	Not less than 10 days before Public Hearing	5-Jun-26	Fri
Conduct Public Hearing	SB Friedman to present	16-Jun-26	Tue
Council Adopts Business District Ordinance	Not more than 90 days after the Public Hearing. Could also adopt the same night as the Public Hearing	16-Jun-26	Tue
SBF circulates address lists		23-Jun-26	Tue
City submits address list and adopted ordinance to ILDOR	By September 30, 2026 for BD sales tax to become effective January 1, 2027	30-Jun-26	Tue

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 242-26

File ID: 242-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/27/2026

Department: **Final Action:**

Title: Resolution Amending and Authorizing the Execution of an Amended and Restated Development Agreement with Cullinan Joliet, LLC for the Rock Run Crossing Development Project Area

Agenda Date: 05/05/2026

Attachments: Resolution, Amended and Restated Development Agreement 2026

Entered by: ksing@joliet.gov

Approval History

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

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 243-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Community Development Director

SUBJECT:
Resolution to Authorize a TIF Incentive Agreement with Matise Events LLC at 113 N. Ottawa

BACKGROUND:
Staff received an application for Tax Increment Financing (TIF) assistance from Matise Events LLC, for the rehabilitation of the commercial building located at 113 N. Ottawa Street, Joliet, Illinois 60432, within the Downtown Joliet TIF District (TIF #2). The property is identified as PIN 30-07-09-438-004-0000. The structure contains approximately 14,000 square feet and has remained vacant since 1991. The applicant has invested $2.5 million into the project to date, out of a total construction budget of $3.3 million.

The applicant acquired the building in 2023 with the intent to redevelop the property into an event venue for weddings, live music, and related gatherings. At the time of acquisition, the anticipated opening date was 2024. However, due to the evolving nature of the economy, labor shortages, and the rising cost of goods and services, the project has been delayed, but it is now nearing completion.

An additional cause of delay is the installation of the required sprinkler and fire suppression system. This system is necessary for the applicant to obtain a Certificate of Occupancy. The original cost estimate for the sprinkler and fire suppression system was $57,500; however, the added square footage to the building increased the price to $137,000, leaving a budget gap of $79,500. To close this gap, the applicant is requesting a TIF incentive agreement for $79,500. Staff have reviewed the request and determined that the proposed improvements are eligible under the Downtown Joliet TIF District redevelopment plan. The project would convert a long-vacant building into active commercial use, support reinvestment in the downtown area, and contribute to long-term economic activity. Completion of the fire suppression system is essential for occupancy and project viability. Thus, staff propose a TIF agreement in the form of a five-year forgivable loan.

The proposed forgivable loan would be structured as follows:

- Forgiveness of 20 percent per year over five years.
- Full forgiveness contingent upon continued operation and compliance with the redevelopment agreement at the end of the five years.
- Repayment of any unforgiven balance if the applicant ceases operations or vacates the property before the end of the five-year term.

On May 4, 2026 the Land Use & Economic Development Committee will discuss this request.

CONCLUSION:

This redevelopment is consistent with the goals of the Downtown Joliet TIF District, which encourages reinvestment, activation of long-time vacant properties, and increased economic activity within the downtown area. The proposed five-year forgivable loan for $79,500 would close the remaining funding gap, allow completion of the required fire suppression system, and facilitate the opening of the venue, which would bring pedestrian traffic to the area, and generate property and sales tax revenue to the City of Joliet.

RECOMMENDATION:
Based on the above, it is recommended that City Council approve a Resolution to Authorize a TIF Incentive Agreement in an amount not to exceed $79,500 for the installation of a fire suppression system with Matise Events LLC at 113 N. Ottawa.

RESOLUTION NO.

A RESOLUTION AUTHORIZING EXECUTION OF A TIF INCENTIVE AGREEMENT WITH MATISE EVENTS LLC AT 113 N. OTTAWA STREET

WHEREAS, Matise Events LLC (hereinafter referred to as DEVELOPER) is the owner of record of a property located at 113 N. Ottawa Street in Joliet, Illinois (hereinafter referred to as PROPERTY), also known as the old St. Mary Carmelite Church (PIN: 30-07-09-438-004-0000); and

WHEREAS, the PROPERTY contains approximately 14,000 square feet and has remained vacant since 1991; and

WHEREAS, the PROPERTY was acquired by the DEVELOPER in 2023 with the intent to redevelop the building into an event venue for weddings, live music, and related gatherings, which aligns with the goals of the Downtown Joliet TIF District Redevelopment Project Area; and

WHEREAS, the building requires substantial rehabilitation, including installation of a sprinkler and fire suppression system, which is necessary for the applicant to obtain a Certificate of Occupancy; and

WHEREAS, the DEVELOPER has invested $2.5 million into the project to date out of a total construction budget of $3.3 million; and

WHEREAS, the original cost estimate for the sprinkler and fire suppression system was $57,500, but due to increased square footage and rising material and labor costs, the updated estimate increased to $137,000, resulting in a funding gap of $79,500; and

WHEREAS, the DEVELOPER has requested a TIF Incentive Agreement in the amount of $79,500 to close this gap and complete the required safety improvements; and

WHEREAS, the Mayor and City Council have determined that the Project is consistent with and substantially furthers the objectives of the City of Joliet Downtown Redevelopment Project Area; and

WHEREAS, the Project is eligible to receive financial assistance in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 set seq.) (the “TIF Act”) and Section 8-11- 20 of the Illinois Municipal Code (65 ILCS 5/8-11-20); and

WHEREAS, the Mayor and City Council have determined that but for the assistance provided pursuant to this Agreement the Project would be unable to proceed; and

WHEREAS, this Agreement is intended to establish the terms and conditions under which the DEVELOPER will receive assistance provided by the City and the time and general manner in which the PROPERTY will be redeveloped; and

WHEREAS, this Agreement is adopted pursuant to the home rule powers of the City of Joliet, the TIF Act, and the Illinois Municipal Code; and

WHEREAS, the Mayor and City Council hereby find and determine that the execution of the TIF Incentive Agreement, attached hereto and incorporated herein as Exhibit “A”, will materially contribute to the economic development of the City of Joliet; 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 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 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 Mayor and City Council hereby find that this agreement is for a public purpose by finding that:

a. The PROPERTY is presently undeveloped and has been vacant for over one (1) year.
b. The Project will bring new jobs to the community.
c. The Project will serve to encourage future development in Downtown Joliet.
d. Site and redevelopment costs necessitate the incentives to foster the ability of the DEVELOPER to redevelop the property into a financially viable project.
e. The Project will result in a stronger commercial base within the community.
f. The Project will result in an enhanced tax base within the community.
g. The agreement with DEVELOPER is made in the best interest of the community.

SECTION 3: The Mayor and City Manager are hereby authorized to execute the TIF Incentive Agreement, which is substantially the same as "Exhibit A" attached hereto and incorporated herein. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 4: The Resolution is hereby passed pursuant to the City of Joliet's home rule authority.

SECTION 5: 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 6: This Ordinance shall be in effect immediately upon its passage.

PASSED this 5 day of May, 2026.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PREPARED BY: Diana Viveros, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

TAX INCREMENT FINANCING DISTRICT INCENTIVE AGREEMENT WITH MATISE EVENTS LLC AT 113 N. OTTAWA STREET

THIS AGREEMENT ("Agreement") is entered into on this __ day of ____ ("Effective Date"), by and between the **CITY OF JOLIET,** a municipal corporation ("City"), and **Matise Events LLC** "(Developer"), owner of property located at **113 N. Ottawa Street** ("Property").

RECITALS

WHEREAS, the Property is located within the Downtown Joliet Redevelopment Project Area, also known as TIF #5; and

WHEREAS, the Developer is the owner of record of the property located at 113 N. Ottawa Street in Joliet, Illinois, a 14,000 square foot building also known as the old St. Mary Carmelite Church (PIN: 30-07-09-438-004-0000); and

WHEREAS, the Developer has invested $2.5 million into the project to date out of a total construction budget of $3.3 million. The building requires substantial rehabilitation, including installation of a sprinkler and fire suppression system, which is necessary for the applicant to obtain a Certificate of Occupancy; and

WHEREAS, the original cost estimate for the sprinkler and fire suppression system was $57,500, but due to increased square footage and rising material and labor costs, the updated estimate increased to $137,000, resulting in a funding gap of $79,500. The Developer has requested a TIF Incentive Agreement in the amount of $79,500 to close this gap and complete the required safety improvements; and

WHEREAS, the Mayor and City Council have determined that the Project is consistent with and substantially furthers the objectives of the Downtown Joliet Redevelopment Plan; and

WHEREAS, the Project is eligible to receive financial assistance in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 set seq.) (the "TIF Act") and Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20); and

WHEREAS, the Mayor and City Council have determined that but for the assistance provided pursuant to this Agreement the Project would be unable to proceed; and

WHEREAS, this Agreement is intended to establish the terms and conditions under which the Developer will receive assistance provided by the City and the time and general manner in which the Property will be redeveloped; and

WHEREAS, this Agreement is adopted pursuant to the home rule powers of the City of Joliet, the TIF Act and the Illinois Municipal Code;

NOW, THEREFORE, in consideration of the foregoing recitals and the exchange of mutual consideration as set forth herein, the Developer and the City agree as follows:

AGREEMENT

1. DEFINITIONS

The following terms shall have the following meanings whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of the terms set forth below will be resolved solely by the City through its designated representative.

a. "**Economic Development Division**" means the City's designated representative responsible for managing and administering the Agreement on behalf of the City.

b. "**Completion Date"** means the date that the contractor has finished the Project pursuant to the design and architectural plans approved by City Council, the City Manager, or their designee, and to the satisfaction of the Developer, as evidenced by final payment to the contractor from the Developer.

c. "**Declaration**" means the Declaration of Covenants Affecting Real Property Developer is required to execute and record against the Property in order to obtain the Loan in the form attached hereto and incorporated herein as Exhibit "B". Projects approved for $5,000 or less are not subject to recorded an executed Declaration of Covenants document

d. "**Improvements**" means any agreed storefront, interior, and/or sustainability improvements made to the Property as part of the Program.

e. "**Owner Consent**" means a Certification of Ownership and Consent to be executed by the owner of the Property, if the Developer is not the owner, in the form attached hereto and incorporated herein as Exhibit "C".

f. "**Developer**" means the person applying for a Loan for Improvements on the Property and determined eligible by the City Council or City Manager or their designee to participate in the Program. Developer may be the owner of the Property or a business owner who has obtained written consent of the Property owner to participate in the Program and to proceed with the improvements identified within this Agreement.

g. "**Program Guidelines**" means the "City of Joliet -- TIF Incentive Program Guidelines" approved by the City Council that govern the Program and this Agreement. The Program Guidelines are attached hereto and incorporated herein as Exhibit "D". All terms not defined herein shall have the meanings ascribed thereto in the Program Guidelines.

h. "**Project**" means the storefront, interior buildout, and/or sustainability improvements on the subject property as proposed by the Developer and approved by the City Council.

i. **"Project Completion Date"** means the date agreed upon by the Developer and the City of Joliet when the approved TIF Incentive Program project will be completed by.

j. "**Property**" means the subject property owned or occupied by the Developer on which the improvements shall be completed. The Property is located within the City of Joliet and is legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

k. "**Loan**" means the total amount of the City's loan provided to the Developer, which is equal to no more than half the final total project cost up to the amount approved by City Council (whichever is less).

l. "**Total Allowable Expenses**" means the actual costs incurred, paid for, and documented by the Developer and approved by the City Manager or their designee for the proper performance of the improvement work required by the plans and specifications and/or architectural/design renderings for the Project.

m. **Total Project Expenditure**" means the total actual Project costs incurred by and paid for by the Developer including, without limitation, the costs of construction, materials, and supplies.

2. REDEVELOPMENT OF THE PROPERTY

a. *General*

Not later than July 31, 2026, the Developer, at its cost and expense, shall complete the redevelopment of the Property in accordance with this Agreement and be operational. Redevelopment of the Property shall not be considered complete until a Certificate of Occupancy is issued.

The redevelopment of the Property shall include the following items:

i. Installation of the sprinkler and fire suppression system

b. *Compliance with Codes and Ordinances*

The redevelopment of the Property shall be subject to all applicable zoning, building and life safety codes and ordinances of the City and all accessibility laws, including, but not limited to, the *Joliet Accessibility Code* (Section 8-709 et seq. of the Code of Ordinances).

The Developer shall use commercially reasonable efforts to require all contractors and subcontractors to pay their employees "prevailing wages" as determined from time to time under the *Illinois Prevailing Wage Act* (820 ILCS 120 et seq.).

c. *Prohibited Uses*

Unless approved by the corporate authorities of the City, no portion of the Project shall at any time be used for the operation of a sexually oriented business, firearm oriented business, a Payday Loan facility (consumer installment loan licensee), a currency exchange unless such loan operations are incidental to a bona fide commercial banking operation, a second hand goods dealer or a business that is engaged in the purchase of previously owned gold and gold jewelry, unless such purchases are incidental to the operation of a retail jewelry store on the Property.

d. *City Not Responsible for Project Expenses*

The City shall have no obligation to make any payments to any person, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or supplier providing services or materials to Developer, for the development of the Project.

3. TIF REDEVELOPMENT INCENTIVE

a. *Establishment of Eligibility*

Prior to the payment by the City of the TIF Redevelopment Incentive as hereinafter set forth, the Developer shall submit to the City a statement establishing that the Developer has incurred expenses that qualify as "Redevelopment Project Costs" within the meaning of Section 11-74.4-3(q) of the TIF Act (the "Statement of Redevelopment Project Costs"). The Developer shall not include any expense in the Statement of Redevelopment Project Costs that does not qualify as a redevelopment project cost within the meaning of the TIF Act or that was not incurred in connection with the redevelopment of the Property. The Statement of Redevelopment Project Costs may be amended by the Developer from time to time as the Developer incurs additional expenses that qualify as redevelopment project costs. The Developer's current budget for the Project, reflecting the Developer's current estimate of the expected Project costs, is attached hereto as Exhibit "C" for informational purposes only.

The City Manager or their designee shall review the Statement of Redevelopment Project Costs submitted by the Developer, and any amendments thereto, for compliance with this Agreement and the TIF Act. The City Manager or their designee may require the Developer to provide additional records or information to establish that claimed expenses qualify as redevelopment project costs incurred in compliance with this Agreement and the TIF Act. The City Manager shall be authorized to approve a Statement of Redevelopment Project Costs on behalf of the City that complies with this Agreement.

b. *TIF Redevelopment Incentive*

The TIF Redevelopment Incentive shall be in the form of a five-year forgivable loan as detailed below: TERMS OF FORGIVABLE LOAN OVER FIVE (5) YEARS

i. The Developer hereby agrees to comply with all terms and conditions of this Agreement.

ii. The Forgivable Loan paid by the City pursuant to this Agreement shall be made upon the execution of this agreement. The Developer shall provide proof of payment and additional documents requested by the City for the work completed prior to receiving the final Certificate of Occupancy. The Developer is responsible for all payments to the contractors, materials suppliers, and vendors, and for providing true and correct copies of unconditional lien releases to the City.

iii. The Forgivable Loan paid by the City pursuant to the Agreement constitutes a loan to Developer. Said Loan will be forgiven, provided that the Developer or successor-in-interest that has assumed the obligations of the Developer hereunder pursuant to a City-approved assignment and assumption agreement, either continues to own or occupy, as the case may be, the rehabilitated Property for a period of five (5) years from the date of receipt of the loan without removing or significantly altering the Improvements, as determined by the City in its sole discretion, and agrees to maintain the Improvements for said five (5) year

period. The total amount of the Loan will be forgiven in twenty percent (20%) increments, on an annual basis, such that at the end of five (5) years, the entire loan amount will be deemed forgiven and the loan balance will be zero. If the Developer sells the Property or fails to occupy the Property, as the case may be, prior to the end of the fifth (5th) year, the remaining pro rata share of the loan, with interest at the rate of three percent (3%) per annum, is due and payable to the City within thirty (30) calendar days, unless the succeeding property owner or business owner, as the case may be, (i) assumes the obligations of Developer pursuant to an City-approved assignment and assumption agreement, and (ii) does not make any changes to the Property resulting in the removal or a significant alteration to the Improvements, and maintains the improvements, for a period of five (5) years from the date of receipt of the Loan.

iv. The total payments to the Developer under both the first and second component shall not exceed the Statement of Redevelopment Project Costs.

4. REPRESENTATIONS AND COVENANTS OF THE DEVELOPER

a. The Developer and the City are entering into this Agreement in reliance on the special abilities of the Developer to perform or facilitate the performance of the development services, design services, construction management, and property management work set forth herein. The Developer covenants with the City to use its best efforts, skills, judgment, and abilities in performing or facilitating such development services, design services, construction management, and property management work. The Developer shall observe applicable laws, regulations, rules, codes, ordinances, and orders.

b. The Developer represents and warrants that it and all employees subject to its control that must be licensed or registered under any federal, state or local statute or regulation with regard to performing the development services, design services and construction work in relation to the Property will be duly licensed or registered and will maintain their licensing and registration throughout the Developer's performance of such development services, design services and construction management work.

c. The Developer shall perform or use commercially reasonable efforts to cause its contractors and subcontractors to perform, all services hereunder in accordance with generally accepted prevailing local standards of care, skill, diligence, and professional competence applicable to professionals engaged in developing and designing projects of similar size and type as the Property.

d. The Developer shall use commercially reasonable efforts to cause any contractors or subcontractors engaged by the Developer to comply with all applicable federal, state, and local laws, regulations or codes in connection with the development services, design services and rehabilitation work contemplated by this Agreement. (e) The Developer shall be responsible for contacting the City Manager or their designee to arrange for obtaining all City and other approvals and/or permits required for construction and completion of the Project.

e. The Developer must issue a notice to proceed to the contractor within thirty (30) calendar days of receipt of the Notice to Proceed issued by the City to Developer.

f. The Developer shall be fully responsible for managing, monitoring, and scheduling the construction of the Project, for ensuring compliance with the payment of prevailing wages (if applicable), and for ensuring that all improvements are completed properly and in conformance with the approved project.

g. The Developer shall be fully responsible for making all payments to contractors, suppliers, vendors and/or other third parties and for ensuring that all contractors, subcontractors, suppliers, vendors and/or other third parties are paid in full.

h. The Developer acknowledges and agrees that the improvements to be constructed in anticipation of a Loan, in the form of a forgivable loan provided by the City, constitutes the construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. The Developer shall comply with all requirements of Federal, Illinois and City of Joliet law.

i. The Developer shall be responsible for ensuring approved project is completed by project completion date agreed upon by the Developer and the City detailed in Section VI of this agreement.

j. Upon completion of the Project, the Developer shall notify the City Manager or their designee and call for an inspection of the Project. City Manager or their designee will arrange for the Property to be inspected.

k. The Developer shall submit to the City Manager or their designee proof of completion of the Project within forty-five (45) calendar days of the Completion Date, and shall include the following:

i. Cover letter indicating the Project is completed and the Total Cost Expenditures for the Project;
ii. All contractor invoices detailing the specific tasks completed in accordance with approved Project;
iii. Proof of payment of all invoices for all expenditures associated with the Project;
iv. Unconditional lien releases;
v. Any additional back up material requested by the City Manager or their designee;
vi. Before and after photographs;
vii. An executed (with signatures acknowledged) Declaration (for projects approved for a forgivable loan of $5,000 or more only); and
viii. For the five (5) year term of the Declaration, the Developer shall maintain the improvements in good condition and shall not make any changes to the Property resulting in an alteration to the Improvements.

5. REPRESENTATIONS AND COVENANTS OF THE CITY

a. The City shall cooperate with the Developer to facilitate the issuance of such building permits and approvals as may be necessary for the development and operation of the Property as contemplated herein.

b. The City shall not be obligated or liable to the Developer or any other party if the payment of TIF Funds to the Developer as contemplated by this Agreement is determined by a competent authority to be in violation of law and in such case the

Developer shall remit to the City all TIF Funds found to have been previously distributed in violation of law.

c. Within a reasonable time after Developer notifies City of the completion of the Project, the City Manager or their designee shall inspect the improvements to ensure they were completed in accordance with approved project scope.

d. City Manager or their designee shall review Developer's request and accompanying documents for a Loan. If all the terms, conditions, and obligations of Developer under this Agreement and the Program Guidelines have been met, the City Manager or their designee shall issue the Loan in an amount not to exceed one-half (1/2) of the Total Allowable Expenses, within the maximum allowable limits set forth in the Program Guidelines.

6. DEFAULT AND TERMINATION

a. *Termination*

If Developer shall fail to cure any Event of Default upon notice and within the time for cure provided for in XVII below, the City may, by written notice to the Developer, terminate this Agreement. Such termination shall trigger the "Repayment of Pro Rata Share of Loan defined in XVII.

Developer may not terminate this Agreement without the express written consent of City.

b. *Time of Performance*

The Developer shall complete the Project by the agreed upon project completion date between the Developer and the City in order to remain eligible for receipt of the Loan. Failure to complete the Project by the agreed upon project completion date below will result in termination of this Agreement. Requests for additional time and extensions in project completion time will be granted, but only if submitted in writing prior to the expiration of the agreement.

Project Completion Date: July 31, 2026

c. *Amount of the Forgivable Loan*

The total amount of the Loan to be made by the City pursuant to the terms and conditions of this Agreement, shall not exceed the amount of seventy-nine thousand five hundred dollars ($79,500.00).

d. *General*

In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity

shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

6. NOTICES

Notices and all other communications must be in writing and addressed as set forth below to the party to whom the notice or request is given. They must be either (a) delivered personally; (b) sent by U.S. certified mail, postage prepaid, return receipt requested; or (c) placed in the custody of Federal Express Corporation or other nationally recognized overnight carrier for next day delivery. Notice is deemed given 4 days after deposit into the U.S. mail; and twenty-four (24) hours after deposit with an overnight courier. From time to time either party may designate another notice address within the U.S. by giving the other party not less than thirty (30) days advance notice of the change.

Notice to the Developer shall be addressed as follows:

Matise Events LLC
C/O Mr. Joseph Matise
113 N. Ottawa St.
Joliet, Illinois 60432

Notice to the City shall be addressed as follows:

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

With a copy to:

City of Joliet
Economic Development Director
150 West Jefferson Street
Joliet, Illinois 60432

7. CLAIMS AGAINST THE CITY

The Developer agrees to defend, indemnify and save harmless the City, its officers, employees and other officials from any and all claims of any nature whatsoever which may arise from the Developer's performance of this Agreement, provided, however, that nothing contained

in this Agreement shall be construed as rendering the Developer liable for acts of the City, its officers, agents or employees.

The duty to defend and indemnify includes, but is not limited to, the duty to defend and indemnify claims related to the Project's eligibility to receive TIF Funds or the City's authority to provide TIF Funds to the Developer as set forth herein. In the event a claim is asserted against the City, or any other entity holding or distributing TIF Funds, that the Developer in not entitled to the amount of TIF Funds as certified, the City may hold the TIF Funds in escrow pending the final determination of the claim. If the determination of the claim is favorable to the Developer, the TIF Funds being held by the City shall be released to the Developer within thirty (30) days of notice to the City of such determination. Excluded from this paragraph is the parties' stipulation of a zero TIF Benchmark.

8. PROPERTY STANDARDS

The Developer shall manage the Property with reasonable professional skill and in compliance with all applicable ordinances.

9. INSURANCE

a. During the entire period in which work on the Project is performed until termination of the Declaration, the Developer shall obtain and maintain in full force and effect during said period the following insurance policies: (i) Comprehensive General Liability Insurance in a general aggregate amount of not less than one million dollars ($1,000,000), $1,000,000 Products and Completed Operations Aggregate, and $1,000,000 each occurrence and including; (ii) Automobile Insurance, maintained in full force and effect in an amount of not less than one million dollars ($1,000,000) per accident;

b. The Comprehensive General Liability Insurance and Automobile Insurance policies shall name the City of Joliet, and their respective elected officials, officers, employees, agents, and representatives as additional insured.

c. All deductibles on any policy shall be the responsibility of the primary holder of such policy and shall not be the responsibility of the City of Joliet.

d. Developer shall provide evidence of required insurance to the City Manager before execution of this Agreement.

10. OBLIGATION TO REFRAIN FROM DISCRIMINATION

a. Developer covenants and agrees for itself, its successors and its assigns to the Property, or any part thereof, that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which

it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Developers will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

11. NO AGENCY CREATED

The Developer and any contractor, supplier, vendor or any third party hired by Developer to complete the Project are not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Developer concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Developer shall follow the direction of the City concerning the end results of the obligations.

12. OWNERSHIP OF DOCUMENTS

All documents, including, without limitation, designs, plans, bids, bills and receipts, prepared and submitted to the City pursuant to this Agreement (including any duplicate copies) shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights thereto.

13. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by law, the Developer agrees to and shall defend, indemnify and hold harmless the City, and their respective officers, officials, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including expert witness fees, reasonable attorneys' fees, and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person resulting or arising from or in any way connected with the following, provided Developer shall not be responsible for (and such indemnity shall not apply to) any negligence or willful misconduct of the City, or their respective officers, officials, active employees, contractors or agents:

a. The development, construction, marketing, use or operation of the Property by the Developer, its officers, contractors, subcontractors, agents, employees or other persons acting on Developer's behalf [Indemnifying Parties];

b. The displacement or relocation of any person from the Property as the result of the development of the Project on the Property by the Indemnifying Parties;

c. Any plans or designs for the Project prepared by or on behalf of Developer including, without limitation, any errors or omissions with respect to such plans or designs;

d. Any loss or damage to the City resulting from any inaccuracy in or breach of any representation or warranty of Developer, or resulting from any breach or default by Developer, under this Agreement; and

e. Any and all actions, claims, damages, injuries, challenges and/or costs or liabilities arising from the approval of any and all entitlements or permits for the improvements by the City, and their respective officers, officials, employees, contractors or agents.

The foregoing indemnity shall continue to remain in effect after the Completion Date or after the earlier termination of this Agreement, as the case may be.

14. DUTY TO DEFEND

The Developer further agrees that the hold harmless agreement in Article XII, and the duty to defend the City, and their respective officers, officials, employees, contractors and agents, require the Developer to pay any costs that the City may incur which are associated with enforcing the hold harmless provisions, and defending any claims arising from obligations or services under this Agreement. If the City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to obligations or services under this Agreement, the Developer agrees to pay the City's attorney's fees, expert witness fees, and all costs.

15. COMPLIANCE WITH LAW

The Developer agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The City Manager or their designee will not issue any Loan to the Developer if there is in violation of any law, ordinance, code, regulation, permit, or Agreement Guideline.

16. DEFAULT; REMEDIES; DISPUTE RESOLUTION

a. Notice of Default.

In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Article XVI hereof identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within such thirty (30) day period, and shall continuously and diligently prosecute such cure, correction or remedy to completion. For purposes of this Agreement, "business days" shall refer to Monday through Friday, inclusive, other than State, Federal, or other locally declared holidays.

c. City Remedies; Repayment of Pro Rata Share of Loan.

In the event of a default by Developer of the terms of this Agreement that has not been cured within the timeframe set forth in Paragraph B above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct,

or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a default by Developer that occurs after the City has disbursed the Loan, the "Pro Rata Repayment Amount" and interest, at the rate of three percent (3%) per annum, commencing on the date City disbursed the Loan to Developer, shall become immediately due and payable. The rate of interest applicable to periods of default for the defaults set forth in this paragraph shall be calculated at the lesser of three percent (%) per annum or the maximum legal rate, and shall accrue as of the date such payment was originally due.

The "Pro Rata Repayment Amount" shall be the amount obtained by multiplying the original Loan amount times the percentage obtained by dividing the number of months remaining in the five (5) year covenant period that commences on the month the Declaration is recorded, and ends on the 5th anniversary (the "Covenant Period") by 60, which is the total number of months in the Covenant Period (12 months x 5 years). For example, if the amount of the Loan is $15,000, and the breach occurs after 3 years and two months (38 months), Developer shall repay $5,500 plus any interest that has accrued during this time.

All payments shall be first credited to accrued interest, next to costs, charges, and fees which may be owing from time to time, and then to principal. All payment shall be made in lawful money of the United States. Payments shall be made to City at the address set forth in Article XVI herein or at such other address as City may direct pursuant to notice delivered to Developer in accordance with Article XVI.

d. Developer's Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the Project, except as provided in this Article. Accordingly, Developer shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between Developer and the City regarding this Agreement or any of the matters referred to herein, the parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Developer's sole and exclusive judicial remedies.

17. APPLICABLE LAW

The internal laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement.

18. CONFLICT OF INTEREST

a. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects their personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested.

b. The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

19. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No member, official, agent, legal counsel or employee of the City shall be personally liable to the Developer, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

20. BINDING EFFECT

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

21. AUTHORITY TO SIGN

The Developer hereby represents that the persons executing this Agreement on behalf of Developer have full authority to do so and to bind Developer to perform pursuant to the terms and conditions of this Agreement.

22. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

23. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

24. NON-ASSIGNMENT

The Developer shall not assign the obligations under this Agreement, nor any monies due or to become due, without the City Manager's prior written approval, and Developer and Developer's proposed assignee's execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for immediate termination of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City, and any putative assignee.

25. NO WAIVER

No failure of either the City or the Developer to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this

Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

***IN WITNESS WHEREOF*,** the parties execute this Agreement effective on the date first above written.

CITY OF JOLIET,
an Illinois municipal corporation

By: _____
H. Elizabeth Beatty, City Manager

Date: _____

Attest: _____
Lauren O'Hara, City Clerk

Date: _____

DEVELOPER:

Matise Events LLC

By: _____
Joseph Matise, Owner

Date: _____

ATTACHMENTS:

1. Exhibit A – Legal Description of Property
2. Exhibit B – Declaration of Covenants Affecting Real Property (for projects approved for $5,000 or more in forgivable loans only)
3. Exhibit C – Certification of Ownership and Consent
4. Exhibit D – Program Guidelines

Return this form to:
City of Joliet
Economic Development Department
150 W. Jefferson Street
Joliet, IL 60432

For Official Use Only

Exhibit A: LEGAL DESCRIPTION OF PROPERTY

(Attach behind this page)

[EXHIBIT B]

This instrument was prepared by
And upon recording return to:
Economic Development Department
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

[RECORDING AREA]

DECLARATION OF COVENANTS AFFECTING REAL PROPERTY

THIS DECLARATION OF COVENANTS AFFECTING REAL PROPERTY ("Declaration") is entered into this _____ day of _____, _____ ("Effective Date"), by and between the CITY OF JOLIET, a public body corporate and politic ("City"), and _____ ("Developer").

RECITALS:

A. Developer owns fee title to, or holds a valid leasehold interest in, that certain improved real property located at _____. in the City of Joliet, County of Will, State of Illinois (hereinafter referred to as the "Property"). The property is improved with a commercial building currently used as _____. A legal description of the Property is attached hereto and incorporated herein as Exhibit "1".

B. The Site is within the City of Joliet ("City").

C. Developer has entered into a TIF Incentive Agreement (the "Agreement") with the City, dated as of _____, 20__, concerning the "Project" (as defined in the Agreement), City's provision to provide the Developer a Loan in the amount of half of the total project cost not to exceed _____ ($_____), in the form of a loan, to assist Developer in developing the Project (the "Loan"), and related matters, which Agreement is on file with the City as a public record and is incorporated herein by reference. All defined terms used herein shall have the same meaning as in the Agreement unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other valuable consideration, the sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

1. Developer hereby covenants as follows, which covenants shall run with land and shall be binding upon itself and its assigns, and each successor-in-interest to the Property or any portion thereof:

    a) To not transfer or encumber the Site or any portion thereof or assign any of its rights or obligations hereunder, under the Agreement, or under this Declaration without obtaining the prior written consent of the City.

    b) To maintain the insurance required pursuant to the provisions of Article VIII of the Agreement.

c) To indemnify, defend, and hold the City, and their respective officers, officials, members, employees, agents, and representatives (collectively, the "City and City Personnel"), harmless from and against all liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, expert witness fees, and court costs (hereinafter, collectively, "Claims"), arising from or as a result of the death or injury to any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person and which is caused by any acts or any errors or omissions of Developer or any of its employees, agents, servants, invitees, contractors, or subcontractors; provided, however, Developer shall not be required to indemnify, defend, and hold harmless the City if the Claim arises from or is caused in whole by active negligence or willful misconduct of the City, or any of their employees, agents, servants, invitees, contractors, or subcontractors

d) To not devote the Property to uses inconsistent with applicable laws, rules, and regulations of any governmental agencies having jurisdiction.

e) To maintain the Property and all improvements including the Improvements constructed as the Project, in first class condition and repair and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having jurisdiction and all their respective departments, bureaus, and officials. Developer shall not permit any accumulation of weeds, rubbish, or debris on the Property, and shall promptly remove any graffiti or other defacement of the Property. Developer shall not permit any unlawful use or public or private nuisance to be maintained on the Site.

f) To repay the Loan pursuant to the terms of Article XVII Paragraph C of the Agreement, when such repayment is required under the terms thereof.

g) That there shall be no discrimination against, or segregation of, any persons, or group of persons, on any basis of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

h) That, if the Developer hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

i) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Developers will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

2. All of the covenants, easements, agreements, conditions and restrictions contained herein, whether affirmative or negative: (a) are made for the direct benefit of the Benefited

Property; (b) are covenants running with the land; (c) are appurtenant to and shall not be conveyed or otherwise transferred separately from the Benefited Property, or the Site; and (d) bind and inure to the burden or benefit, as the case may be, of the respective heirs, personal representatives, successors and assigns of the parties hereto, including, without limitation, successive owners of all or any portion of, respectively, the Benefited Public Property and the Site.

3. The covenants and agreements established in this Declaration shall, without regard to technical classification and designation, be binding on Developer for the benefit of and in favor of the City, regardless of whether the City own or hold any interest in real property butting or adjacent to the Site or within the Project Area. Notwithstanding the foregoing or anything to the contrary herein, neither Developer nor any assign or successor-in-interest to the Site shall have any liability or responsibility for the breach of any covenant or agreement contained herein by any other assign or successor-in-interest to the Property that would constitute a breach or violation of the provisions hereof. At the termination of the Agreement, Developer may request that the City release the covenants set forth herein. The decision whether to release said covenants shall remain in the sole discretion of the City, which shall not be unreasonably withheld.

[end - signature page follows]

IN WITNESS WHEREOF, City and Developer have entered into this Declaration as of the Effective Date.

("City")

CITY OF JOLIET, an Illinois Municipal Corporation

By: _____

Its: City Manager

Dated: _____

("Developer")

_____ (signature)

By: _____

Its: _____

Dated: _____

State of Illinois)
County of Will)

On _____, before me, _____(insert name and title of the officer) Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

State of Illinois)
County of Will)

On _____, before me,_____ (insert name and title of the officer) Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the forgoing paragraph is true and correct. WITNESS my hand and official seal.

Signature_____ (Seal)

Owner Consent to Declaration

CONSENT TO RECORDATION

_____ (owner of the fee interest in the real property legally described in Exhibit "A" hereto, consents to the recordation of the foregoing Declaration of Covenants Affecting Real Property against said real property and agrees to be bound by the terms thereof applicable to the Developer.

Dated:_____

_____(signature)

By:_____

State of Illinois)
County of Will)

On_____, before me, _____ (insert name and title of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument of the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ECONOMIC INCENTIVES APPLICATION

for Tax Increment Financing

City of Joliet

Submittal Date of Application:

SECTION 1 - APPLICANT INFORMATION

A. **Applicant Name:** Joseph Matise **Company Name:** The Matise

Applicant Title: Owener & CEO **Phone:** [redacted]

Email: [redacted] **Website:** thematise.com

B. **Description of Business or Industry:**

The Matise is a historical wedding and event space desined to bring high end weddings and events on the weekend coupled with week night live entertainment and ticketed shows.

C. **Applicant Qualifications:**

Please briefly describe similar or relevant projects undertaken that demonstrate the developers ability to successfully complete development projects.

Project #1 Description:

I have supervised the construction and finacials of Burbank School. The project was a 27 million dollar ground up project.

Project #2: Description:

I have supervised the construction and finances of a complete remodel of a vacant party city store into usable class rooms and fine arts facility. The project was 10 million

Project #3: Description:

I oversaw the complete build out of an indoor facility franchise that I owned in Mokena illinois

PROJECT INFORMATION

A. Please briefly describe the proposed project:
It is required that we sprinkle the sanctuary portion ofthe church which will require a flow pump, piping and heads.

B. Subject Property Address: 113 n ottawa st Joliet

C. Subject Property Parcel Numbers:

#1 30-07-09-438-004-0000	#2
#3	#4
#5	#6
#7	#8

D. Is the applicant the property owner?

☑ Yes ☐ No

If no, please provide property owner information:

Name: **Phone:**

Email:

E. Has the property owner given permission for the development project?
☐ Yes ☐ No ☑ N/A

F. Project will include: ☑ New business(es) in Joliet ☐ Existing business(es) in Joliet ☐ N/A

G. Project will include: ☐ New building or facility ☑ Renovation of existing building or facility ☐ N/A

H. Will this project generate sales tax? If yes, what is the expected amount of sales revenue?
☑ Yes ☐ No Expected amount: $ 100,000

I. Estimated start date of construction: April 2, 2026

J. Estimated date of occupancy/commencement of operations: June 1, 2026

K. Has the developer selected a general contractor:
☑ Yes ☐ No If yes, provide company name: Donovan Construction

L. Projected Value of Improvements:

Current Assessed Value of Real Property: $ 400,000

Estimated Value of Real Property Improvements: $ 3,000,000

Estimated Value of Personal Property Improvements: $ 3,400,000

M. Will this project use extraordinary amount of water, electricity, natural gas, or other resources?

☐ Yes (Please explain below) ☑ No

EMPLOYMENT

A. Current # of Employees (if existing Joliet Business): FTE: 0 PTE: 0

B. Number of New Jobs Created:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
# of New FTE	3	2	1	1	1
# of New PTE	15	10	5	5	5
Total #	18	12	6	6	6

C. Wage Data:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Average Wage(FTE)					
Total Payroll					

D. Does the company provide?

	FTE		PTE	
Health Insurance:	☑ Yes	☐ No	☐ Yes	☑ No
Dental:	☑ Yes	☐ No	☐ Yes	☑ No
Retirement Plan:	☑ Yes	☑ No	☑ Yes	☐ No
Tuition Reimbursement:	☐ Yes	☑ No	☐ Yes	☑ No
Job Training Opportunities:	☑ Yes	☐ No	☑ Yes	☐ No

E. **Does the company have a plan or policies intended to promote the growth and development of minority employment, and minority/women business enterprises that have the work ethic and desire to succeed?**

☑ Yes ☐ No

If so, please cite your plans, policies, and practices regarding this project?

We will activley attend diverse job fairs and work closley with local educational institutions to recruit a diverse group of employees. We will also strive to work closley with women, minority, and veteran vendor partners.

INCENTIVE REQUEST

A. **Verify that the applicant is seeking a tax increment financing and identify the percent abatement and length of term.**

TIF Request

☐ TIF Rebate
Percent Property Tax Rebate: **%**
Length of Property Tax Rebate: years

☑ Grant
Grant Amount: $ 100,000

B. **Is the project also requesting a grant from a Special Service Area?**

☐ Yes ☑ No
Grant Amount: $

C. **Is the applicant requesting economic incentives from another organization or government entity? This includes City Center Partnership, Will County CED, township, etc.**

☑ Yes, from Amount: 100,000
☐ Yes, from Amount:
☐ Yes, from Amount:

☐ No

D. **Type of assistance sought (indicate all that apply):**

☐ Land acquisition
☐ Cost of studies, surveys, development of plans, and specifications.
☐ Property assembly costs
☑ Cost of rehabilitation or remodeling of existing buildings
☐ Eligible costs relating to new construction
☐ Relocation costs
☐ Interest cost incurred related to the construction of a redevelopment project
☐ Other:

E. **Will this project proceed if economic incentives are not granted?**

No. (Explain below)
Lack of funds could stall obtaining an occupancy permit. The fire supression system is required for holding events

Yes. (Explain below)

CONFLICT OF INTEREST DISCLOSURES

A. Is any owner of the business, land or building, or any tenant, or any of the project developers an elected or appointed official of the City of Joliet or related to an elected or appointed official of the City of Joliet, or routinely contracts with the City of Joliet to provide goods or services:

☐ Yes (Explain below) ☑ No

SUPPORTIVE DOCUMENTS

Please include relevant documents that support information shared on the application. Check the boxes of items included in the submittal and identify any additional documents provided. These documents are not required but will assist the City of Joliet in determining incentive eligibility.

Financial Information

☐ Letter(s) of credit

☐ Sources of funds summary

☐ Recent bank statement (dated no later than 2 week from application submittal date).

☐ Construction budget/ Contractor's sworn statement

☐ Pro-forma

☐ Letter(s) of good standing

☐ Federal Tax Returns

Property Information

- [ ] Site plan
- [ ] Floor plan(s)
- [ ] Conceptual drawing(s)
- [ ] Parking schedule
- [ ] No further remediation letter
- [ ] Property condition assessment report
- [ ] Property appraisal(s)
- [ ] Phase I - III environmental report
- [ ] Phase I – III IDOT report(s)

Other:

- [ ] Proof of ownership
- [ ] Business plan
- [ ] Market study report
- [ ] Letter(s) of intent
- [ ] Personal guarantee letter
- [ ] Construction Schedule
- [ ] Traffic Impact Study
- [ ] Other:
- [ ] Other:
- [ ] Other:
- [ ] Other:

[redacted]

Print Name: Joseph E. Matise

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 243-26

File ID: 243-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/09/2026

Department: Economic Development **Final Action:**

Title: Resolution to Authorize a TIF Incentive Agreement with Matise Events LLC at 113 N. Ottawa

Agenda Date: 05/05/2026

Attachments: Resolution, The Matise_TIF_Incentive_Agreement.docx, Matise TIF Incentives Application.pdf

Entered by: pmartinez@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/30/2026	Dustin Anderson	Approve	5/1/2026
1	2	4/30/2026	Kevin Sing	Approve	5/4/2026
1	3	4/30/2026	Todd Lenzie	Approve	5/4/2026
1	4	5/1/2026	Beth Beatty	Approve	5/4/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 244-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Quaternary Delivery Structure)

BACKGROUND:
The City of Joliet is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024. The City has identified the location for its quaternary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City's quaternary point of delivery. The property for the water delivery structure is owned by the City. Therefore, an easement needs to be granted to the Commission so it can construct, own, operate, and maintain the water delivery structure infrastructure.

The Public Service Committee will review this matter.

CONCLUSION:
The City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure for the quaternary point of delivery consistent with the Water Supply Agreement.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve a Resolution Approving an Easement Agreement for Water Delivery Structure by and between the City of Joliet and the Grand Prairie Water Commission for the Joliet quaternary delivery structure.

powered by Legistar™

RESOLUTION NO. _____

RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR WATER DELIVERY STRUCTURE BY AND BETWEEN THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET (Joliet Quaternary Delivery Structure)

WHEREAS, the City of Joliet ("City") provides potable water service through its water system to its water customers ("Water Service"); and

WHEREAS, the provision of Water Service is a matter essential to the public health, safety, and welfare; and

WHEREAS, a safe, reliable, and ample supply of water is essential to providing cost-effective Water Service; and

WHEREAS, the City is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement"); and

WHEREAS, the City has identified the location for its quaternary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City's quaternary point of delivery; and

WHEREAS, the City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure ("Easement Agreement") for the quaternary point of delivery consistent with the Water Supply Agreement; and

WHEREAS, the City of Joliet is a home rule municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, the Mayor and City Council find and determine that it is in the best interests of the City and the public, including its water customers, to enter into the Easement Agreement in order to continue the provision of Water Service by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, 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 Easement Agreement for the City's quaternary point of water delivery from the Commission is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute and seal the Easement Agreement. 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 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 May, 2026.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A

EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, RETURN TO:

Melissa M. Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, IL 60018

(This Space for Recorder's Use Only)

EASEMENT AGREEMENT
FOR WATER DELIVERY STRUCTURE

THIS EASEMENT AGREEMENT ("Agreement") is dated as of this _____ day of _____, 2026, by and between the GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate ("Commission"), and CITY OF JOLIET, an Illinois municipal corporation ("Owner"), which may be collectively referred to as the "Parties" or individually as a "Party".

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and pursuant to City's statutory and home rule powers and the Commission's statutory powers, the Parties agree as follows:

1. **BACKGROUND**.

A. The Owner is the owner of certain real estate located at 1290 N. 129th Infantry Drive in Joliet, County of Will, State of Illinois, which real estate is legally described in Exhibit A ("Subject Property").

B. The Owner and the Commission have determined that it is in their respective best interests to enter into this Agreement in order to provide the Commission with a sufficient property interest in the Subject Property to fulfill the purposes described in this Agreement.

2. **GRANT AND USE OF PERMANENT EASEMENTS**. The Owner grants, conveys, warrants, and dedicates to the Commission the following easements in connection with the Commission's water works system together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted in this Agreement:

A. A permanent and perpetual exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the exclusive water delivery structure easement in Exhibit B ("WDS Exclusive Easement Premises"), to survey, construct, install, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively "Permitted Uses") a water delivery structure and related water transmission mains and related conduit and any appurtenances to the water delivery structure and such mains and conduit as well as an access road for the purpose of vehicular, equipment and pedestrian ingress and egress and other utilities necessary to serve the WDS Facilities (collectively, "WDS Facilities"), provided, however, that Owner may install its water main

to connect to the Commission water main to receive delivery of water from the Commission within the WDS Exclusive Easement Premises;

B. A permanent and perpetual non-exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the non-exclusive water delivery structure easement in Exhibit B ("WDS Non-Exclusive Easement Premises"), to perform the Permitted Uses for the WDS Facilities and a water transmission main or mains and related conduit and any appurtenances to such mains and conduit (collectively, "Water Mains"); provided, however, that the water delivery structure itself will not be located in the WDS Non-Exclusive Easement Premises; and

C. A permanent and perpetual non-exclusive easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the utility service easement in Exhibit B ("Utility Service Easement Premises"), to perform the Permitted Uses for any utility service lines for the purpose of providing utility services, including without limitation electricity, gas, communications and other services and related conduit and any appurtenances to serve the WDS Facilities (collectively, "Utility Lines")

The WDS Facilities, the Water Mains and the Utility Lines are collectively referred to as the "Facilities". The WDS Exclusive Easement Premises, the WDS Non-Exclusive Easement Premises and the Utility Service Easement Premises are collectively referred to as the "Permanent Easement Premises". The Commission shall, at its sole cost and expense, complete the Permitted Uses for the Facilities in a good and workmanlike manner. Title to the Facilities installed within the Permanent Easement Premises by the Commission shall vest solely in the Commission and the Commission will be responsible for all maintenance and repair of the Facilities.

3. **GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT**. The Owner grants, conveys, and warrants to the Commission a temporary construction easement for the Permitted Uses for the Facilities in, at, over, on, along, across, through, upon and under that portion of the Subject Property legally described and depicted as the temporary easement on Exhibit B as well as a mutually agreed-upon area within the Subject Property to enable access to a water source on the Subject Property or adjacent property to obtain water during construction of the Facilities ("Temporary Easement Premises"). The Temporary Easement Premises shall be used by the Commission for a period commencing with the start of initial construction on the Permanent Easement Premises and ending on December 31, 2032, or such other date to which the Parties mutually agree.

4. **INDEMNITY, HOLD HARMLESS AND INSURANCE**.

A. Party Indemnity.

i. The Commission agrees to indemnify and hold harmless the Owner, its officers, employees and agents ("Owner Group") from and against all claims, demands, damages, losses, and causes of action (collectively "Claims") that arise directly from the Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and are being asserted by any person on account of the bodily injury or death of any officer, employee or agent of the Commission ("Commission Group"), or damage to or loss of property of Commission Group.

ii. The Owner agrees to indemnify and hold harmless the Commission Group from and against all Claims that arise out of or are related to negligent actions or failures to act by the Owner and Owner Group pertaining to the Subject Property and are being asserted by any person on account of the bodily injury or death of any member of Owner Group, or damage to or loss of property of Owner Group.

B. Third-Party Indemnity. Subject to Section 4.A. above, each Party agrees to indemnify and hold harmless the other Party from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the indemnifying Party's group in connection with the Commission's Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and the negligent actions or failures to act by Owner or the Owner Group in connection with Owner's use of the Subject Property.

C. Insurance By Commission and Owner. Each Party shall carry at all times, with respect to the Permanent Easement Premises and the Temporary Easement Premises, commercial general liability insurance, including contractual liability coverage in commercially reasonable limits. Such insurance shall name the other Party as an additional insured. Each Party shall, from time to time upon request of the other Party, furnish to the other Party certificates and copies of policies evidencing such coverage.

D. Insurance and Indemnification by Contractors. The Commission shall require any contractor it retains to perform work within the Permanent Easement Premises and the Temporary Easement Premises, and the Owner shall require any contractor it retains to perform work on the Subject Property, to:

i. name the other Party as an additional insured on the contractor's commercial general liability insurance, including contractual liability coverage, in commercially reasonable limits. Each Party shall require its contractor to furnish to the other Party certificates and copies of policies evidencing such coverage; and

ii. indemnify and hold harmless the other Party's group (the Owner Group or Commission Group, as applicable) from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the Contractor.

5. **RESERVED RIGHTS**.

A. The Owner reserves the right to use the WDS Non-Exclusive Easement Premises and Temporary Easement Premises in any manner that will not prevent, interfere with, or impair in any way the Commission's exercise of the rights granted in this Agreement; provided, however, that the Owner shall not take any actions or permit actions to be taken within, along, upon or adjacent to the Permanent Easement Premises and the Temporary Easement Premises that would permanently or temporarily improve or obstruct the Permanent Easement Premises, or the Temporary Easement Premises during the term in Section 3, or that violate the requirements of Section 8.9 of the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement") so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto.

B. The Commission shall be permitted at all times to inspect the Permanent Easement Premises and Temporary Easement Premises and to enter upon the Permanent Easement Premises and Temporary Easement Premises to ensure that the terms of this Agreement are being fulfilled and to perform any Permitted Uses that the Commission may choose to perform.

6. **TERMS OF USE BY COMMISSION.**

A. The rights granted by this Agreement shall include, without limitation, the removal or relocation of items which conflict with the Permitted Uses for the Facilities.

B. The Permitted Uses of the Facilities and related activities by the Commission on the Permanent Easement Premises and Temporary Easement Premises shall not permanently interfere with or change the natural drainage of the Subject Property.

C. The Parties intend that the Subject Property will be enclosed by a fence that will be installed, owned, maintained and repaired by the Commission. The Commission shall provide to the Owner keys or other methods for unlocking gates as necessary for access by Owner to perform maintenance and repair and regular upkeep as described in Section 6.D.

D. The Owner will be responsible for all maintenance and repair on the Subject Property other than for the Facilities and the fence installed pursuant to Section 6.C. The Owner will be responsible for the regular upkeep of the Subject Property, such as mowing, landscaping and snow removal, unless otherwise agreed between the Parties.

7. **COMMISSION RESTORATION**. Upon completion of the Permitted Uses for the Facilities, the Commission agrees to restore the surface of the Permanent Easement Premises and Temporary Easement Premises to its original grade and condition except where otherwise required for the Permitted Uses.

8. **ADDITIONAL EASEMENTS**. The Owner agrees that the Owner will not subsequently grant any exclusive or non-exclusive easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises, which will in any way interfere with the rights of the Commission under this Agreement or be inconsistent with Section 8.9 of the Water Supply Agreement so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto. To the best of Owner's knowledge, Owner represents that there are no prior exclusive or non-exclusive easements previously granted affecting the Permanent Easement Premises and Temporary Easement Premises that may cause such interference. The Owner shall not grant any easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises or Temporary Easement Premises without prior notice to the Commission and must obtain the Commission's prior review and written approval for any easement to be granted in an exclusive easement area. Any easement granted in violation of this Section shall be invalid.

9. **COVENANTS RUNNING WITH THE LAND**. The easements, rights, restrictions, agreements and covenants granted, imposed by, or contained in this Agreement shall be (A) easements, rights, restrictions, agreements and covenants running with the land, (B) recorded against the Subject Property at the Commission's expense and (C) binding upon and inure to the benefit of the Owner and the Commission and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion of the Subject Property, and all persons claiming under them.

10. **ASSIGNMENT OF RIGHTS**. The Owner agrees that the Commission may assign its rights or delegate its duties under this Agreement to any assignee for the purpose of the Permitted Uses of the Facilities.

11. **AMENDMENT**. This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the Commission.

12. **EXHIBITS**. Exhibits A through B attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

13. **DUPLICATE ORIGINALS**. This Agreement may be executed in duplicate and each copy shall be considered an original, and all of which will be considered the same Agreement.

THE UNDERSIGNED, intending to be legally bound, have executed this Agreement as of the date written on the first page of this Agreement.

CITY OF JOLIET, an Illinois municipal corporation

ATTEST/WITNESS:

By: _____
Lauren O'Hara, City Clerk

By: _____
Terry D'Arcy, Mayor

GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate

ATTEST:

By: _____
John D. Noak, Secretary

By: _____
Clarence C. Debold, Chair

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2026, by Clarence C. Debold, the Chair of the **GRAND PRAIRIE WATER COMMISSION,** a regional water commission, municipal corporation, and body politic and corporate, and by John D. Noak, the Secretary of said commission.

_____
Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2026, by Terry D'Arcy, the Mayor of the **CITY OF JOLIET,** an Illinois municipal corporation, and by Lauren O'Hara, the City Clerk of said City.

_____
Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 35 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS, CONSISTING OF 80 ACRES, MORE OR LESS.

EXCEPT:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, TROY TOWNSHIP, WILL COUNTY, ILLINOIS, THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 40 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG A LINE 40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER 440 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, 550 FEET; THENCE NORTHWESTERLY 484.23 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER THAT IS 750 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 750 FEET TO THE POINT OF BEGINNING

ALSO EXCEPT:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 32 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 440.00 FEET (134.112 METERS TO A LINE 440 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER AFORESAID; THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 40.00 FEET (12.191 METERS) TO A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER AFORESAID; THENCE SOUTH 89 DEGREES 32 MINUTES 21 SECONDS EAST ALONG SAID PARALLEL LINE, 910 FEET (2.774 METERS) TO A POINT ON A 370.10 FOOT (112.808 METER) RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 77 DEGREES 11 MINUTES 38 SECONDS EAST FROM SAID POINT AND FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE CENTRAL ANGLE 77 DEGREES 39 MINUTES 17 SECONDS 501.61 FEET (152.892 METERS) THENCE SOUTH 89 DEGREES 32 MINUTES 21 SECONDS EAST ALONG TANGENT, 103.70 FEET (31.607 METERS) THENCE SOUTH 00 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER AFORESAID, 290.98 FEET (88.690 METERS) TO A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 32 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, 466.66 FEET (142.239 METERS) TO A POINT OF BEGINNING. (SAID PARCEL CONTAINS 2.500 ACRES, MORE OR LESS (10,117 SQUARE METERS) OF LAND)

ALSO EXCEPT:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1, THENCE SOUTH 01 DEGREE 44 MINUTES 58 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, THAT IS ALSO THE EAST LINE OF THE

PRESERVE ON THE ROCK RUN UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 2001, AS DOCUMENT NUMBER R2001-131075, 1982.81 FEET TO A POINT THAT IS 750.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, WHICH IS ALSO THE NORTHWEST CORNER OF DOCUMENT NUMBER R71-7095; THENCE SOUTH 66 DEGREES 57 MINUTES 41 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID DOCUMENT NUMBER R71-7095, 484.65 FEET TO THE NORTHEASTERLY CORNER OF SAID DOCUMENT NUMBER R71-7095, AT A POINT THAT IS ALSO 440.00 FEET EAST OF SAID WEST LINE OF THE NORTHEAST QUARTER AND 550.00 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 44 MINUTES 58 SECONDS WEST, ALONG A LINE 440.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER, 817.02 FEET TO A POINT THAT IS 1367.00 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 40 MINUTES 08 SECONDS EAST, ALONG A LINE THAT IS 1367.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER 883.26 FEET, TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 36 MINUTES 43 SECONDS WEST 1218.96 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER, TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 10 MINUTES 41 SECONDS WEST 1326.47 FEET ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 55.00 FEET THEREOF, IN WILL COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART DEDICATED FOR PUBLIC STREET BY PLAT OF DEDICATION RECORDED AS DOCUMENT R80-0645

Commonly Known as 1290 N. 129th Infantry Drive in Joliet, Will County, Illinois 60435

Permanent Real Estate Index No. 05-06-01-200-030-0000

EXHIBIT B

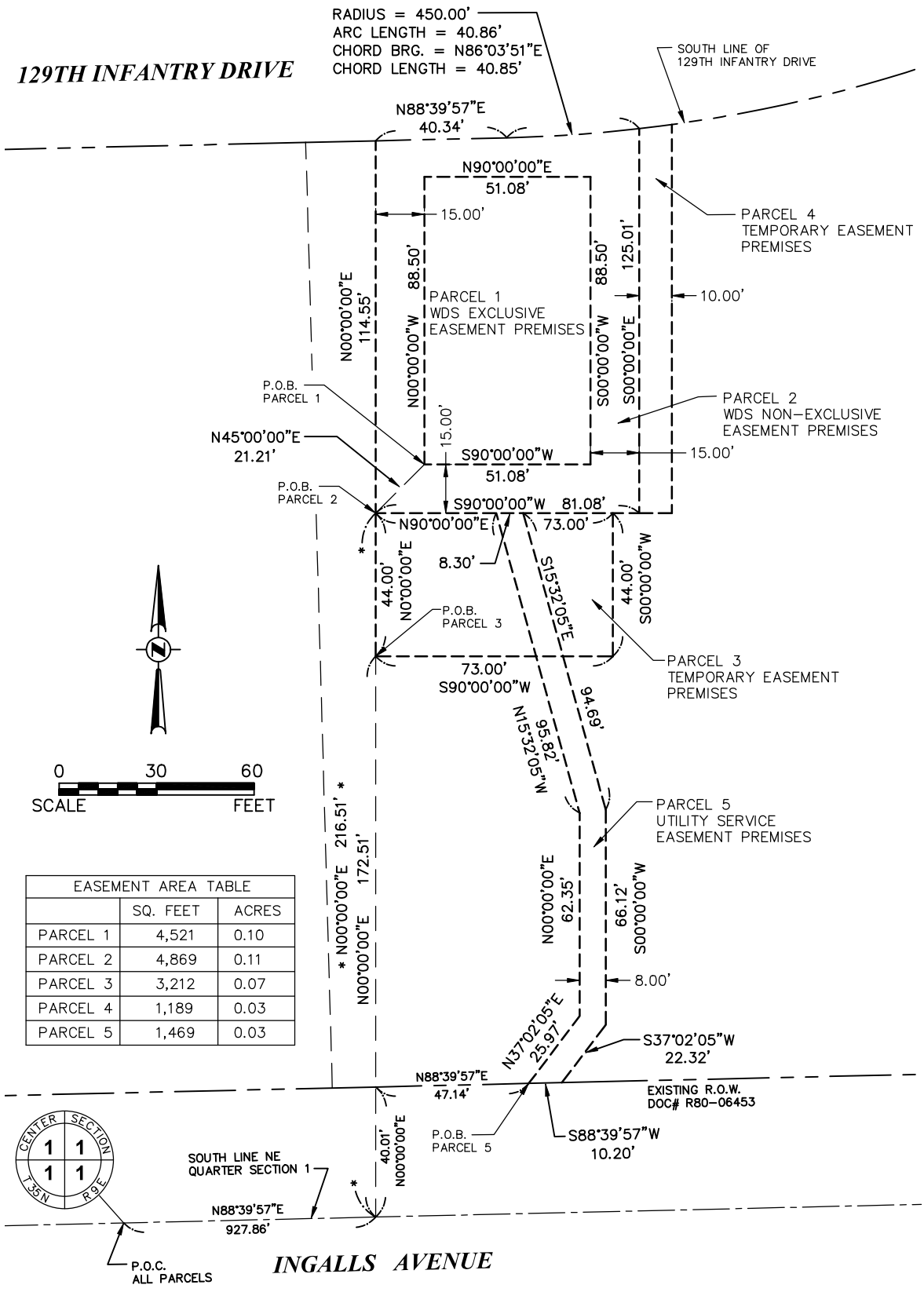
Legal Description and Depiction of the
Permanent Easement Premises and Temporary Easement Premises

See attached Easement Exhibit prepared by Engineering Enterprises, Inc., consisting of two sheets attached, dated April 17, 2026

Commonly Known as 1290 N. 129th Infantry Drive in Joliet, Will County, Illinois 60435

Permanent Real Estate Index No. 05-06-01-200-030-0000

EASEMENT EXHIBIT



EASEMENT AREA TABLE		
	SQ. FEET	ACRES
PARCEL 1	4,521	0.10
PARCEL 2	4,869	0.11
PARCEL 3	3,212	0.07
PARCEL 4	1,189	0.03
PARCEL 5	1,469	0.03

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

P.I.N. 05-06-01-200-030
CITY OF JOLIET

JOLIET QUATERNARY
DATE: APRIL 17, 2026

SHEET 1 OF 2

PROJECT NO: J02201JO
FILE NO: JOLIET QUATERNARY WDS EASEMENTS

H:\SDSKProj\JO_Joliet\2022_JO2201RB Easements\Joliet\Joliet Quaternary\Joliet Quaternary WDS Easements.dwg, 4/17/2026 12:34:34 PM, AutoCAD PDF (General Documentation).pc3

EASEMENT LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS:

PARCEL 1: WDS EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 216.51 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 51.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 51.08 FEET TO THE POINT OF BEGINNING.

PARCEL 2: WDS NON-EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 216.51 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 114.55 FEET TO THE SOUTH LINE OF 129TH INFANTRY RIGHT OF WAY; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 40.34 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 40.86 FEET, ALONG SAID SOUTH LINE, BEING A CURVE TO THE LEFT WITH RADIUS OF 450.00 FEET, CHORD BEARING NORTH 86 DEGREES 03 MINUTES 51 SECONDS EAST AND CHORD LENGTH OF 40.85 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 125.01 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 81.08 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 1 DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 216.51 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 51.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 51.08 FEET TO THE POINT OF BEGINNING.

PARCEL 3: TEMPORARY EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 172.51 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 44.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 73.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 44.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 73.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4: TEMPORARY EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART LYING 10.00 FEET EASTERLY OF AND ADJOINING PARCEL 2, DESCRIBED HEREON, BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 129TH INFANTRY DRIVE AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL 2 DESCRIBED HEREON.

PARCEL 5: UTILITY SERVICE EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 40.01 FEET TO THE NORTH LINE OF INGALLS AVENUE ACCORDING TO DOCUMENT R80-06453; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE, 47.14 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 37 DEGREES 02 MINUTES 05 SECONDS EAST, 25.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 62.35 FEET; THENCE NORTH 15 DEGREES 32 MINUTES 05 SECONDS WEST, 95.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.30 FEET; THENCE SOUTH 15 DEGREES 32 MINUTES 05 SECONDS EAST, 94.69 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 66.12 FEET; THENCE SOUTH 37 DEGREES 02 MINUTES 05 SECONDS WEST, 22.32 FEET TO THE NORTH LINE OF SAID INGALLS AVENUE; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 10.20 FEET TO THE POINT OF BEGINNING.

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

P.I.N. 05-06-01-200-030
CITY OF JOLIET

JOLIET QUATERNARY
DATE: APRIL 17, 2026

PROJECT NO: JO2201JO
FILE NO: JOLIET QUATERNARY WDS EASEMENTS

H:\SDSKProj\JO_Joliet\2022_JO2201RB Easements\Joliet\Joliet Quaternary\Joliet Quaternary WDS Easements.dwg, 4/17/2026 12:35:11 PM, AutoCAD PDF (General Documentation).pc3

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 244-26

File ID: 244-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/23/2026

Department: Public Utilities **Final Action:**

Title: Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Quaternary Delivery Structure)

Agenda Date: 05/05/2026

Attachments: Resolution, GPWC-Joliet WDS Esmt Agrmt-129th Infantry (Quaternary)-For Packet (+exh)

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 245-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Secondary Delivery Structure)

BACKGROUND:
The City of Joliet is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024. The City has identified the location for its secondary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City's secondary point of delivery. The property for the water delivery structure is owned by the City. Therefore, an easement needs to be granted to the Commission so it can construct, own, operate, and maintain the water delivery structure infrastructure.

The Public Service Committee will review this matter.

CONCLUSION:
The City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure for the secondary point of delivery consistent with the Water Supply Agreement.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve a resolution approving an Easement Agreement for Water Delivery Structure by and between the City of Joliet and the Grand Prairie Water Commission for the Joliet secondary delivery structure.

powered by Legistar™

RESOLUTION NO. _____

RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR WATER DELIVERY STRUCTURE BY AND BETWEEN THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET (Joliet Secondary Delivery Structure)

WHEREAS, the City of Joliet ("City") provides potable water service through its water system to its water customers ("Water Service"); and

WHEREAS, the provision of Water Service is a matter essential to the public health, safety, and welfare; and

WHEREAS, a safe, reliable, and ample supply of water is essential to providing cost-effective Water Service; and

WHEREAS, the City is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement"); and

WHEREAS, the City has identified the location for its secondary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City's secondary point of delivery; and

WHEREAS, the City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure ("Easement Agreement") for the secondary point of delivery consistent with the Water Supply Agreement; and

WHEREAS, the City of Joliet is a home rule municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, the Mayor and City Council find and determine that it is in the best interests of the City and the public, including its water customers, to enter into the Easement Agreement in order to continue the provision of Water Service by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, 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 Easement Agreement for the City's secondary point of water delivery from the Commission is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute and seal the Easement Agreement. 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 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 May, 2026.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A

EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, RETURN TO:

Melissa M. Wolf
Storino Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, IL 60018

(This Space for Recorder's Use Only)

EASEMENT AGREEMENT
FOR WATER DELIVERY STRUCTURE

THIS EASEMENT AGREEMENT ("Agreement") is dated as of this _____ day of _____, 2026, by and between the GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate ("Commission"), and CITY OF JOLIET, an Illinois municipal corporation ("Owner"), which may be collectively referred to as the "Parties" or individually as a "Party".

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and pursuant to the Commission's statutory powers, the parties agree as follows:

1. **BACKGROUND**.

A. The Owner is the owner of certain real estate located at the southeast corner of Black Road and County Line Road, unincorporated Will County, State of Illinois, which real estate is legally described in Exhibit A ("Subject Property").

B. The Owner and the Commission have determined that it is in their respective best interests to enter into this Agreement in order to provide the Commission with a sufficient property interest in the Subject Property to fulfill the purposes described in this Agreement.

2. **GRANT AND USE OF PERMANENT EASEMENTS**. The Owner grants, conveys, warrants, and dedicates to the Commission the following easements in connection with the Commission's water works system together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted in this Agreement:

A. A permanent and perpetual exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the exclusive water delivery structure easement in Exhibit B ("WDS Exclusive Easement Premises"), to survey, construct, install, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively "Permitted Uses") a water delivery structure and related water transmission mains and related conduit and any appurtenances to the water delivery structure and such mains and conduit and other utilities necessary to serve the WDS Facilities (collectively, "WDS Facilities"), provided, however, that Owner may install its water main to connect to the water delivery structure to receive delivery of water from the Commission within the WDS Exclusive Easement Premises;

B. A permanent and perpetual non-exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the non-exclusive water delivery structure easement in Exhibit B ("WDS Non-Exclusive Easement Premises"), to perform the Permitted Uses for the WDS Facilities; provided, however, that the water delivery structure itself will not be located in the WDS Non-Exclusive Easement Premises;

C. A permanent and perpetual non-exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as a water main easement in Exhibit B ("Feeder Main Easement Premises"), to perform the Permitted Uses for a water transmission main or mains and conduit for communications purposes and any appurtenances to such mains and conduit and other utilities necessary to serve the WDS Facilities (collectively, "Water Mains");

D. A permanent and perpetual non-exclusive easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the utility service easement in Exhibit B ("Utility Service Easement Premises"), to perform the Permitted Uses for any utility service lines for the purpose of providing utility services, including without limitation electricity, gas, communications and other services and related conduit and any appurtenances to serve the WDS Facilities (collectively, "Utility Lines"); and

E. A permanent and perpetual non-exclusive easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the access easement in Exhibit B ("Access Easement Premises"), for the purpose of vehicular, equipment and pedestrian ingress and egress to and from the WDS Exclusive Easement Premises, the WDS Non-Exclusive Easement Premises, the Utility Service Easement Premises and the Feeder Main Easement Premises for the purpose of exercising the rights granted in this Agreement.

The WDS Facilities, the Water Mains and the Utility Lines are collectively referred to as the "Facilities". The WDS Exclusive Easement Premises, the WDS Non-Exclusive Easement Premises, the Utility Service Easement Premises, the Feeder Main Easement Premises and the Access Easement Premises are collectively referred to as the "Permanent Easement Premises". The Commission shall, at its sole cost and expense, complete the Permitted Uses for the Facilities in a good and workmanlike manner. Title to the Facilities and the Commission Road (defined in Section 6.C) installed within the Permanent Easement Premises by the Commission shall vest solely in the Commission; maintenance, repair, replacement and regular upkeep shall be as provided in Section 6 of this Agreement.

3. **GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT**.

A. The Owner grants, conveys, and warrants to the Commission a temporary construction easement for the Permitted Uses for the Facilities in, at, over, on, along, across, through, upon and under that portion of the Subject Property legally described and depicted as the temporary easement on Exhibit B as well as a mutually agreed-upon area within the Subject Property to enable access to a fire hydrant on the Subject Property, if available, to obtain water during construction of the Facilities ("Temporary Construction Easement Premises"). The Temporary Construction Easement Premises shall be used by the Commission for a period commencing with the start of initial construction on the Permanent Easement Premises and ending on December 31, 2032, or such other date to which the parties mutually agree.

B. The Owner grants, conveys, and warrants to the Commission a temporary access easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the temporary access easement in Exhibit B ("Temporary Access Easement Premises"), for the purpose of vehicular, equipment and pedestrian ingress and egress

to and from Black Road and the Access Easement Premises. The Temporary Access Easement Premises shall be used by the Commission for a period commencing with the start of initial construction on the Permanent Easement Premises and ending when a permanent access easement is granted by the Owner to the Commission to replace the Temporary Access Easement Premises. The Temporary Access Easement Premises and the Temporary Construction Easement Premises are sometimes collectively referred to as the Temporary Easement Premises.

4. **INDEMNITY, HOLD HARMLESS AND INSURANCE**.

A. Party Indemnity.

i. The Commission agrees to indemnify and hold harmless the Owner, its officers, employees and agents ("Owner Group") from and against all claims, demands, damages, losses, and causes of action (collectively "Claims") that arise directly from the Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Construction Easement Premises and access by the Commission Group on the Temporary Access Easement Premises and are being asserted by any person on account of the bodily injury or death of any officer, employee or agent of the Commission ("Commission Group"), or damage to or loss of property of Commission Group.

ii. The Owner agrees to indemnify and hold harmless the Commission Group from and against all Claims that arise out of or are related to negligent actions or failures to act by the Owner and Owner Group pertaining to the Subject Property and are being asserted by any person on account of the bodily injury or death of any member of Owner Group, or damage to or loss of property of Owner Group.

B. Third-Party Indemnity. Subject to Section 4.A. above, each Party agrees to indemnify and hold harmless the other Party from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the indemnifying Party's group in connection with the Commission's Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and access by the Commission Group on the Temporary Access Easement Premises and the negligent actions or failures to act by Owner or the Owner Group in connection with Owner's use of the Subject Property.

C. Insurance By Commission and Owner. Each Party shall carry at all times, with respect to the Permanent Easement Premises and the Temporary Easement Premises, commercial general liability insurance, including contractual liability coverage in commercially reasonable limits. Such insurance shall name the other Party as an additional insured. Each Party shall, from time to time upon request of the other Party, furnish to the other Party certificates and copies of policies evidencing such coverage.

D. Insurance and Indemnification by Contractors. The Commission shall require any contractor it retains to perform work within the Permanent Easement Premises and the Temporary Easement Premises, and the Owner shall require any contractor it retains to perform work on the Subject Property, to:

i. name the other Party as an additional insured on the contractor's commercial general liability insurance, including contractual liability coverage, in commercially reasonable limits. Each Party shall require its contractor to furnish to the other Party certificates and copies of policies evidencing such coverage; and

ii. indemnify and hold harmless the other Party's group (the Owner Group or Commission Group, as applicable) from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the Contractor.

5. **RESERVED RIGHTS**.

A. The Owner reserves the right to use the WDS Non-Exclusive Easement Premises, the Water Main Easement Premises, the Utility Service Easement Premises, the Access Easement Premises and Temporary Easement Premises in any manner that will not prevent, interfere with, or impair in any way the Commission's exercise of the rights granted in this Agreement; provided, however, that the Owner shall not take any actions or permit actions to be taken within, along, upon or adjacent to the Permanent Easement Premises and the Temporary Easement Premises that would permanently or temporarily improve or obstruct the Permanent Easement Premises, or the Temporary Easement Premises during the term in Section 3, or that violate the requirements of Section 8.9 of the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement") so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto.

B. The Commission shall be permitted at all times to inspect the Permanent Easement Premises and Temporary Easement Premises and to enter upon the Permanent Easement Premises and Temporary Easement Premises to ensure that the terms of this Agreement are being fulfilled and to perform any Permitted Uses that the Commission may choose to perform.

6. **TERMS OF USE BY COMMISSION.**

A. The rights granted by this Agreement shall include, without limitation, the removal or relocation of items which conflict with the Permitted Uses for the Facilities.

B. The Permitted Uses of the Facilities and related activities by the Commission on the Permanent Easement Premises and Temporary Easement Premises shall not permanently interfere with the natural drainage of the Subject Property.

C. As of the date of this Agreement, there is no existing access road within the Access Easement Premises or the Temporary Access Easement Premises. The Commission will construct, at the Commission's expense, a paved access road to the WDS Facilities within the Access Easement Premises ("Commission Road") and a temporary gravel road within the Temporary Access Easement Premises ("Joliet Road"). The Joliet Road will be improved to a paved road by the Owner pursuant to a separate agreement between the Parties. The Commission Road shall be owned, maintained, repaired and replaced from time to time by the Commission at the Commission's expense. The Joliet Road shall be owned, maintained, repaired and replaced from time to time by the Owner at the Owner's expense. The Commission has the right to use the Joliet Road at all times to gain access to the Facilities within the Subject Property for the Permitted Uses

D. The Parties intend that the WDS Non-Exclusive Easement Premises will be enclosed by a permanent fence that will be installed, owned, maintained and repaired by the Commission. The Commission shall provide to the Owner keys or other methods for unlocking gates as necessary for access in the event of an emergency or other need for access by Owner.

E. The Owner will be responsible for all maintenance and repair on the Subject Property other than for the Facilities, the Commission Road and the fence described in Section 6.D of this Agreement. The Owner will be responsible for the regular upkeep of the Subject

Property, such as mowing, landscaping and snow removal, unless otherwise agreed between the Parties.

7. **COMMISSION RESTORATION**. Upon completion of the Permitted Uses for the Facilities, the Commission agrees to restore the surface of the Permanent Easement Premises and Temporary Easement Premises to its original grade and condition except where otherwise required for the Permitted Uses or provided in this Agreement.

8. **ADDITIONAL EASEMENTS**. The Owner agrees that the Owner will not subsequently grant any exclusive or non-exclusive easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises, which will in any way interfere with the rights of the Commission under this Agreement or be inconsistent with Section 8.9 of the Water Supply Agreement so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto. To the best of Owner's knowledge, Owner represents that there are no prior exclusive or non-exclusive easements previously granted affecting the Permanent Easement Premises and Temporary Easement Premises that may cause such interference. The Owner shall not grant any easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises or Temporary Easement Premises without prior notice to the Commission and must obtain the Commission's prior review and written approval for any easement to be granted in an exclusive easement area. Any easement granted in violation of this Section shall be invalid.

9. **COVENANTS RUNNING WITH THE LAND**. The easements, rights, restrictions, agreements and covenants granted, imposed by, or contained in this Agreement shall be (A) easements, rights, restrictions, agreements and covenants running with the land, (B) recorded against the Subject Property at the Commission's expense and (C) binding upon and inure to the benefit of the Owner and the Commission and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion of the Subject Property, and all persons claiming under them.

10. **ASSIGNMENT OF RIGHTS**. The Owner agrees that the Commission may assign its rights or delegate its duties under this Agreement to any assignee for the purpose of the Permitted Uses of the Facilities.

11. **AMENDMENT**. This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the Commission.

12. **EXHIBITS**. Exhibits A through B attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

13. **DUPLICATE ORIGINALS**. This Agreement may be executed in duplicate and each copy shall be considered an original, and all of which will be considered the same Agreement.

[signatures on following pages]

THE UNDERSIGNED, intending to be legally bound, have executed this Agreement as of the date written on the first page of this Agreement.

ATTEST/WITNESS:

By: _____
Lauren O'Hara, City Clerk

ATTEST:

By: _____
John D. Noak, Secretary

CITY OF JOLIET, an Illinois municipal corporation

By: _____
Terry D'Arcy, Mayor

GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate

By: _____
Clarence C. Debold, Chair

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2026, by Clarence C. DeBold, the Chair of the **GRAND PRAIRIE WATER COMMISSION,** a regional water commission, municipal corporation, and body politic and corporate, and by John D. Noak, the Secretary of said commission.

_____
Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2026, by Terry D'Arcy, the Mayor of the **CITY OF JOLIET,** an Illinois municipal corporation, and by Lauren O'Hara, the City Clerk of said City.

_____
Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 910.00 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 10 SECONDS EAST, PARALLEL TO THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 987.55 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 910.00 FEET TO THE WEST LINE OF SAID SECTION 7; THENCE NORTH 01 DEGREES 32 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 987.55 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

Commonly Known as southeast corner of Black Road and County Line Road, unincorporated Will County, Illinois 60404

Permanent Real Estate Index No. 05-06-07-100-009-0000

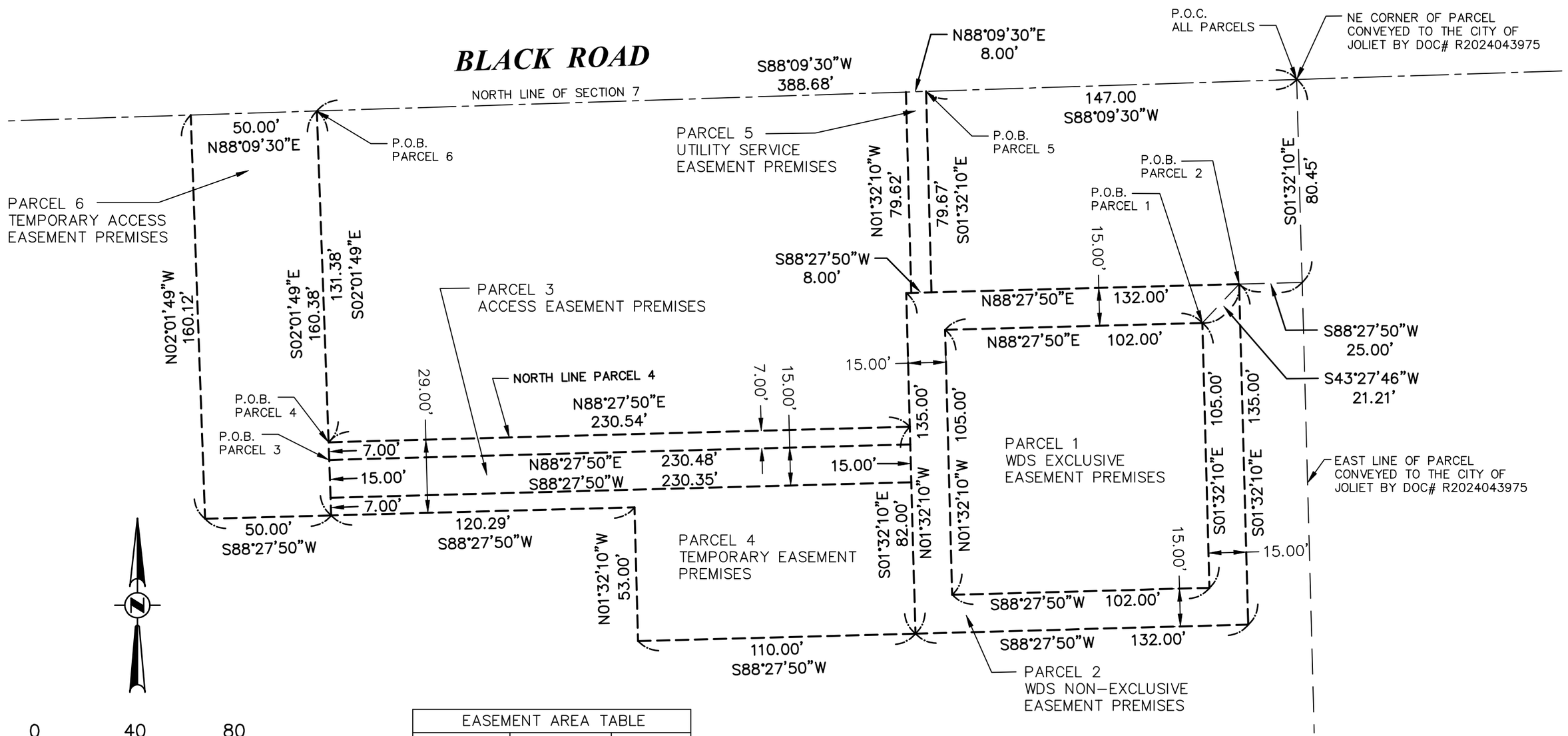
EXHIBIT B
Legal Description and Depiction of the
Permanent Easement Premises and Temporary Easement Premises

See attached Easement Exhibit prepared by Engineering Enterprises, Inc.,
consisting of two sheets, dated April 16, 2026

Commonly Known as southeast corner of Black Road and County Line Road, unincorporated Will County, Illinois 60404

Permanent Real Estate Index No. 05-06-07-100-009-0000

EASEMENT EXHIBIT



EASEMENT AREA TABLE		
	SQ. FEET	ACRES
PARCEL 1	10,710	0.25
PARCEL 2	7,110	0.16
PARCEL 3	3.456	0.08
PARCEL 4	12,512	0.29
PARCEL 5	637	0.01
PARCEL 6	8,013	0.18

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

COPYRIGHT © 2026 ENGINEERING ENTERPRISES, INC.

P.I.N. 05-06-07-100-009
CITY OF JOLIET

JOLIET SECONDARY
DATE: APRIL 16, 2026

SHEET 1 OF 2

PROJECT NO: JO2201JO
FILE NO: JOLIET SECONDARY WDS EASEMENTS

EASEMENT LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS:

PARCEL 1: WDS EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 80.45 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 25.00 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 46 SECONDS WEST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 105.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 102.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 105.00 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 102.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: WDS NON-EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 80.45 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 25.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 135.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 132.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 135.00 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 132.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 80.45 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 25.00 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 46 SECONDS WEST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 105.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 102.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 105.00 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 102.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: ACCESS EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 388.68 FEET; THENCE SOUTH 02 DEGREES 01 MINUTE 49 SECONDS EAST, 138.38 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 230.48 FEET; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 15.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 230.35 FEET; THENCE NORTH 02 DEGREES 01 MINUTE 49 SECONDS WEST, 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4: TEMPORARY EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 388.68 FEET; THENCE SOUTH 02 DEGREES 01 MINUTE 49 SECONDS EAST, 131.38 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 230.54 FEET; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 82.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 110.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 53.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 120.29 FEET; THENCE NORTH 02 DEGREES 01 MINUTE 49 SECONDS WEST, 29.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5: UTILITY SERVICE EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 147.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 79.67 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 8.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 79.62 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE NORTH 88 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, 8.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6: TEMPORARY ACCESS EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 388.68 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 01 MINUTE 49 SECONDS EAST, 160.38 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 50.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTE 49 SECONDS WEST, 160.12 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE NORTH 88 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

P.I.N. 05-06-07-100-009
CITY OF JOLIET

JOLIET SECONDARY
DATE: APRIL 16, 2026

PROJECT NO: J02201JO
FILE NO: JOLIET SECONDARY WDS EASEMENTS

H:\SDSKProj\JO_Joliet\2022_JO2201RB Easements\Joliet\Joliet Secondary\Joliet Secondary WDS Easements.dwg, 4/16/2026 12:10:18 PM, AutoCAD PDF (General Documentation).pc3

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 245-26

File ID: 245-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/23/2026

Department: Public Utilities **Final Action:**

Title: Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Secondary Delivery Structure)

Agenda Date: 05/05/2026

Attachments: Resolution, GPWC-Joliet WDS Easement Agreement
Black-Co Line (Secondary)-For Packet (+exh)

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 246-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Amending Three Agreements Between the City of Joliet and Will County for American Rescue Plan Act Funded Projects

BACKGROUND:
The City of Joliet has received American Rescue Plan Act (ARPA) funds for three City of Joliet projects: $2,055,000 for the Fairmont Extension Project, $500,000 for the Rosalind Culvert Project, and $3,280,000 for the Southeast Joliet Sanitary District Water Main Improvements Project. The Fairmont Extension Project and the Rosalind Culvert Project were completed under budget, allowing for the remaining, unused balances for each project to be reallocated to the Southeast Joliet Sanitary District (SEJSD) Project. The changes are as follows:

Fairmont Extension Project
The Fairmont Extension Project will be amended to close the agreement at the actual spent amount of $1,294,396.72, compared to the original allocation of $2,055,000.00. The remaining $760,603.28 in unused funds will be reallocated to the Southeast Joliet Sanitary District (SEJSD) Project.

Rosalind Culvert Project
The Rosalind Culvert Project will be amended to close the agreement at the actual spent amount of $434,041.18, compared to the original allocation of $500,000.00. The remaining $65,958.82 in unused funds will also be reallocated to the SEJSD Project.

Southeast Joliet Sanitary District (SEJSD) Project
The SEJSD Project will be amended to incorporate the total reallocated funds of $826,562.10 from the Fairmont Extension and Rosalind Culvert projects. These funds will be added to the original project amount of $3,280,000.00, resulting in a revised total project amount of $4,106,562.10.

Project	Original Amount	Reallocated Funds	Updated Final Amount
Fairmont Extension	$2,055,000.00	$760,603.28	$1,294,396.72
Rosalind Culvert	$500,000.00	$65,958.82	$434,041.18
Southeast Joliet Sanitary District	$3,280,000.00	$826,562.10	$4,106,562.10

The Public Service Committee will review this matter.

RECOMMENDATION:
Staff recommends that the Mayor and City Council approve a Resolution Amending Three Agreements Between the City of Joliet and Will County for ARPA funded City of Joliet Projects.

RESOLUTION NO._____

RESOLUTION AMENDING THREE AGREEMENTS BETWEEN THE CITY OF JOLIET AND WILL COUNTY FOR AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

WHEREAS, the City of Joliet was awarded American Rescue Plan Act (ARPA) funds from Will County for three separate projects. Southeast Joliet Sanitary District Water Main Improvements Project, Fairmont Extension Project, and the Rosalind Culvert Project; and

WHEREAS, the Fairmont Extension Project was awarded $2,055,000, but had an unused balance of $760,603.28 and the Rosalind Culvert Project was awarded $500,000 but had an unused balance of $65,958.82; and

WHEREAS, the Southeast Joliet Sanitary District Project was awarded $3,280,000 originally, with an interim amendment agreement to increase funds to $4,025,046. This resolution will amend the project to increase the agreement from $4,025,046 to $4,106,562.10 with the unused funds from the Fairmont Extension Project (those funds not previously transferred to SEJSD via an interim amendment) and the Rosalind Culvert Project; and

WHEREAS, Will County has prepared amendments to each of the agreements to either increase or decrease the original funded awards; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to accept the amendments.

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 the recitals contained in this preamble to this Ordinance are true, correct, and complete and are hereby incorporated into this Ordinance by reference.

SECTION 2: The City Manager is hereby authorized to execute the amendments to increase the Southeast Joliet Sanitary District Project agreement, decrease the Fairmont Extension Project agreement, and decrease the Rosalind Culvert Project agreement.

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 May, 2026.

MAYOR	**CITY CLERK**

VOTING YES:_____

VOTING NO:_____

NOT VOTING:_____

CITY OF JOLIET – SUBRECIPIENT GRANT AGREEMENT ADDENDUM

This Addendum is made effective as of March 31, 2026 (the "Effective Date"), by and between Will County, Illinois (the "County") and City of Joliet.

RECITALS

WHEREAS, the County and City of Joliet entered into a Subrecipient Grant Agreement dated February 20, 2025 (the "Agreement"), funded through the American Rescue Plan Act State and Local Fiscal Recovery Funds ("ARPA–SLFRF");

WHEREAS, the City of Joliet was assigned Treasury Project ID INF-WAT-LFE-248 and funded under said Agreement;

WHEREAS, the County previously obligated ARPA–SLFRF funds to City of Joliet prior to the December 31, 2024 federal obligation deadline;

WHEREAS, based on final reimbursement activity and project implementation, City of Joliet did not utilize the full amount of its original award;

WHEREAS, the County has determined that a minor adjustment to the project allocation is necessary to reconcile the award amount with the final eligible expenditures incurred under the project.

WHEREAS, the County is required to ensure timely and compliant use of ARPA–SLFRF funds and therefore must reallocate the unexpended balance to an eligible project capable of expenditure within the remaining performance period;

NOW, THEREFORE, the parties agree as follows:

1. **Reduction in Project Allocation**

The County hereby reduces the total project allocation by $760,603.28.

The project's original authorized allocation of $2,055,000 is hereby reduced to $1,294,396.72. As of the Effective Date of this Addendum, $1,294,396.72 has been expended and reimbursed, leaving a remaining available balance of $0.00.

City of Joliet was eligible to request reimbursement only for allowable costs incurred under the Agreement and approved Spending Plan. Final expenditures totaled less than the original award amount, and this Addendum reconciles the project allocation to reflect actual project costs.

2. **Reallocation of Funds**

The reduced amount shall be reallocated by the County to another internal project administered by the City of Joliet.

This reallocation is intended to support timely expenditure of previously obligated ARPA–SLFRF funds within the federal period of performance and does not constitute a new federal obligation.

3. **Effective Application of Revised Award**

The revised allocation established by this Addendum applies to all expenditures incurred on or after the Effective Date. Reimbursement requests submitted after the Effective Date must reflect the revised total award amount.

4. **Incorporation of Original Agreement**

Except as expressly modified herein, all terms, conditions, federal requirements, compliance provisions, and reporting obligations set forth in the original Subrecipient Grant Agreement remain in full force and effect and are hereby incorporated by reference.

5. **Authority**

This Addendum is executed pursuant to the County's authority under the Agreement to administer, monitor, and modify funding allocations as necessary to ensure compliance with federal requirements and performance timelines applicable to ARPA–SLFRF.

IN WITNESS WHEREOF, the parties hereto have executed this Subrecipient Grant Agreement Addendum as of the Effective Date.

[Signature Page to follow]

Will County:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Joliet:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF JOLIET – SUBRECIPIENT GRANT AGREEMENT ADDENDUM

This Addendum is made effective as of March 31, 2026 (the "Effective Date"), by and between Will County, Illinois (the "County") and City of Joliet.

RECITALS

WHEREAS, the County and City of Joliet entered into a Subrecipient Grant Agreement dated May 26, 2023 (the "Agreement"), funded through the American Rescue Plan Act State and Local Fiscal Recovery Funds ("ARPA–SLFRF");

WHEREAS, the City of Joliet was assigned Treasury Project ID INF-SWM-JOL-213 and funded under said Agreement;

WHEREAS, the County previously obligated ARPA–SLFRF funds to City of Joliet prior to the December 31, 2024 federal obligation deadline;

WHEREAS, based on final reimbursement activity and project implementation, City of Joliet did not utilize the full amount of its original award;

WHEREAS, the County has determined that a minor adjustment to the project allocation is necessary to reconcile the award amount with the final eligible expenditures incurred under the project.

WHEREAS, the County is required to ensure timely and compliant use of ARPA–SLFRF funds and therefore must reallocate the unexpended balance to an eligible project capable of expenditure within the remaining performance period;

NOW, THEREFORE, the parties agree as follows:

1. **Reduction in Project Allocation**

The County hereby reduces the total project allocation by $65,958.82.

The project's original authorized allocation of $500,000.00 is hereby reduced to $434,041.18. As of the Effective Date of this Addendum, $434,041.18 has been expended and reimbursed, leaving a remaining available balance of $0.00.

City of Joliet was eligible to request reimbursement only for allowable costs incurred under the Agreement and approved Spending Plan. Final expenditures totaled less than the original award amount, and this Addendum reconciles the project allocation to reflect actual project costs.

2. **Reallocation of Funds**

The reduced amount shall be reallocated by the County to another internal project administered by the City of Joliet.

This reallocation is intended to support timely expenditure of previously obligated ARPA–SLFRF funds within the federal period of performance and does not constitute a new federal obligation.

3. **Effective Application of Revised Award**

The revised allocation established by this Addendum applies to all expenditures incurred on or after the Effective Date. Reimbursement requests submitted after the Effective Date must reflect the revised total award amount.

4. **Incorporation of Original Agreement**

Except as expressly modified herein, all terms, conditions, federal requirements, compliance provisions, and reporting obligations set forth in the original Subrecipient Grant Agreement remain in full force and effect and are hereby incorporated by reference.

5. **Authority**

This Addendum is executed pursuant to the County's authority under the Agreement to administer, monitor, and modify funding allocations as necessary to ensure compliance with federal requirements and performance timelines applicable to ARPA–SLFRF.

IN WITNESS WHEREOF, the parties hereto have executed this Subrecipient Grant Agreement Addendum as of the Effective Date.

[Signature Page to follow]

Will County:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Joliet:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF JOLIET – SUBRECIPIENT GRANT AGREEMENT ADDENDUM

This Addendum is made effective as of March 31, 2026, (the "Effective Date"), by and between Will County, Illinois (the "County") and City of Joliet.

RECITALS

WHEREAS, the County and City of Joliet entered into a Subrecipient Grant Agreement dated October 21, 2025, (the "Agreement"), funded through the American Rescue Plan Act State and Local Fiscal Recovery Funds ("ARPA–SLFRF");

WHEREAS, the City of Joliet was assigned Treasury Project INF-COM-SJS-251 and funded under said Agreement;

WHEREAS, the County previously obligated ARPA–SLFRF funds to City of Joliet prior to the December 31, 2024 federal obligation deadline;

WHEREAS, to ensure full expenditure of ARPA–SLFRF funds prior to December 31, 2026, the County has approved an internal reallocation of funds from returned ARPA funded projects;

NOW, THEREFORE, the parties agree as follows:

1. Increase in Project Allocation

The County hereby increases the City of Joliet allocation by $826,562.10. The revised total authorized allocation for the SE Joliet System Improvements shall be $4,106,562.10 from the interim amendment agreement of $4,025,046.00. and the original awarded total of $3,280,000.00.

2. Source of Funds

The increased amount reflects an internal reallocation of previously obligated ARPA–SLFRF funds from returned funding from under budget ARPA projects. This action does not increase the County's total ARPA–SLFRF award.

3. Adjustment of Subrecipient Expenditure Deadline

City of Joliet's period of performance shall be adjusted to October 30, 2026, which reflects the subrecipient expenditure deadline imposed by Will County to successfully utilize their ARPA–SLFRF allocation by the federal expenditure deadline of December 31, 2026.

4. Incorporation of Original Agreement

Except as expressly modified herein, all terms, conditions, federal requirements, compliance provisions, and reporting obligations set forth in the original Subrecipient Grant Agreement remain in full force and effect and are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Subrecipient Grant Agreement Addendum as of the Effective Date.

[Signature Page to follow]

Will County:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Joliet

Signature: _____

Name: _____

Title: _____

Date: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 246-26

File ID: 246-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/23/2026

Department: Public Utilities **Final Action:**

Title: Resolution Amending Three Agreements Between the City of Joliet and Will County for American Rescue Plan Act Funded Projects

Agenda Date: 05/05/2026

Attachments: Resolution, City of Joliet Fairmont-Contract Addendum-Award Decrease, City of Joliet Rosalin-Contract Addendum-Award Decrease, SE Joliet Increase Award Addendum (002)

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 247-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Approving an Intergovernmental Agreement between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Agreement

BACKGROUND:
The City of Joliet is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024. The Commission has authorized the inclusion of the member water mains and other member improvements in Commission construction contracts for the Commission's initial system, subject to payment by the member of the costs associated with the construction of the member water main and improvements. The City has identified four segments of water main improvements needed by the City located within or adjacent to North 129th Infantry Drive and McDonough Street where the Commission will be constructing its 36-inch diameter water transmission main as part of its AWSP-06-02 contract. Joint construction will minimize the impact to residents and be more cost effective.

The Public Service Committee will review this matter.

CONCLUSION:
The City and the Commission have negotiated mutually acceptable terms of an Intergovernmental Agreement Between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Program to allow for the coordinated construction of the Commission Project and the Joliet Projects.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve a resolution approving an Intergovernmental Agreement Establishing a Joint Improvement Agreement by and between the City of Joliet and the Grand Prairie Water Commission.

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET ESTABLISHING A JOINT IMPROVEMENT PROGRAM

WHEREAS, the City of Joliet ("City") provides potable water service through its water system to its water customers ("Water Service"); and

WHEREAS, the provision of Water Service is a matter essential to the public health, safety, and welfare; and

WHEREAS, a safe, reliable, and ample supply of water is essential to providing cost-effective Water Service; and

WHEREAS, the City is a member of the Grand Prairie Water Commission ("Commission"), which is preparing to provide Lake Michigan water to the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement"); and

WHEREAS, pursuant the Commission's "Amended and Restated Policy for Coordination of Member Improvements with Commission Construction Contracts" adopted by the Commission, the Commission has authorized the inclusion of the member water mains and other member improvements in Commission construction contracts for the Commission's initial system, subject to payment by the member of the costs associated with the construction of the member water main and improvements and other requirements of the Policy; and

WHEREAS, the City has identified four segments of water main improvements needed by the City in connection with upgrading the City's ability to provide Water Service, which segments are located within or adjacent to North 129th Infantry Drive and McDonough Street (collectively, "Joliet Projects") where the Commission will be constructing its 36-inch diameter water transmission main as part of its AWSP-06-02 ("Commission Project"); and

WHEREAS, the City and the Commission have negotiated mutually acceptable terms of an Intergovernmental Agreement Between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Program ("Intergovernmental Agreement") to allow the coordinated construction of the Commission Project and the Joliet Projects; and

WHEREAS, the City of Joliet is a home rule municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, the Mayor and City Council find and determine that it is in the best interests of the City and the public, including its water customers, to enter into the Intergovernmental Agreement in order to facilitate the provision of Water Service by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, 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 for the joint construction of the Commission Project and the Joliet Projects is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute and seal the Intergovernmental Agreement. 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 Intergovernmental Agreement.

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 May, 2026.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET ESTABLISHING A JOINT IMPROVEMENT PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between the Grand Prairie Water Commission ("Commission" or "GPWC") and the City of Joliet ("Member"). The Commission and the Member are collectively referred to in this Agreement as the "Parties", and individually as a "Party".

WHEREAS, the Commission is an Illinois regional water commission and a municipal corporation and a public body politic and corporate; and

WHEREAS, Member is a charter member of the Commission and an Illinois home rule municipal corporation; and

WHEREAS, the Board of Commissioners of the Commission has adopted an "Amended and Restated Policy for Coordination of Member Improvements with Commission Construction Contracts" ("Policy") in order to enable the Commission and its members to jointly procure improvements where a member's improvements are near the location of planned Commission improvements, thereby reducing overall construction costs and community disruption through including improvements for both Parties in the same contract for construction; and

WHEREAS, as part of its Alternative Water Supply Program ("AWSP"), the Commission has determined that it is necessary to design and construct project AWSP-06-02 to construct a 36-inch diameter water transmission main, a portion of which will be within or adjacent to the right-of-way of North 129th Infantry Drive and a portion of which will be within or adjacent to the right-of-way of McDonough Street located within the boundaries of the Member ("Commission Project"); and

WHEREAS, Member has determined that it is necessary to design and construct the following improvements along the route of the Commission Project, collectively referred to as the "Member Project" and each being referred to as a sub-part of the Member Project:

- Construction of a 20-inch diameter water main along North 129th Infantry Drive from John Leach Park to Richmond Street (a distance of approximately 1,300 feet);
- Construction of a 12-inch diameter water main along North 129th Infantry Drive from Richmond Street to Jefferson Street (a distance of approximately 900 feet);
- Construction of a 16-inch diameter water main along McDonough Street from Joyce Road to South Larkin Avenue (a distance of approximately 4,300 feet);
- Construction of a 20-inch diameter water main along McDonough Street from South Larkin Avenue to Stryker Avenue (a distance of approximately 1,300 feet); and

WHEREAS, the Parties have individually and collectively determined that the joint construction of the Commission Project and the Member Project in a single contract for construction by the Commission and the sharing of costs for their respective Projects pursuant to the Policy and the terms of this Agreement will be mutually beneficial to both the Member and the Commission and will have minimal impact on the schedule for completion of the design and construction of the Commission Project. The Commission Project and the Member Project are sometimes jointly referred to as the "Joint Project"; and

WHEREAS, the Parties are responsible to obtain funding sources for their respective Projects and have individually determined to seek available local, state and federal loans, grants and other funds that may be available to help defray their respective shares of the Joint Project costs that are allocated to each of them; and

WHEREAS, the Commission and the City of Joliet ("Joliet") have entered into an Intergovernmental Agreement for Program Management dated July 2, 2024 ("PMA"), pursuant to which Joliet serves as the Program Manager for the AWSP on behalf of the Commission and is authorized to manage the design of improvements for the AWSP through its professional services agreement with the AWSP design team, as well as the process for bidding, evaluation and award of contracts for construction of the improvements in the AWSP; and

WHEREAS, the Parties desire to establish this Intergovernmental Agreement to facilitate joint action and intergovernmental cooperation for joint bidding and construction of their respective Projects in a single contract for construction by the Commission; and

WHEREAS, to achieve these and other related objectives, the Parties desire to exercise the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*.; the Illinois Municipal Code, 65 ILCS 5/1-1-5; the Regional Water Commissions Act, 65 ILCS 5/11-135.5; and their statutory and home rule powers; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of the public health, safety and welfare of its residents and businesses, water system customers and the general public that this Agreement be executed and implemented by the Parties; and

WHEREAS, the Parties have each approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities and appropriated or budgeted the necessary funds to fund their respective cost shares of the Joint Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made in this Agreement and other good and valuable consideration, the

receipt and sufficiency of which are hereby mutually acknowledged, and pursuant to the powers and authority described in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

The Parties find and determine that the foregoing recitals are found to be true, correct, and material to this Agreement and are, by this reference, incorporated into and made a part of this Agreement as if they were fully set forth in this Section.

SECTION 2. PURPOSE; GENERAL COOPERATION.

A. This Agreement is made for the purpose of establishing all of the authority, powers, and resources necessary and convenient to allow the Parties to jointly and efficiently complete the Joint Project.

B. The Parties recognize that the goals to be accomplished through this Agreement require their mutual cooperation and acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Agreement.

C. The Parties will each designate its duly authorized representative or designee ("Party Representative") to operate and act with respect to Agreement affairs and actions.

D. Cooperation required by this Agreement specifically includes, but is not limited to, (i) the sharing by the Parties of information and other materials possessed or developed by the Parties and the AWSP design team, either individually or collectively, and necessary to investigate, identify, and otherwise document the Joint Project; and (ii) obtaining all approvals from any governmental agencies (whether federal, state, county or local) or private entities required or useful for the Joint Project.

E. In the event any unforeseen circumstances or events arise that have not been specifically addressed in this Agreement, the Parties agree to mutually cooperate create and establish such additional agreements and/or amendments to this Agreement in order to successfully accomplish the goals as set forth in this Agreement.

SECTION 3. TERM.

Unless otherwise provided in this Agreement, the term of this Agreement shall commence on the Effective Date and terminate upon the completion of the Joint Project and completion of the warranty period provided for in the Construction Contract (as defined in Section 4) for the Joint Project ("Term").

SECTION 4. CONTRACTING PROCESS.

A. **Member Contract for Design Services.** The Member has entered into or shall enter into a professional services agreement ("PSA") with the AWSP design team, which shall provide that the AWSP design team will provide the services required to prepare the design materials for the Member Project and incorporate that design into the appropriate Commission bidding and construction documents for the Joint Project. The cost of these design services will be paid by the Member pursuant to the PSA.

B. **Design, Construction Engineering and Construction Management Services.** The Commission, through Joliet as Program Manager, will arrange for the AWSP design team to perform professional engineering services for the AWSP, to provide design services for the Commission Project and construction engineering and construction management services for the Joint Project pursuant to the PMA.

C. **Official Coordinator.** The Commission, through its Program Manager pursuant to the PMA, will serve as the Official Coordinator to bid the Joint Project.

D. **Procedure for Developing Bidding and Contract Documents.** At such time as competitive sealed bids ("Sealed Bids") from contractors are solicited for the Joint Project, the Parties agree to follow the following process:

i. Information about the requirements for the Member Project will be provided by the Member pursuant to the PSA and for the Commission Project by the AWSP design team pursuant to the PMA.

ii. The form of bidding and contract documents to be used for the Joint Project will be the documents regularly used by the Commission for the AWSP. The information about the Member Project as well as the Commission Project will be incorporated into the drawings and specifications ("Technical Requirements") and the bidding and contract documents for the Commission Project, which collectively will be referred to as the "Contract Package" for the Joint Project.

iii. The Member shall have an opportunity to review and comment on the Technical Requirements related to the Member Project at key design milestones, with Member comments to be resolved prior to bidding for the Joint Project.

iv. When all comments from the Commission and the Member are resolved, the Official Coordinator may issue these documents to prospective contractors or suppliers to solicit Sealed Bids and shall establish a deadline for the submission of Sealed Bids.

v. During the time following the issuance of the Contract Package, and prior to the deadline for submission of Sealed Bids, the Official Coordinator shall issue such addenda to the prospective contractors as may be necessary to respond to the inquiries of such prospective contractors or to clarify the Contract Package. The Official Coordinator shall consult with the Member prior to issuing any such addenda pertaining to the Technical Requirements related to the Member Project. The Member shall refer any inquiries or issues received or identified regarding the Technical Requirements related to the Member Project to the Official Coordinator for possible inclusion in such an addendum.

vi. Following receipt of the Sealed Bids, the Sealed Bids will be opened by the Program Manager pursuant to the PMA. Information regarding the Sealed Bids pertaining to the Member Project will be provided to the Member to enable the Member to determine whether to proceed with all or certain sub-parts of the Member Project as part of the Joint Project.

vii. The Member shall review the information from the Sealed Bids and the Member's TAC Delegate shall, prior to contract award, notify the Commission of the Delegate's intention to recommend adoption of a resolution of the Member's corporate authorities either to (a) proceed with all or certain sub-parts of the Member Project as part of the Joint Project and authorize the deposit of funds for its share of costs for those sub-parts (as applicable) of the Member Project in escrow with the Commission as provided in Section 5 or (b) withdraw all or certain sub-parts of the Member Project from the final construction contract. The Commission shall approve the award of the contract for the Joint Project (***"Construction Contract"***) by resolution in coordination with the TAC Delegate's notification. Withdrawal of all or certain sub-parts of the Member Project shall not preclude the Commission from awarding a construction contract for the Commission Project. In the event that the Member elects to proceed only with certain sub-parts of the Member Project, for the purposes of the construction phase of the Joint Project, Member Project shall mean and refer only to those sub-parts.

viii. In the event that the Member does not provide to the Commission a resolution to proceed with or withdraw all or certain sub-parts of its Member Project within 45 days after the information regarding the Sealed Bids is provided to the Member, the Commission has the right to proceed with a construction contract for the Commission Project (and projects of other participating members, if any) without the sub-parts of the Member Project for which no resolution was

provided and the Member will no longer have any right to proceed with those portions of its Member Project as part of the Joint Project.

E. **Administration by the Official Coordinator.** The Official Coordinator shall have the right and obligation to manage the Construction Contract with the selected contractor. Such duties shall include, without limitation, meetings with representatives of the contractor, reviews of technical and administrative data, establishing testing programs, monitoring schedules and performance, ensuring that required repair and maintenance responsibilities are performed by the contractor, and the enforcement of the terms and conditions of the Construction Contract and the bonds and insurance required under the Construction Contract.

i. The Official Coordinator shall notify the Member about any of the following pertaining to the Member Project for Member review and comment: (a) contractor questions or requests for information requiring clarification from the Member, (b) proposed changes to the Technical Requirements or (c) proposed changes affecting terms that would change the amount the Member would be required to pay for the Member Project.

ii. The Official Coordinator shall notify the Member of the pre-construction meeting as well as any other meetings with the contractor where the Member Project is planned to be discussed.

iii. The Member Project will be subject to the same rights of correction and warranty of work by the contractor as provided in the Construction Contract for the Commission Project. The Member shall promptly notify the Official Coordinator about any items of work on the Member Project that may require correction or be subject to possible warranty claim.

iv. The Parties shall work together to achieve consensus regarding any alleged failures of the performance of either the contractor, or the work by the contractor, under the Construction Contract. No lawsuit to enforce the Construction Contract or the bonds on an issue pertaining to the Member Project shall be filed without the agreement of both Parties.

F. **Expenses.** The Parties acknowledge and agree to use their respective personnel and resources, at no cost to any other Party, for actions undertaken by or on behalf of one of the Parties. Each Party shall be responsible for, and each Party agrees to pay, its own expenses incurred for professional design services, and any and all other expenses incurred by that Party during construction of the Joint Project under the Construction Contract. Any expenses to be shared between the Parties and not otherwise addressed in Section 5 shall be approved in advance, and in writing, by each Party or its Party Representative, as appropriate.

G. **Insurance.** The Official Coordinator shall require the contractor to whom the Construction Contract is awarded to obtain and maintain, for the

duration of the Construction Contract, appropriate insurance that includes the Member as an additional insured and provide a copy of any certificates of insurance to the Member.

H. **Bonds.** The Official Coordinator shall require the contractor to whom the Construction Contract is awarded to obtain and maintain, for the duration of the Construction Contract, both a performance bond and a labor and material payment bond, each in the amount of all of the work under the Construction Contract. The Official Coordinator shall file such claims and take such actions as may be necessary to resolve any issues raised by any Party pursuant to one or both of the bonds.

SECTION 5. PAYMENTS; COSTS AND EXPENSES.

A. **General Principles.** Each Party shall be responsible to pay its respective share of the cost of Joint Project pursuant to the Construction Contract. Each Party shall budget and appropriate sufficient funds to pay its respective share of the Construction Costs of the Construction Contract and Construction-Related Costs. In addition, the Commission shall also budget and appropriate sufficient additional funds to pay the cost of the Construction Contract (including the Member's share), in reliance on the Member's agreement to pay its respective share of the cost of the Construction Contract.

B. **Member Project Costs.** The costs for the design of the Member Project shall be paid by the Member directly under the PSA. Construction Costs, CR Costs and CE/CM Services Costs (described in Sections 5.D, E and F below) shall be paid by the Member pursuant to Section 5.G and not included in either the Commission's Program Budget or loans or bonds taken out by the Commission.

C. **Design Costs.** Design costs for the Commission Project and the Member Project will be tracked separately by the AWSP design team and the Member design costs shall be billed separately to the Member for payment under the terms of the PSA.

D. **Construction Costs.** The Construction Package shall include pay items for specific components of the Commission Project and the Member Project ("Construction Costs"), so that the Member's share of these costs can be identified and paid by the Member. Costs under the Construction Contract that are based on a pay item common to both the Commission Project and the Member Project shall be treated as construction-related costs under Section 5.E below.

E. **Defining Other Shared Construction-Related Costs**. The Parties agree that the following costs are common to both Projects and shall agree upon which of these costs will be allocated to the Parties on a pro-rata basis

("CR Costs"), determined based upon the ratio of each Party's Construction Costs for its Project to the Construction Cost of both Projects:

i. Contractor's bond and insurance costs;
ii. Contractor start-up, mobilization and demobilization costs;
iii. Erosion control;
iv. Traffic control;
v. Other general conditions costs, if any; and
vi. Other costs to the extent they cannot be specifically related to either the Commission Project or the Member Project.

Any other construction-related costs not in the normal course of construction that are specifically related to the Commission Project or the Member Project shall be paid by the Commission or the Member, respectively.

F. **Construction Engineering and Construction Management Services.** Pursuant to the PMA, Joliet as Program Manager provides construction engineering and construction management services ("CE/CM Services") for all AWSP construction projects, including the Commission Project, as part of Advanced Development Costs paid by Joliet. The Commission shall request Joliet as Program Manager to provide CE/CM Services for the Member Project as part of the Joint Project and Member agrees to pay the cost of such Services for the Member Project. The cost to the Member of such CE/CM Services ("Member CE/CM Services Costs") shall be equal to eight percent (8%) of the sum of the Member's share of Construction Costs and CR Costs for the Member Project. The Member CE/CM Services Costs shall not be included as part of Advanced Development Costs. The Member CE/CM Services Costs shall be paid to Joliet as provided in the PMA.

G. **Member Payment Prior to Construction.**

i. The Member shall deposit in escrow with the Commission an amount sufficient to pay the following costs related to each sub-part of the Member Project not less than three (3) months prior to the scheduled date for commencement of work on that sub-part of the Member Project: (a) the Member's share of the Construction Costs plus a three percent contingency for change orders, (b) the Member's share of the CR Costs plus a three percent contingency for change orders, and (c) the Member CE/CM Services Costs. A separate escrow deposit shall be made by the Member for each sub-part of the Member Project in connection with the Construction Contract for a Commission Project that also includes that Member's Project.
ii. The escrow amount may be adjusted from time to time based on additional information about the costs to be paid by the Member. If a change order is approved that causes the new total of the costs described in Section 5.G.i to increase, the Member must make an additional escrow deposit in the amount of the increase within 45 days after the approval of the change order.

iii. Following completion of the Joint Project, the Commission and the Member shall review and determine the Parties' respective final shares of the Construction Costs and CR Costs. If the amount placed in escrow less the Member CE/CM Services Costs is more than the Member's total final share, the Commission shall return the difference to the Member. If the amount placed in escrow less the Member CE/CM Services Costs is less than the Member's final share, the Member shall pay the difference to the Commission. Any such payments shall be made within 45 days after the amount to be paid is determined and agreed by the Parties.

H. **Pay Applications.** The contractor will be required to separate each of its applications for payment to reflect the separate pay items in a manner that each Party will be able to identify the pay items pertaining to its Project and its share (based on Sections 5.D and E) of pay items that are common costs to be shared. The Commission will provide to the Member, for its review and comment, an itemized listing of the pay items and amounts attributable to the Member Project on each application for payment. The Commission will pay the contractor directly for each approved payment application and payment for the Member Project shares will be withdrawn from the Member's escrow deposit to make payment of the Member Project portion of the application. The Commission will pay Joliet for the Member CE/CM Services Costs for the Member Project out of the Member's escrow deposit. In the event that a lien on public funds is claimed by any subcontractor or supplier for work under the Construction Contract, the Party receiving notice of such a claim shall notify the other Party, and the Parties shall coordinate their response to the lien claim in the manner required by law.

I. **Funding Sources.** This Agreement is intended to allow the Parties to independently seek available local, state, and federal grants and other funds and other resources to assist in paying for the costs of their respective Project. If the Member wishes to use funds that are subject to particular requirements, the Member shall notify the Commission to allow review by the Commission and Member to determine if those requirements can be reasonably accommodated.

SECTION 6. WITHDRAWAL; TERMINATION.

A. **Right to Withdraw.** Any Party may withdraw a Member Project from this Agreement prior to award of a construction contract for the Joint Project, as provided in Section 4.

B. **Dissolution and Termination.** In addition to the withdrawal provisions set forth in Section 4.D of this Agreement, this Agreement shall be dissolved and terminated only upon the written agreement of the Parties.

SECTION 7. GENERAL PROVISIONS.

A. **Notices.** Any notice, demand or request required by this Agreement shall be in writing and shall be deemed delivered to the Party when delivered in person or by express mail or messenger, via facsimile, or three (3) days after deposit thereof in any main or branch United States Post Office, properly addressed to the Party at the address below. All notices related to the Technical Requirements and routine compliance with the Construction Contract may be given by electronic mail or other means of communication, as appropriate.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Grand Prairie Water Commission
2364 Essington Road, #269
Joliet, IL 60435
Attention: Program Director
Email: aswisher@joliet.gov

City of Joliet
150 West Jefferson Street
Joliet, IL 60432
Attention: Director of Public Utilities
Email: publicutilities@joliet.gov

B. **Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement, other than the Policy, that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each Party hereto and their respective successors and assigns.

C. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. **Interpretation.** It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control.

E. **Amendments and Modifications.** This Agreement shall not be modified, changed, altered, or amended until it is reduced to writing and approved by the corporate authorities of each Party pursuant to ordinances

or resolutions duly adopted and properly executed in accordance with all applicable law.

F. **Authority to Execute.** Each Party hereby warrants and represents to the other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. **No Third-Party Beneficiaries.** Nothing in this Agreement shall create or shall be construed or interpreted to create any third-party beneficiary rights.

H. **Indemnification**. Each Party hereby agrees to indemnify, hold harmless and defend the other Party from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the other Party for any actions taken or failures to act by the Party in connection with the Construction Contract or the Joint Project that arise out of the Construction Contract or this Agreement, to the extent that such claims were not caused by actions, or failures to act, of the other Party.

I. **Execution.** This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the date specified on page 1 of this Agreement.

City of Joliet	**Grand Prairie Water Commission**
By: _____	By: _____
H. Elizabeth Beatty, City Manager	Clarence C. DeBold, Chair
ATTEST:	ATTEST:
By: _____	By: _____
Lauren O'Hara, City Clerk	John D. Noak, Secretary
Date: _____	Date: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 247-26

File ID: 247-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/23/2026

Department: Public Utilities **Final Action:**

Title: Resolution Approving an Intergovernmental Agreement between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Agreement

Agenda Date: 05/05/2026

Attachments: Resolution, GPWC-Joliet-IGA for Joint Construction of Improvements-For Packet 4-22-26

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 248-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Accepting an Easement Agreement for the Railroad Street Water Main Improvement Project with Hawkeye Land Company in the Amount of $40,000.00

BACKGROUND:
The Railroad Street Water Main Improvement Project is part of the 2025 Water Main Replacement Program. To construct this project an easement agreement with Hawkeye Land Company where CSX Transportation Company operates a rail line is required for the water main installation, encroachment, review and abandonment of railroad crossings along Railroad Street.

The Public Service Committee will review this matter.

CONCLUSION:
City Staff have applied for and secured an easement agreement with Hawkeye Land Company where CSX Transportation Company operates a railway along Railroad Street. The attached easement agreement with Hawkeye Land Company will provide construction installation and access for the Railroad Street Water Main Improvement Project. An easement, review and abandonment fee of $40,000.00 is required to be paid to Hawkeye Land Company.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, $40,000.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution accepting an easement agreement for the Railroad Street Water Main Improvement Project, in the amount of $40,000.00, with Hawkeye Land Company.

RESOLUTION NO.

RESOLUTION ACCEPTING AN EASEMENT AGREEMENT FOR THE RAILROAD STREET WATER MAIN IMPROVEMENT PROJECT WITH HAWKEYE LAND COMPANY

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby approve the Easement Agreement from Hawkeye Land Company for the Railroad Street Water Main Improvement Project.

SECTION 2: The City Manager is hereby authorized to accept the Agreement on behalf of the City of Joliet.

SECTION 3: Payment for the easement agreement, review & abandonment of railroad crossings in the amount of $40,000.00 is authorized.

SECTION 4: If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions 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 upon its adoption and approval according to law.

PASSED this _____ day of _____, 2026

_____ _____

MAYOR **CITY CLERK**

VOTING YES _____

VOTING NO _____

NOT VOTING _____

REVIEW AND PURCHASE AGREEMENT

This Review and Purchase Agreement ("Agreement") is between **Hawkeye Land Co. of Illinois**, an Illinois corporation ("Seller"), and **the City of Joliet, Illinois** ("Buyer"). The Agreement is dated May 5, 2026 ("Effective Date"). Upon the terms and conditions that follow, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller four (4) single non-exclusive, perpetual easements for the following single use ("Easements"), which are further described below and on Schedule "A":

Abandonment of one (1) six-inch (6") and two (2) ten-inch (10") steel pipe at a minimum depth of five (5) feet for water main purposes, now to be filled with low density cellular grout. Work also includes the installation of one (1) 12" water main encased in 36" steel conduit at a depth of fifteen (15) feet beneath the CSX operating railroad tracks in Joliet, Will County, IL 60436 at:

1) The installation and abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and Jasper Street, situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
2) The abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and U.S. Route 52 (McDonough Street), situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
3) The abandonment of a railroad right-of-way crossing located at or near Mayor Art Schultz Park (West Allen Street and Wallace Street), situated in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.

Recitals:

WHEREAS, Seller received a quitclaim deed to certain rights in various railroad right-of-ways of the former Chicago, Rock Island and Pacific Railroad Company ("Corridor");

WHEREAS, CSX Transportation Company ("CSX") operates a rail line in this Corridor;

WHEREAS, Buyer has previously installed water pipes at the three locations described herein ("Existing Pipes"), which Buyer has replaced and intends to abandon the Existing Pipes where the previous agreements to install the Existing Pipes require Buyer to remove the Existing Pipes and return the property to its original condition.

WHEREAS, Buyer wishes Seller to review its request and to acquire Seller's permission for the Water Main to cross a Corridor so as not to interfere with the railroad and other uses.

WHEREAS, Buyer wishes Seller to review its request and to acquire Seller's permission for the Existing Pipes to remain the Corridor.

WHEREAS, Seller is willing to grant such permission upon certain other terms and conditions;

NOW, THEREFORE, the parties agree as follows:

1. **PURCHASE PRICE:** The price for review, and Easement for the abandonment of the Existing Pipes and the installation of the water main is Ten Thousand Dollars ($10,000) per crossing, for Forty Thousand Dollars ($40,000) total ("Purchase Price"). Buyer shall provide the Purchase Price to Seller in one payment by cashier's check, certified check, or wire transfer within twenty-one (21) calendar days of the Effective Date.
2. **EASEMENT:** Upon payment of the Purchase Price by Buyer to Seller and fulfillment of the other terms and conditions of this Agreement, Seller shall convey the Easement(s) by Quitclaim Deed ("Deed") to Buyer within a reasonable time. The Deed to be executed shall substantially conform to Schedule "A".
3. **ABANDONMENT:** Upon payment of the Purchase Price and abandonment of the Existing Pipes, Buyer may abandon the Existing Pipes in place for so long as (and for only as long as) Buyer: (1) abandons the Existing Pipes in the manner required by the CSX and (2) fulfills any other safety requirements of Seller or the CSX (or their respective successors and assigns).
4. **ACCESS:** Buyer may abandon the Existing Pipes and install the water main after paying Seller the Purchase Price, obtaining (and maintaining) reasonable levels of commercial general liability and railroad protective liability insurance naming Seller as an additional insured (the reasonableness of protection shall be determined by the CSX), and providing Seller proof of lawful execution of this Agreement. Buyer waives any rights of subrogation for its insurers. If Buyer utilizes a contractor to perform work related to the abandonment and/or to complete the installation, the contractor must obtain and maintain the same insurances and name Seller as an additional insured. Any contractor must agree in writing to be bound by the terms of this Agreement and waive any rights of subrogation for its insurers.
5. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS: SELLER AND ITS REPRESENTATIVES (EXCEPT FOR THE SIGNING INDIVIDUALS' LIMITED WARRANTY OF AUTHORITY TO SIGN) MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO SELLER'S TITLE, ITS ESTATE, OR THE CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS). BUYER ACKNOWLEDGES SELLER AND ITS REPRESENTATIVES HAVE MADE NO STATEMENTS, REPRESENTATIONS, OR INVESTIGATIONS CONCERNING SELLER'S TITLE, ESTATE, OR THE CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS). BUYER REPRESENTS IT HAS MADE ITS OWN INVESTIGATION OF TITLE, ESTATE, AND CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS) AND FINDS EVERYTHING ACCEPTABLE INCLUDING, BUT NOT LIMITED TO, ANY PRIOR RESERVATIONS IN THE CHAIN OF TITLE, LIMITATIONS ON USE, REVERSIONARY INTERESTS, OR OTHER DEFECTS. BUYER FURTHER ACKNOWLEDGES AND AGREES SELLER HAS NO ABSTRACT OF TITLE TO THE SUJBECT PROPERTY AND HAS NO**

OBLIGATION TO PROVIDE ONE. THE INDIVIDUALS SIGNING THIS AGREEMENT WARRANT THAT THE RESPECTIVE PARTY HAS AUTHORIZED THEM TO SIGN THIS AGREEMENT BUT MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. REGARDLESS OF TITLE OR ESTATE AND WITHOUT ANY FURTHER ACTION NECESSARY, THIS AGREEMENT AND THE EASEMENT SHALL CONSTITUTE THE BINDING TERMS (WHETHER THROUGH LICENSE OR OTHERWISE) UPON WHICH BUYER AND SELLER AGREE TO MUTUALLY USE THE SUBJECT PROPERTY.

6. **REMEDIES/FORUM/FUTURE DEALINGS:** Except as provided by this Agreement or the Deed, Buyer and Seller are entitled to utilize any and all remedies or actions at law or in equity available to them. **BUYER WAIVES ALL CLAIMS OR CAUSE OF ACTIONS AGAINST SELLER AND ITS REPRESENTATIVES FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES IN ANY MANNER RESULTING FROM, ARISING OUT OF, OR IN ANY OTHER MANNER RELATED TO THIS AGREEMENT, THE PIPES, THE DEED, THE EASEMENT, OR THE CORRIDOR.** Seller shall be entitled to obtain judgment for costs and expenses (including, but not limited to, reasonable attorney fees and expert witness fees) if it is the prevailing party in any action or proceeding relating to this Agreement, the Easement, the Existing Pipes, the Deed, or the Corridor. Buyer acknowledges and agrees interference with Seller's Corridor constitutes irreparable harm for which there is not an adequate remedy at law. Buyer also waives any requirement for bond. Any amount, including but not limited to the Purchase Price, which is not timely paid to Seller, shall have ten percent interest (or the highest lawful interest, whichever is lower) added to the amount. Any disputes, now or in the future, in any way concerning, arising out of, or relating to this Agreement, the Easement, the Deed, the Existing Pipes, or the Corridor may be brought as original actions in the courts for Linn County, Iowa, or the courts for the county of the location of the dispute, as original actions.
7. **INCIDENTAL COSTS:** Buyer shall pay all expenses, costs, or fees for documentary stamps, recording fees, deed taxes, real estate transfer taxes, transaction taxes, and others items incident to this Agreement, the Existing Pipes, the Deed, or the conveyance of the Easement (including non-fees and non-tax items as well).
8. **AGENCY COSTS:** Seller shall not be responsible for any real estate agent fees, sales commissions, attorneys' fees, or any other cost incurred or arranged by Buyer arising out of, relating to, or in any manner concerning this Agreement, the Existing Pipes, the conveyance of the Easement, or the Deed. Except as otherwise provided in this Agreement, the Deed, or the Easement, Buyer shall not be responsible for any of Seller's real estate agent fees, sales commissions, or attorneys' fees, arising out of, relating to, or in any manner concerning this Agreement, or the conveyance of the Easement.
9. **MECHANIC'S AND OTHER LIENS:** Neither Buyer nor anyone claiming by, through, or under Buyer, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon any property of Seller. No contractor, sub-contractor, or anyone else who furnishes any material, service, or labor shall at any time be or become entitled to any lien. Buyer shall give actual notice in advance to all contractors and sub-contractors who may furnish or agree to furnish any such material, service, or labor. Such providers shall furnish lien waivers before any work begins.

10. **SURVEY/PLATTING:** If a survey is required by statute, city or county ordinances, or other applicable law, Buyer, at its sole cost and expense, shall ensure compliance. The legal description for the Easement is on Schedule "A," but the parties may substitute a different one through agreement.
11. **BINDING NATURE:** This Agreement shall bind and inure to the benefit of the parties' successors. Buyer shall not assign this Agreement without the prior written consent of Seller, which Seller may grant, withhold, delay, or condition (including, but not limited to, additional compensation) in its sole discretion. Without implying any limitation, Seller's rights and powers as well as Buyer's obligations, representations, and warranties under this Agreement shall survive delivery of the Deed and termination or other end of this Agreement.
12. **WAIVER/INTEGRATION:** Failure to promptly assert rights under this Agreement shall not be a waiver of those rights or a waiver of any existing or subsequent defaults. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by the parties.
13. **CONSTRUCTION/INTERPRETATION:** Words and phrases in this Agreement shall be interpreted and construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. Each party having had ample opportunity to consult with legal counsel and having fully understood the Agreement after fully reviewing the Agreement, this Agreement shall not be interpreted or construed for or against either party on account of draftsmanship or on account of who is seeking enforcement. A court or other tribunal may equitably reform any part of this Agreement (or the Easement or the Deed) if it is deemed illegal or against public policy in order to reform the Agreement (or the Easement, the Deed) as closely as possible to the original intent. If a court or other tribunal reforms the Agreement (or the Easement or the Deed) or any part of them, Seller may elect to terminate the Agreement and Easement (including the Deed) or any of them. "CSX" includes any other owner, lessee, or operator of the railroad right-of-way. "Representative" means a party's owners, directors, shareholders, members, managers, partners, officers, employees, contractors, agents, invitees, licensees, successors, assigns, and other representatives (but does not include the other party). "Easement" and "Deed" are meant to mean the same thing with the Deed being the written representation of the Easement. This Agreement shall be governed by, interpreted, and construed in accordance with Iowa law without reference to its principles of conflict of laws.
14. **NOTICES:** Any notice concerning this Agreement shall be deemed given when it is received (or refused) in writing by personal delivery or deposited in the U.S. Mail via certified mail, return receipt requested as long as it is actually received (or refused). Notice shall be given to the addresses listed below (or delivered as permitted by local law for service of original notice or other judicial process if a current address is unknown or service has been previously undeliverable) or to such other addresses the parties may provide from time to time. Other forms of notice may be used if agreed to by the parties in writing.
15. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, e.g. PDF or similar format, are true and valid

signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature.

16. **TIMING:** Time is of the essence in this Agreement.
17. **INCORPORATION:** The attached Schedule "A" and the Recitals are incorporated by reference and made a part of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed.

Seller: Hawkeye Land Co. of Illinois

_____
Rick Stickle - CEO
Hawkeye Land Co. of Illinois
4625 20th Ave. SW,
Cedar Rapids, Iowa 52404

Buyer: City of Joliet

_____
Name: Beth Beatty
Title: City Manager
Address: 150 W. Jefferson Street, Joliet, IL 60432

SCHEDULE “A”

EASEMENT

For $40,000 and other good and valuable consideration, **Hawkeye Land Co. of Illinois**, an Illinois corporation ("Grantor"), hereby grants, conveys, and quitclaims unto **the City of Joliet** ("Grantee"), a non-exclusive easement (the “Easement”) for the following installations:

Abandonment of one (1) six-inch (6”) and two (2) ten-inch (10”) steel pipe at a minimum depth of five (5) feet for water main purposes, now to be filled with low density cellular grout. Work also includes the installation of one (1) 12” water main encased in 36” steel conduit at a depth of fifteen (15) feet beneath the CSX operating railroad tracks in Joliet, Will County, IL 60436 at:

1) The installation and abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and Jasper Street, situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
2) The abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and U.S. Route 52 (McDonough Street), situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
3) The abandonment of a railroad right-of-way crossing located at or near Mayor Art Schultz Park (West Allen Street and Wallace Street), situated in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.

hereinafter referred to as “Pipes” as more specifically described on the attached Exhibit “A”, on the property legally described on the attached Exhibit "B." **WITHOUT LIMITING THE QUITCLAIM NATURE OF THIS EASEMENT, GRANTEE’S ATTENTION IS DIRECTED TO THE DISCLAIMER OF REPRESENTATIONS AND WARRANTIES IN PARAGRAPH 10 BELOW.** Grantee shall not place additional utilities, including, pipelines, electric transmission lines, telecommunication lines, or under builds of any kind within the easement area described in Exhibit “B.”

Grantee's use of the described property is subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. Grantee shall comply with all other terms and conditions imposed by the operating railroad now or in the future. Continued use, upgrading or increasing the size or capacity of the Pipes is not permitted without prior written consent of Grantor, which Grantor may condition (including, but not limited to, additional compensation), withhold, or give in its sole discretion.

2. Grantor shall permit Grantee reasonable right of entry for the purpose of constructing, reconstructing, replacing, repairing, maintaining, and operating the Pipes.

3. Grantee shall pay the entire cost of constructing, reconstructing, maintaining, operating, repairing, replacing, and removing the Pipes. All of that work shall be done in a good and skilled manner and in accordance with the plans, specifications, and profiles, specifically including the anticipated date of commencement of work, to be prepared by Grantee and submitted in writing to Grantor and the operating railroad for approval. Except in the case of an emergency, Grantee shall not commence such work until it is approved in writing by Grantor, which approval shall not be unreasonably withheld. Grantor reserves the right to have a representative present, but in no way waives any rights by failing to have a representative present.

4. Grantor shall have the right to retain existing tracks and other improvements at the location of this Easement and shall also have the right at any and all times in the future to construct, re-construct, replace, repair, remove, maintain, and operate over, under, or within this Easement additional track, tracks, and other improvements as it may from time to time elect. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing tracks and other improvements of Grantor or of such track, tracks, and other improvements as Grantor may have in the future across, on, in, below, along, parallel, or above this Easement. Grantor reserves the right to grant future easements across, on, in, below, along, parallel, or above this Easement. Nothing in this Easement shall be interpreted or construed to limit the non-exclusive nature of the Easement.

5. Before and during the construction, reconstruction, replacement, repair, maintenance, or operation of Pipes, or at any other time, Grantor shall have the right to provide such safe and temporary structures as it may deem necessary for safety or preserving its tracks, buildings, or other improvements. Grantee further agrees to pay Grantor the entire cost of putting in and removing those temporary structures and of restoring the property of Grantor to as near as may be to the same condition in which it was before commencement of the work.

6. If Grantor changes the location or grade of its tracks or other improvements or desires to otherwise use its property for whatever purpose at any point of crossing, at any point along the Easement, or at any point along a parallel course, Grantee, at its own expense, shall make all changes to the Pipes required by Grantor. If Grantee fails, neglects, or refuses to make those changes for a period of thirty (30) days after receiving written notice from Grantor, then Grantor may make those changes to Pipes at Grantee’s expense, provided that if the required changes reasonably require a period longer than thirty (30) days Grantee shall be provided such additional time as long as it commences the change work within thirty (30) days and proceeds with reasonable diligence.

7. Grantee shall at all times construct, reconstruct, replace, repair, maintain, and operate the Pipes in a secure, safe, and sanitary condition and in accordance with all applicable laws, ordinances, rules, and regulations. Grantee shall pay promptly when due all taxes levied or assessed upon Grantee or upon Grantee's use and enjoyment of the rights granted herein including income derived there from. If the manner of constructing, reconstructing, replacing, repairing, maintaining, or operating the Pipes is at any time in violation of any applicable law, rule,

regulation, or ordinance, then Grantee shall make such changes or repairs as shall be necessary, at no cost or expense to Grantor, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by that agency or to make timely payment of taxes shall terminate this Easement, provided that it shall not terminate as long as Grantee in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from, or pursues other lawful measures to avoid the enforcement of those laws, ordinances, rules, regulations, or taxes.

8. To the maximum extent allowed by law, Grantee shall defend, indemnify, and hold harmless Grantor and its Representatives, against all claims, demands, actions, and cause of actions, including, but not limited to, all judgments, settlements, attorneys' fees, and court costs in connection therewith, arising or growing out of loss or damage to property or injury to or death of any persons resulting in any manner from the Pipes (irrespective of whether any act or omission to act by Grantor or its Representatives causes or contributes thereto). Grantee shall promptly pay any sums required by this paragraph. If the protections in this paragraph are found to be illegal or unenforceable, Grantee shall defend, indemnify, and hold Grantor and its Representatives harmless to the maximum permissible extent.

9. All rights and interest to said property shall revert to Grantor if Grantee vacates, abandons, or ceases to use the Easement with the intent to permanently vacate, abandon, or cease to use the Easement or if the easement terminates. Upon such permanent vacation, abandonment, termination, or cessation of use, Grantee, at its sole cost and expense, shall remove its improvements and restore the Easement premises to its original condition.

10. Grantee, at its sole expense, shall comply with the requirements of Illinois Plat Act (765 ILCS 205) and any other survey, platting, land division, or similar requirements relating to this Easement. **GRANTOR AND ITS REPRESENTATIVES MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. GRANTEE ACKNOWLEDGES GRANTOR AND ITS REPRESENTATIVES HAVE MADE NO STATEMENTS OR REPRESENTATIONS CONCERNING ITS TITLE OR ESTATE, OR THE CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS). GRANTEE REPRESENTS IT HAS MADE ITS OWN INVESTIGATION OF TITLE, ESTATE, AND CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS) AND FINDS EVERYTHING ACCEPTABLE INCLUDING, BUT NOT LIMITED TO, ANY PRIOR RESERVATIONS IN THE CHAIN OF TITLE, LIMITATIONS ON USE, REVERSIONARY INTERESTS, OR OTHER DEFECTS. NOTHING IN THIS EASEMENT SHALL BE CONSTRUED TO CONFLICT WITH THE OPERATING RAILROAD'S RIGHTS.** This Easement is subject to outstanding interests. Regardless of title or estate and without any further action necessary, this document shall constitute the binding terms (whether through license, permit, covenant, contract, or otherwise) upon which Grantee and Grantor agree to mutually use the subject property. Hawkeye Land Co. of Illinois shall be entitled to obtain judgment for costs and expenses (including, but not limited to, reasonable attorney fees and expert witness fees) if it is the prevailing party against Grantee in any action or proceeding

relating to this Easement or the railroad right-of-way. Grantee acknowledges and agrees interference with Grantor's interests in the railroad right-of-way constitutes irreparable harm for which there is not an adequate remedy at law. Grantee also waives any requirement for bond. Any amount which is not timely paid to Hawkeye Land Co. of Illinois, shall have ten percent interest (or the highest lawful interest, whichever is lower) added to the amount. Any disputes, now or in the future, in any way concerning, arising out of, or relating to this Easement or the railroad right-of-way may be brought as original actions in the courts for Linn County, Iowa, or the courts for the county of the location of the dispute, as original actions.

11. The grants, covenants, and stipulations shall extend to and be binding upon, inure to the benefit of and shall be enforceable by Grantor and Grantee and their respective successors and assigns, as well as the operating railroad. Without implying any limitation, Grantor's rights and powers as well as Grantee's obligations, representations, and warranties under this Easement shall survive the expiration, termination, abandonment, or other end of this Easement. Failure to promptly assert rights under this Easement shall not be a waiver of those rights or a waiver of any existing or subsequent defaults.

12. References to "Grantor" are to be interpreted and construed as appropriate to confer rights on CSX Transportation Company (as against Grantee only but Hawkeye Land Co. of Illinois, at its election, shall take precedence as between Hawkeye Land Co. of Illinois and CSX Transportation Company), and its successors and assigns (collectively, "operating railroad") to protect railroad operations. In particular, the Easement expressly grants to the operating railroad the rights to enforce the covenants and to benefit from the indemnities of Grantee for protecting railroad operations. Grantee having understood this easement and having the opportunity to negotiate after review with legal counsel, this Easement shall not be interpreted or construed against either party on account of who drafted or is seeking enforcement. "Representative" means a party's owners, directors, shareholders, members, managers, partners, officers, employees, contractors, agents, invitees, licensees, successors, assigns, and other representatives (but does not include another party to the easement). "Easement" or "easement" also means license. A court may equitably reform any provision of this Easement found to be illegal or unenforceable to make it enforceable as close to the original intent as possible. In such an instance, Hawkeye Land Co. of Illinois may elect to terminate the easement (thereby triggering Grantee's obligation to restore the easement premises).

13. Exhibits "A" and "B" as well as the Easement Review Agreement between the parties dated May 5, 2026 are incorporated by reference and made a part of this Easement.

14. This Easement contains the entire agreement of the parties. Except as otherwise provided in this Easement, this Easement may not be amended except by a written instrument signed by both the Grantor and Grantee.

15. Each of the parties agrees to execute and deliver to the other party all such documents as may be necessary or appropriate for the effectuation of the provisions and intent of this agreement.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2026.

HAWKEYE LAND CO. OF ILLINOIS

BY:_____
Rick Stickle, CEO

STATE OF IOWA)
) ss.
COUNTY OF LINN)

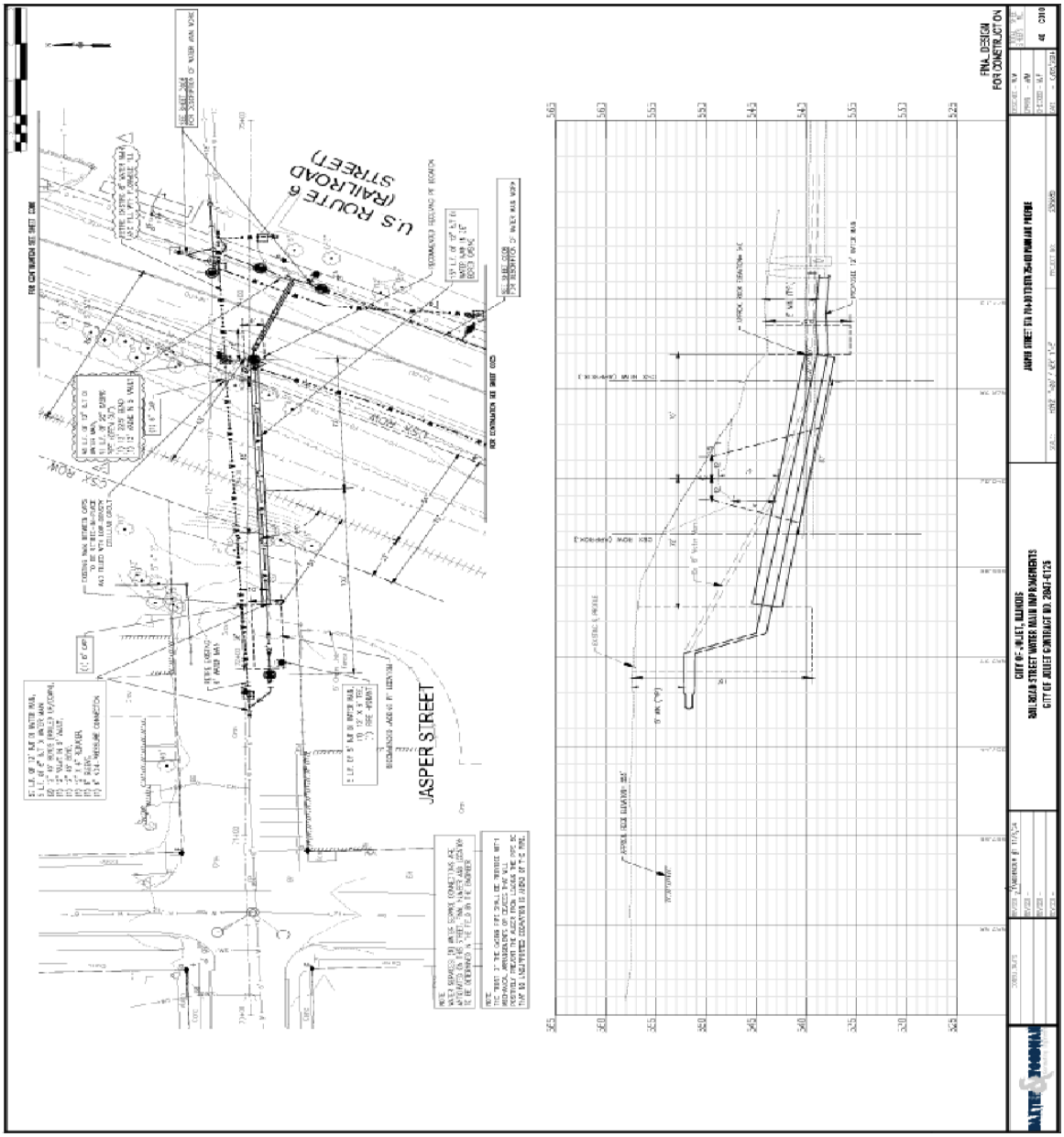
This instrument was acknowledged before me on _____ by Rick Stickle as CEO of Hawkeye Land Co. of Illinois

_____
NOTARY PUBLIC IN AND FOR SAID STATE

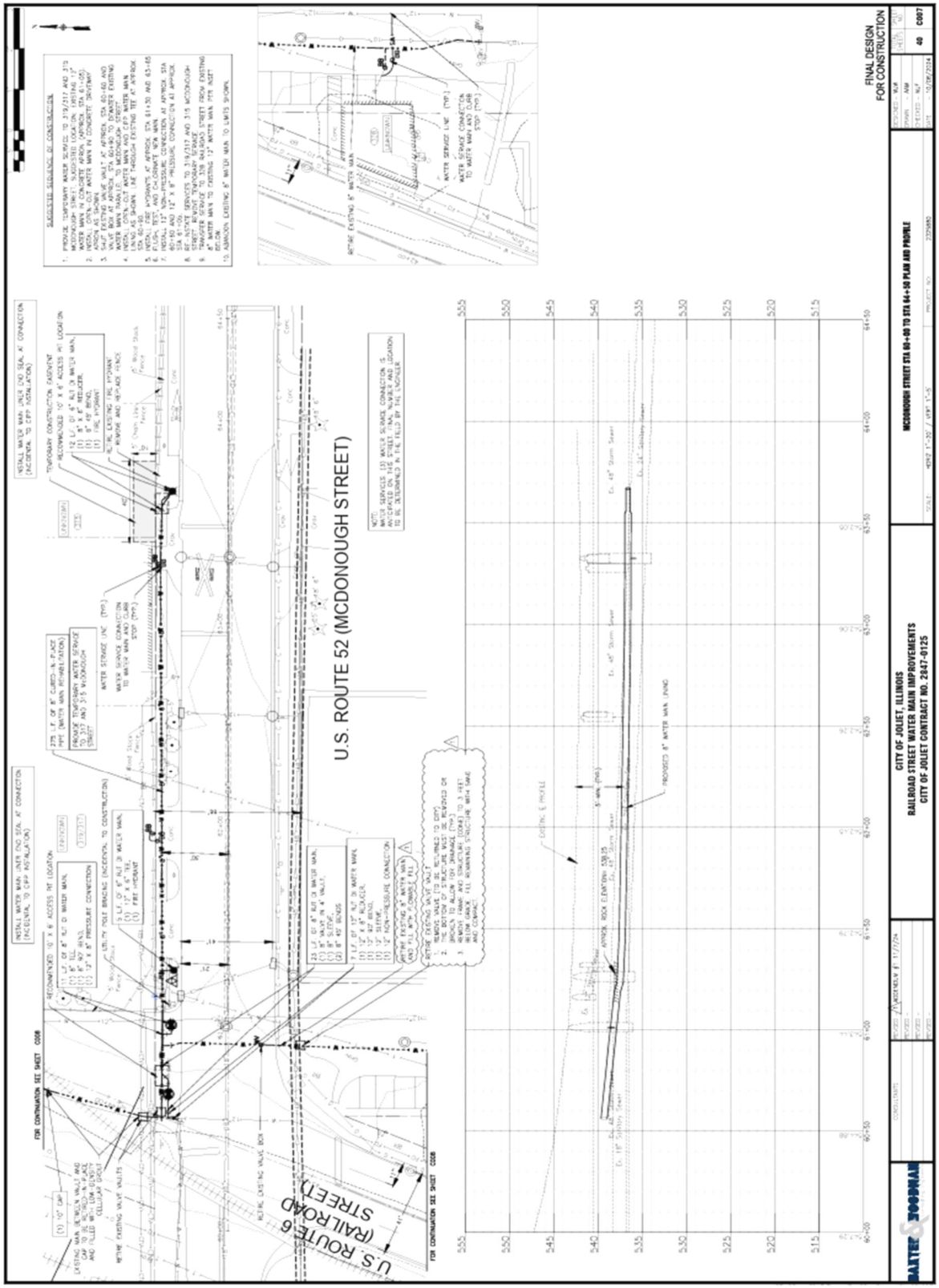
EXHIBIT "A"

Railroad Street, Joliet, IL (HLC Matter No. 25-2500): Abandonment of one (1) six-inch (6") and two (2) ten-inch (10") steel pipe at a minimum depth of five (5) feet for water main purposes, now to be filled with low density cellular grout. Work also includes the installation of one (1) 12" water main encased in 36" steel conduit at a depth of fifteen (15) feet beneath the CSX operating railroad tracks in Joliet, Will County, IL 60436.

1) Installation and Abandonment
Jasper Street and Railroad Street / Highway 6



2) Abandonment
Railroad Street / Highway 6 and McDonough Street / Highway 52



3)Abandonment
South of Art Schultz Park, then east of West Allen Street

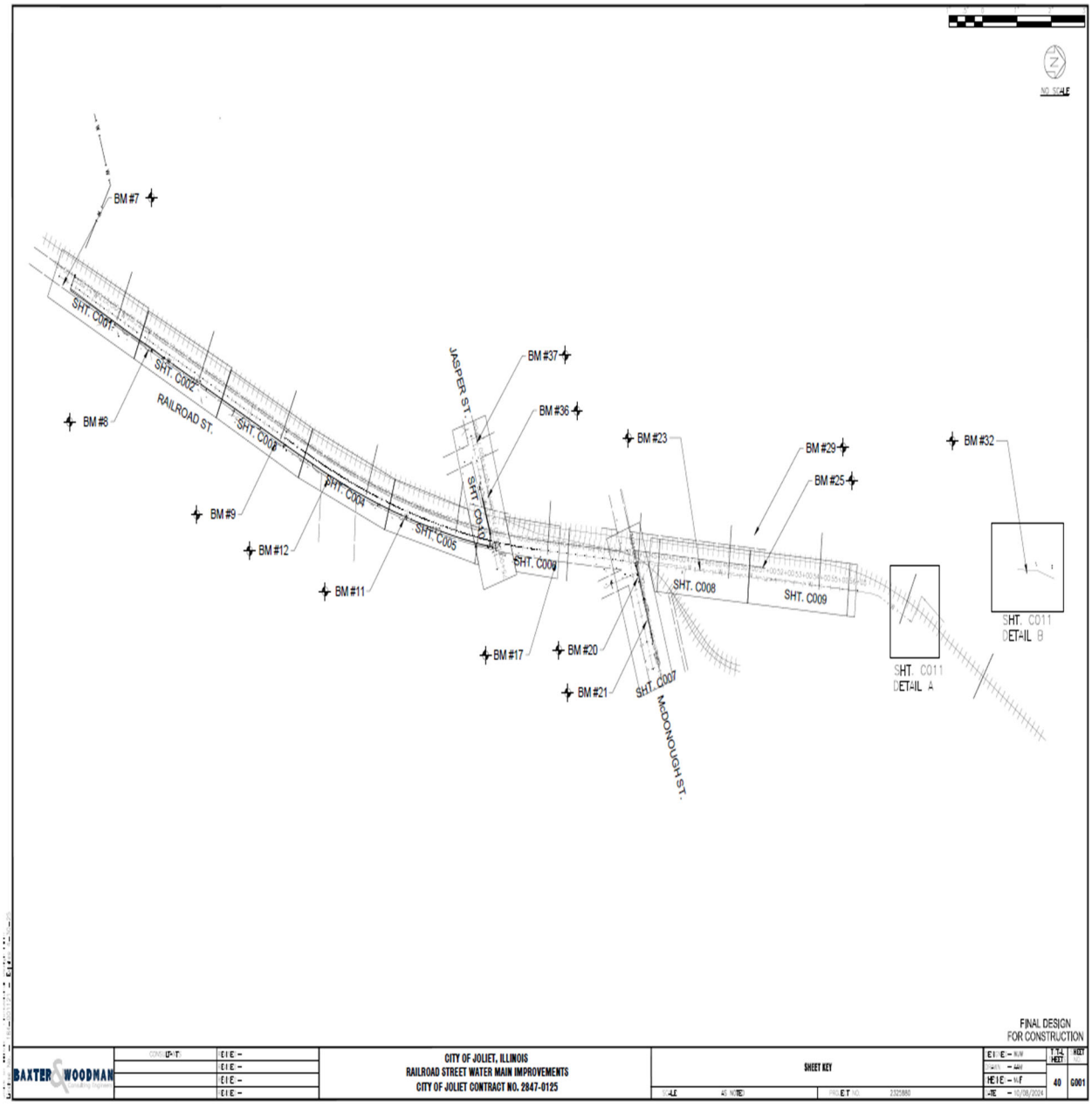
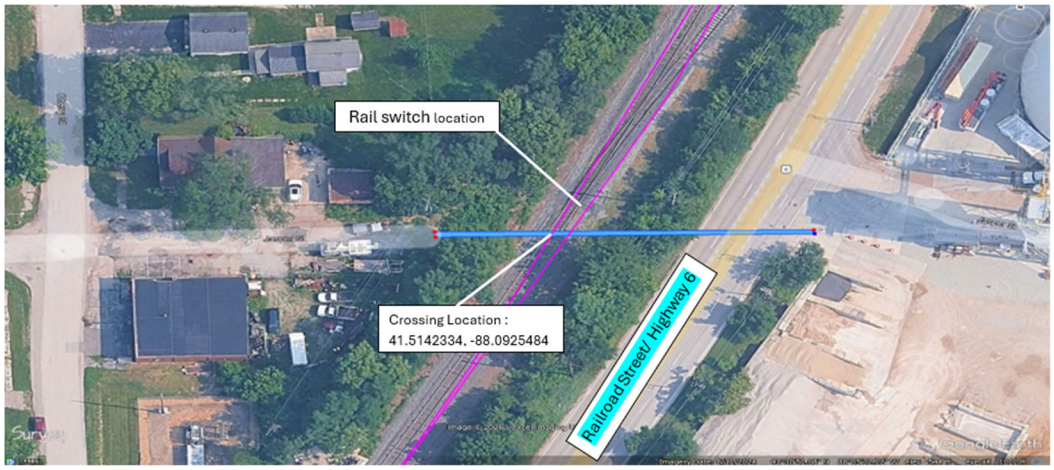


EXHIBIT "B"

1) A 10 foot wide non-exclusive easement across the former right-of-way of the Chicago, Rock Island & Pacific Railroad Company now evidenced, monumented, occupied, or recorded in the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the 3rd Principal Meridian; Centroid Coordinates of LAT./LONG 41.2334, -88.0925284. The centerline of this easement being described as intersecting the center line of the railroad right-of-way at a 61-degree angle 205 feet, more or less, maintaining a minimum distance of 50 feet from the existing rail-switch on an east to west alignment with Jasper Street, beneath the rail tracks and Highway 6/Railroad Street, in Will County, State of Illinois.

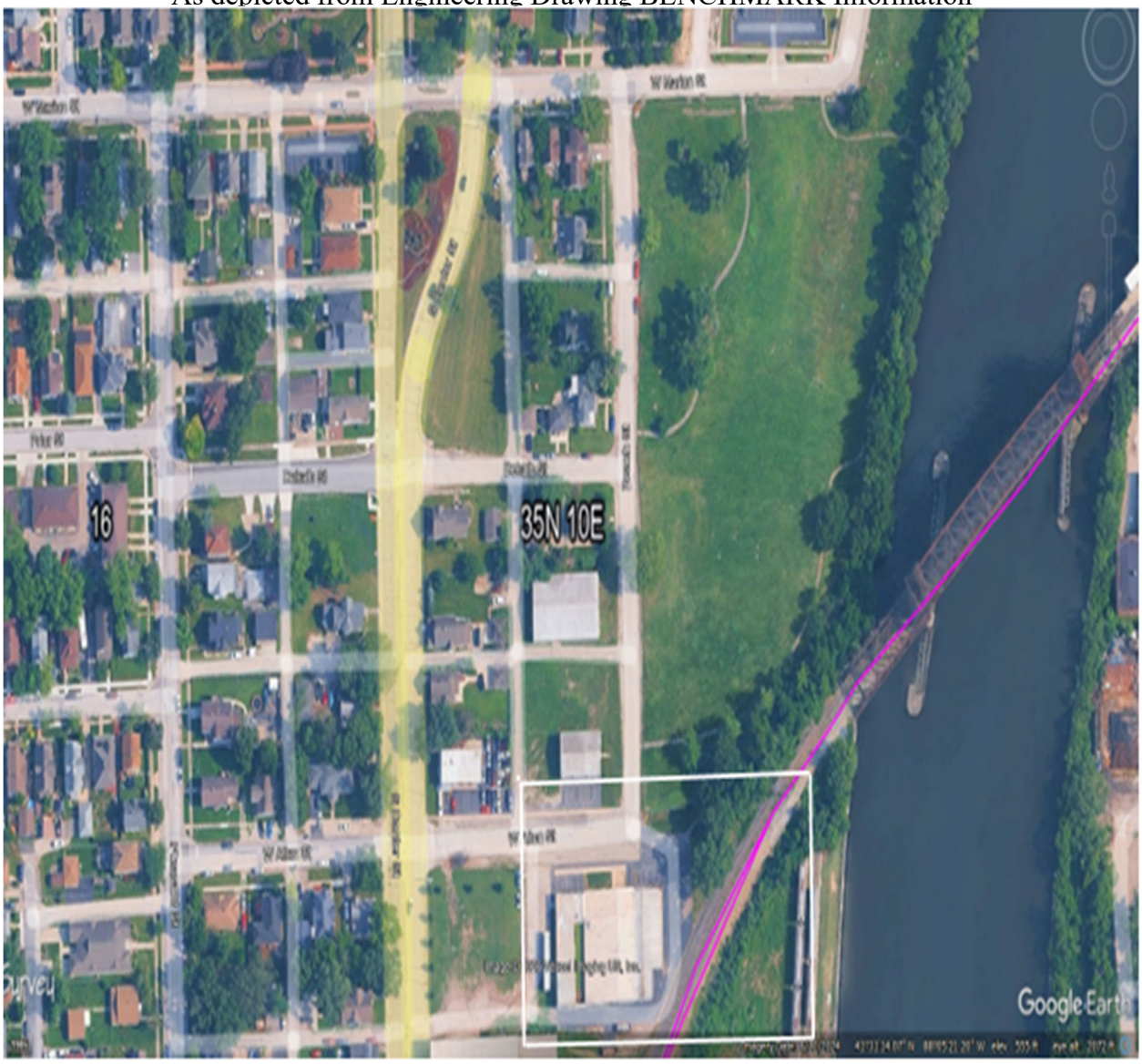


2) A 10 foot wide non-exclusive easement across the former right-of-way of the Chicago, Rock Island & Pacific Railroad Company now evidenced, monumented, occupied, or recorded in the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the 3rd Principal Meridian; Centroid Coordinates of LAT./LONG 41.516210, -88.091217. The centerline of this easement being described as intersecting at the east edge of Railroad Street at McDonough Street/Highway 52 on the north side of the street. Then southward, approximately 65 feet to the south side of McDonough Street/Highway 52 in Will County, State of Illinois.

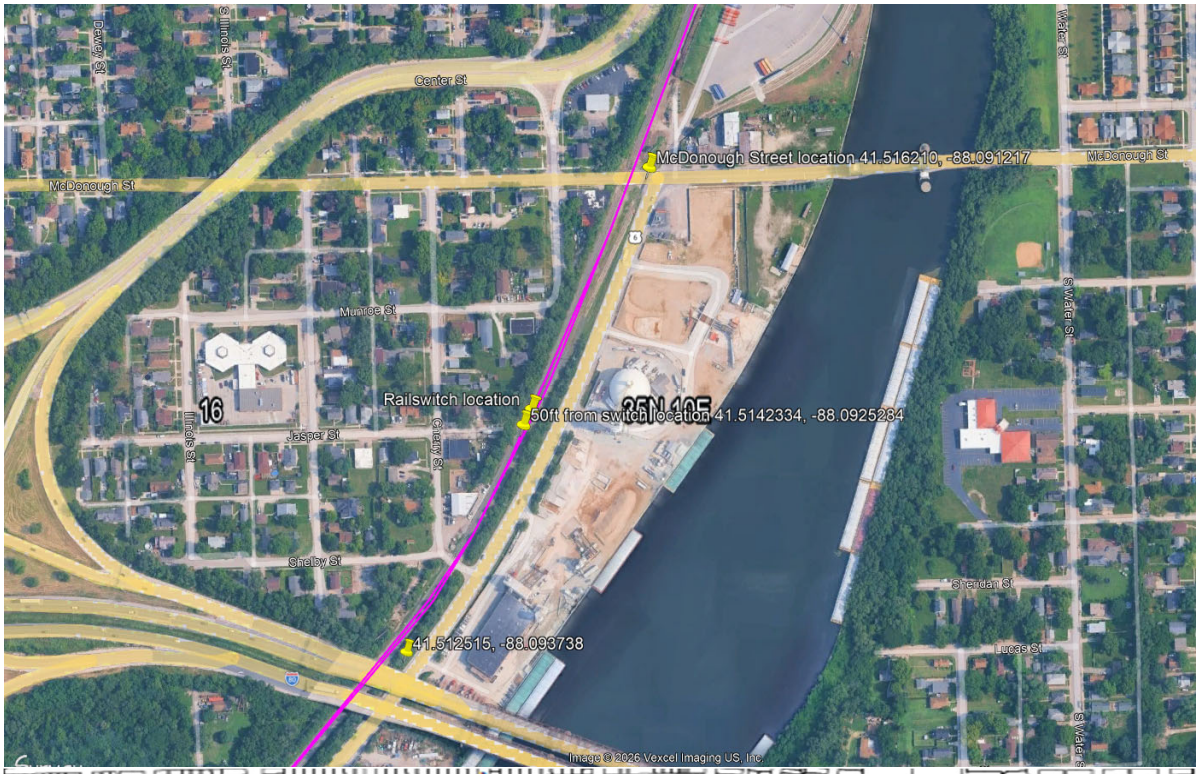


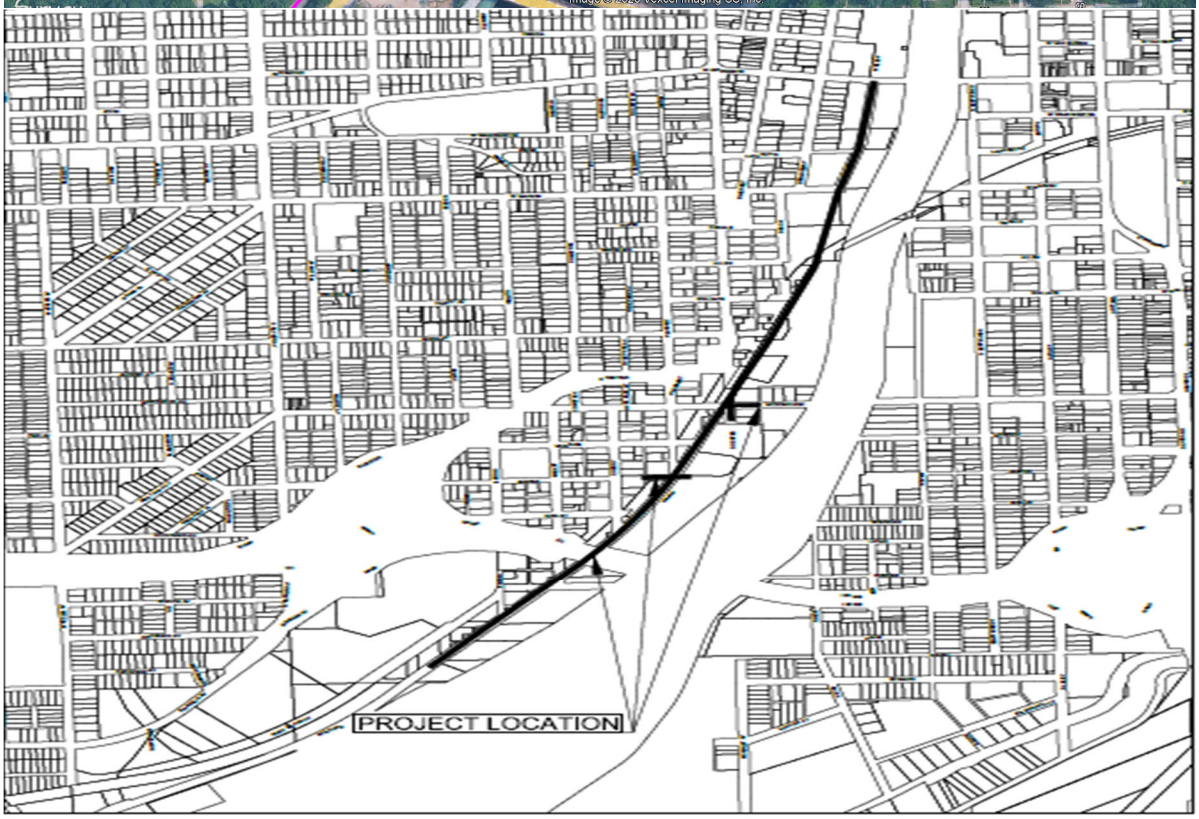
3)A 10 foot wide non-exclusive easement across the former right-of-way of the Chicago, Rock Island & Pacific Railroad Company now evidenced, monumented, occupied, or recorded in the Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) of Section 16, Township 35 North, Range 10 East of the 3rd Principal Meridian; Centroid Coordinates of LAT./LONG 41.519722, -88.089487. The centerline of this easement is being described in or at Mayor Art Schultz Park and West Allen and Wallace Streets.

As depicted from Engineering Drawing BENCHMARK Information



Map depicted from Engineering Drawing of Work Vicinity





VICINITY MAP

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 248-26

File ID: 248-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/23/2026

Department: Public Utilities **Final Action:**

Title: Resolution Accepting an Easement Agreement for the Railroad Street Water Main Improvement Project with Hawkeye Land Company in the Amount of $40,000.00

Agenda Date: 05/05/2026

Attachments: Resolution, 25-2500 Updated Version Review
Purchase Agreement 04-14-2026 City of Joliet IL V2-8

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026

Memo

File #: 250-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Ann Sylvester, Cultural Affairs and Special Events Director

SUBJECT:
Ordinance Adding Chapter 21, Article XI Governing the General Use and Accessibility of City Square Property

BACKGROUND:
City Square is designed as a centrally located, high-use civic space in downtown Joliet that supports economic activity by drawing residents and visitors to the area. To keep the Square safe, accessible, and compatible with surrounding commercial uses, it requires regulations that maintain an orderly environment and advance the City's broader economic development goals.

Establishing an ordinance governing City Square provides the framework necessary to protect public safety, coordinate events, and ensure the Square continues to serve as an anchor for downtown revitalization.

The ordinance authorizes the Joliet Police Department to enforce all applicable provisions of the Joliet Municipal Code and relevant State Statutes within City Square, ensuring clear and comprehensive enforcement authority in a high-use public space. It sets operating hours of 7:00 a.m. to 10:00 p.m. from May 1 through September 30, and 8:00 a.m. to 9:00 p.m. from October 1 through April 30, with extended hours permitted for City-sponsored or otherwise permitted events. Any event not sponsored by the City must obtain a Special Event Permit, allowing the City to coordinate scheduling, manage safety needs, and avoid conflicting uses.

The ordinance prioritizes pedestrian access and restricts vehicular access to maintain safety and preserve the walkable character of the Square. It also prohibits drone takeoffs and landings within 300 feet, consistent with FAA guidance, to protect public safety during daily use and special events.

Event permitting follows established procedures administered by the Department of Cultural Affairs and Special Events, which coordinates with relevant departments to ensure safety protocols, required licensure, and post event cleanup are properly managed.

CONCLUSION:
This ordinance grants the City Manager or designee authority to make temporary closures, adjust operations, and approve permits as needed to manage a frequently programmed urban space. It incorporates relevant Joliet Code of Ordinances and State Statutes to ensure officers can address disorderly conduct, obstruction, alcohol- and drug related violations, and other behavior that may disrupt public use or downtown commerce.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Ordinance Adding Chapter 21, Article XIII Governing the General Use and Accessibility of City Square Property.

ORDINANCE NO. _____

ORDINANCE ADDING CHAPTER 21, ARTICLE XI GOVERNING THE GENERAL USE AND ACCESSIBILITY OF CITY SQUARE PROPERTY

WHEREAS, the City of Joliet is a home rule unit of local government under the Illinois Constitution of 1970; and

WHEREAS, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for protection of the public health, safety, morals and welfare, and

WHEREAS, the Mayor and City Council of the City of Joliet, Illinois (City) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect public health, safety, and welfare of its citizens; and

WHEREAS, the City of Joliet is revitalizing the downtown area for the benefit and enjoyment of all; and

WHEREAS, the Mayor and City Council recognize their role in facilitating the successful revitalization of the downtown area; and

WHEREAS, the Mayor and City Council have determined that it is necessary to create a General Use Ordinance for the City Square property located in the heart of downtown Joliet; and

WHEREAS, the Mayor and City Council recognize that City Square property should be regulated to promote the health, safety, and welfare of its citizens.

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: That Chapter 21, Article XI is hereby added as follows:

Sec. 21-152 - DEFINITIONS, CONSTRUCTION AND SCOPE

Alcohol means any substance containing any form of alcohol, including but not limited to ethanol, methanol, propanol, and isopropanol. *625 ILCS 5/6-500(1)*

All-Terrain Vehicle means any light utility vehicle or quad bike as defined by the American National Standards Institute, or any vehicle that travels on low pressure tires, with a seat for the operator, handlebars or steering wheel for steering control and that may or may not include seats for passengers.

Alternative Nicotine Product shall have the meaning ascribed under *720 ILCS 675/1.5(a)* and *Joliet Municipal Code Chapter 4, Article VI*: a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or otherwise. This includes synthetic tobacco products which are intended to replicate tobacco and tobacco products.

City Square means a certain parcel of real property located in the City of Joliet, Illinois, Will County, Illinois, being described as follows:

Commencing at the westernmost sidewalk edge line along Chicago Street; thence west along the plaza to the eastern most face of the Ottawa Street Parking Deck; thence north to the southernmost sidewalk line along Clinton Street (or northern boundary of said property; thence south to the northernmost sidewalk edge line (or southern edge line of planter areas).

Together with all improvements thereon, including but not limited to public square spaces, sidewalks, paving, landscaping, seating, lighting fixtures, public art, and other permanent or temporary easements, and including any permanent or rights-of-way necessary for public access, utilities, staging, events, maintenance or service.

Total area is approximately the area encompassed by the above boundaries, as depicted on the City-approved "City Square Exhibit A" map, below.

Cannabis means any substance so defined in the Cannabis Regulation and Tax Act (*P.A. 101-0027*) and the Cannabis Control Act (*720 ILCS 550*).

Controlled Substance means any substance so defined in the Illinois Controlled Substances Act, *720 ILCS 570/100 et seq.*; "intoxicating compounds" shall include all substances listed in the Use of Intoxicating Compounds Act, *720 ILCS 690/0.01 et seq.*

Domesticated Animal means an animal kept within a household for purposes of companionship. Such animal shall be legally kept within the household pursuant to Joliet Municipal Code and Zoning Codes.

Drone means any aerial vehicle that does not carry a human operator. *725 ILCS 167/5.*

Electronic Smoking Device means any electronic and/or battery-operated device, the use of which may resemble smoking that can be used to deliver a dose of alternative nicotine product or vapor product as defined under *Joliet Municipal Code Chapter 4, Article VI.*

Emergency Vehicle means any vehicle used by emergency services (police, fire, medical) to respond quickly to incidents; equipped with special lights, sirens, and equipment to save lives, fight fires, or mitigate hazards, often authorized to bypass traffic laws when responding to calls for service.

Micromobility Device means a small, lightweight vehicle used for short urban trips, powered by humans, electricity, or a mixture of both, including but not limited to e-bikes, e-scooters, skateboards, and unicycles.

Open Air Meeting means any congregation of citizens held outdoors and upon any alley, highway, or any public way, or on any property belonging to or under the supervision or control of the city government for the purpose of hearing speakers or discussing some matter of common interest, where the number of participants expected may reasonably be assumed to exceed ten (10) persons; this shall include religious and political meetings.

Parade means a march, procession, or other similar activity consisting of persons, animals, vehicles, or things, or any combination thereof, upon a public street, sidewalk, alley, or other public place, which requires a street closing or otherwise requires stopping or rerouting vehicular traffic because the parade will not or cannot comply with normal and usual traffic regulations and controls. "Parade" does not include a political protest, march, demonstration, or other assembly protected by the First Amendment. *725 ILCS 167/5*.

Person means any individual, firm, association, partnership, corporation, or other legal entity, any public or private institution, the State of Illinois, or any municipal corporation or political subdivision. *510 ILCS 55/1*.

Property means all property which is not "real property," i.e. any tangible or intangible item of monetary value, including but not limited to real estate, money, services, tickets, written instruments, utilities, vehicles, furniture, and personal effects. *720 ILCS 5/15-1 and 240 ILCS 10/2.*

Service Animal means a dog or miniature horse trained or being trained as a hearing animal, a guide animal, an assistance animal, a seizure alert animal, a mobility animal, a psychiatric service animal, an autism service animal, or an animal trained for any other physical, mental, or intellectual disability. *720 ILCS 5/48-8(a).*

Special Event means an event held on public or private property including, but not limited to, parades, festivals, block parties, athletic events, outdoor concerts, circuses, rodeos, firework displays, carnivals, movie or television productions, or other public meetings or events which significantly impact the City or meet some or all of the following criteria:

(1) Closure of roads, streets, or city blocks;
(2) issuance of multiple permits or leases;
(3) use of City-owned property;
(4) use of City services;

(5) use of amplified sound; or
(6) use of food truck(s).

Tobacco Product means any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, or any other form of tobacco which may be utilized for smoking, chewing, inhalation or other manner of ingestion as prescribed under *Joliet Municipal Code Chapter 4, Article VI.*

Under the Influence means affected by alcohol, cannabis, controlled substance, or any intoxicating compound, in any determinable manner. A determination of being "under the influence" can be established by a professional opinion or a scientifically valid test as proscribed under *625 ILCS 5/6-501*.

Wildlife means any animal not domesticated, living unconfined in a state of nature, without the care of man.

Sec. 21-153 - CONSTRUCTION AND SCOPE

This Ordinance governs and controls the use, management, and regulation of the City Square as described and depicted in Section 2-152 of this Ordinance. All applicable ordinances of the City of Joliet and all applicable laws of the State of Illinois apply to the City Square and to all activities conducted pursuant to this Ordinance.

Sec. 21-154 – CLOSURE AND OPERATIONAL POLICIES

(a) HOURS

Except as otherwise provided, City Square shall be open to the public daily from 7:00 a.m. to 10:00 p.m. from May 1 through September 30, and from 8:00 a.m. to 9:00 p.m. from October 1 through April 30. Hours may be extended for City-sponsored or permitted events as approved by the City Manager or designee to support programming, public safety, and community use.

(b) SPECIAL CLOSINGS

The City Manager or their designee may close City Square or any part thereof to the public at any time and for any interval of time, either temporarily or at regular intervals, and either entirely or to certain uses, as deemed advisable and in the best interest of the public and City of Joliet.

(c) USE OF CLOSED PROPERTY PROHIBITED

No Person shall use, occupy, be in, or remain upon City Square or leave any personal property in or upon City Square, when City Square is closed to the public, or after closing hours, unless permission has first been obtained from the City. The City maintains the authority to close City Square from time to time; such closure shall be posted on City-managed communication channels a reasonable time in advance of such closure.

(d) SCHEDULES, FEES, RULES, AND REGULATIONS

Time schedules for the operation of, and the activities to be conducted on City Square, and permitting requirements, and program fees may be reviewed and approved periodically by the City Manager or their designee. The City Manager or their designee may establish policies, rules and regulations for proper conduct by individuals or organizations utilizing City Square. Should any

permit-holder or individual violate any rules prescribed herein, the City Manager or their designee maintains the authority to revoke any permit or license at any time.

Specific policies, rules and regulations pertaining to City Square and programs may be posted at or on the applicable property or published across any City-managed communication channels or otherwise made available to the users of City Square, who shall be charged with actual knowledge and shall obey or comply with all such policies, rules and regulations. All individuals and organizations shall abide by all City Square policies, rules and regulations and with the direct orders or requests of employees and agents of the City.

(e) DISPLAY OF PERMIT OR LICENSE

Every person or agency shall produce or display the applicable permit, license, or contract when requested to do so by the Joliet Police Department, Joliet Fire Department, other law enforcement agency with jurisdiction, or City of Joliet Employee for the purpose of enforcing compliance with all local ordinances, State and Federal Statutes when such permit, license, or contract is required to engage in activity within City Square.

Sec. 21-155 - LOST, FOUND, AND ABANDONED PROPERTY

(a) No Person shall abandon any property within City Square.

(b) Property left unattended or property suspicious in nature that interferes with any visitors' safety, orderly management of City Square, constitutes a nuisance, or presents a threat to City Square resources may be impounded or removed by the City at any time and disposed of in any manner deemed appropriate by the Joliet Police Department. The owner of such property shall be responsible and liable for all costs and expenses associated with the impounding, removal, storage, or other disposal of the property.

(c) Property that has been impounded or found shall be stored depending on space available, the storage period for said property may vary considerably. All property not claimed shall be disposed of in the same or similar manner as found property is disposed of under the Joliet Police Department General Orders.

Sec. 21-156 - PROPERTY USE

No Person shall use any portion of City Square for an event or activity which is not conducted or sponsored by the City unless a permit has first been obtained from the City in accordance with Chapter V of this Ordinance or a license agreement has been executed with the City. All persons utilizing City Square shall comply with the provisions of this Ordinance and with the provisions and conditions of the permit or license agreement along with all other Joliet Municipal Codes, and State and Federal Statutes.

Sec. 21-157 - INTERFERENCE WITH OTHER USERS

No Person shall walk, act, or conduct themselves upon any portion of City Square designated for a particular game, sport, event, amusement or other use in such a way as to interfere with the use of such portion by other Persons who are properly using the same for the particular game, sport, event, amusement or other use for which it has been designated, nor create a public nuisance (e.g., noise, litter) nor unreasonably obstruct or impede the use of City Square.

Sec. 21-158 SPECIFIC RESTRICTIONS ON CONDUCT

(a) COOPERATION WITH AUTHORITIES

A person involved in an incident on City Square resulting in personal injury or property damage shall report the incident to the Joliet Police Department or any local law enforcement agency with jurisdiction within twenty-four (24) hours of occurrence.

(b) ALCOHOLIC LIQUOR

(1) No person under the influence of alcoholic liquor shall enter into, be, or remain within City Square.

(2) No person, other than the City or its agent, shall sell or deliver any alcoholic liquor within City Square, unless said Person has first obtained applicable permits, licenses, or contracts from the City or County.

(3) No person shall distribute, provide or allow any person under 21 years of age to possess or consume alcoholic liquor within City Square. No person under the age of 21 years of age shall possess or consume alcoholic liquor within City Square.

(4) No person shall bring, possess, consume, take, use, or transfer any alcoholic liquor within City Square without having first obtained the necessary permit, license, or contract from the City unless they are in or on City Square where the possession, consumption, use, or transfer of alcoholic liquor is permitted.

(5) Every person possessing, using, consuming, or transferring alcoholic liquor pursuant to this section, shall be subject to and comply with *Chapter 4 of the Joliet Municipal Code*, the *Liquor Control Act of 1934* and all other applicable local ordinances, and State and Federal Statutes regarding possession, use, consumption, or transfer of alcoholic liquor.

(c) CONTROLLED SUBSTANCES, CANNABIS, AND TOBACCO

(1) Except in connection with a valid prescription, no person under the influence of any controlled substance or cannabis shall enter, be, or remain within City Square unless they are following Joliet Municipal Codes and State and Federal Statutes regarding cannabis or controlled substances.

(2) No person under the age of twenty-one (21) shall purchase, possess, consume or transport cannabis or controlled substances within City Square.

(3) Except in connection with a valid prescription or except when legally permitted under the *Illinois Cannabis Control Act*, no person shall bring into, possess, consume, take, use, sell, or transfer any cannabis within City Square.

(4) Except in connection with a valid prescription, no Person shall possess, bring into or use drug paraphernalia, except when legally permitted under the *Illinois Cannabis Control Act*, within City Square, with the intent to use it in ingesting, inhaling or otherwise introducing cannabis or a controlled substance into the human body, or in preparing cannabis or a controlled substance for that use.

(5) No person shall smoke or otherwise ingest tobacco or tobacco related products on the turf located throughout City Square. No person shall distribute, place, leave, throw or scatter tobacco or tobacco-related products in or upon City Square except for in appropriate trash receptacles.

(d) WEAPONS

(1) Other than as permitted by State law concerning storage and transport of a firearm, no person while within City Square shall possess on or about their person, concealed or otherwise, including but not limited to, any firearm, stun gun, taser, bow and arrow, switchblade knife, sword, martial arts weapon, bludgeon, metal knuckles, or device capable of discharging a projectile or harmful chemical substance, or any weapon, instrument, or substance of like character or design.

(2) While within City Square, no person shall carry or possess with the intent to use the same unlawfully against another, a dagger, dirk, billy, knife, razor, broken bottle, or other piece of glass, or any other dangerous weapon or instrument of like character. Nothing contained herein shall be construed to prevent any Joliet Police Officer, or any other duly sworn peace officer, from carrying such weapons as may be authorized and necessary in the discharge of their duties.

(3) In accordance with both the FOID Act and Firearm Concealed Carry Act, no person shall possess on or about their person, concealed or otherwise, any firearm, stun gun, taser, bow and arrow, switchblade knife, sword, martial arts weapon, bludgeon, metal knuckles, or device capable of discharged a projectile or harmful chemical substance, or any weapon, instrument, or substance of like character or design on City Square Property during the time where there is a permitted event on the property.

Scope. This section expressly adopts *430 ILCS 65* (FOID Act), *430 ILCS 66* (Firearm Concealed Carry Act), *Chapter 21 of the Joliet Municipal Code*, and all other applicable State and Federal Statutes in their current form and as they may be amended from time to time.

(e) ANIMALS

(1) No person shall bring or release onto City Square any wildlife, including without limitation, any animal the capture or killing of which is authorized by the fish and game laws of the State of Illinois, or any other animal, except for service animals subject to the restrictions contained in this section.

(2) The City may bring, release, or permit another person to bring or release such proscribed animals onto City Square in conjunction with an activity or event conducted, sponsored or permitted by the City or in conjunction with a zoo, museum, nature center, or similar facility controlled, permitted or licensed by the City.

(3) No person shall feed any wildlife on City Square.

(4) No owner or person having control of any domesticated dog, cat, or any other domesticated animal shall cause or permit such animal to be within City Square at any time or for any reason other than those animals governed under the Illinois Service Animal Access Act *720 ILCS 5/48-8* and the White Cane Law *775 ILCS 30/4,* and the Americans with Disabilities Act of 1990, *42 U.S.C. §12101 et seq. (1990).*

(5) Any animal found on City Square in violation of subsections (a) through (d) may be apprehended, removed to an animal shelter, public pound, or other place provided for that purpose, and disposed of pursuant to *Chapter 6 of the Joliet Municipal Code,* and State or Federal Statutes. The owner or person responsible for such animal shall be responsible for all costs and expenses incurred or encumbered in the removal and housing of such animal and such charge shall be in addition to and not in lieu of any other penalties provided for in the Joliet Municipal Code and State or Federal Statutes.

(f) BEGGING AND PANHANDLING

No person within City Square shall obstruct or impede pedestrians; harass City Square visitors with physical contact or persistent demands; misrepresent their affiliations; misrepresent what the solicited funds will be used for; or interfere, interrupt, or engage in conduct incompatible with the purpose of any program, activity, function, and/or special event conducted, sponsored licensed or otherwise permitted by the City Square; or coerce or intimidate another person into giving money, goods or services.

(g) CAMPING AND SLEEPING

No person shall place, erect, or use any hammock, swing, tent, shelter or any other type of temporary or permanent camping equipment or otherwise camp in any manner within City Square.

(1) No person shall sleep on benches, stages, tables, sidewalks, or other City Square property.

(2) No person shall use City Square in a manner designed or calculated to act as a substitute for a residence or means of support.

(h) FIRES AND PYROTECHNICS

Scope. This section expressly adopts *Chapter 8, Article IV and Chapter 21 of the Joliet Municipal Code* and all other applicable State and Federal Statutes in their current form and as they may be amended from time to time.

(i) DUMPING, SANITATION, LITTER

(1) No person shall litter, cast, throw, drop, leave, scatter, place, pile, or otherwise dump or deposit in any manner any kind of dirt, rubbish, placard, handbill, pamphlet, circular, book, notice, flyer, other promotional material, paper of any kind, ashes, garbage, waste material, snow, ice, or other substance, whether liquid or solid, or any other refuse in or upon City Square, except as specifically permitted by the City.

(2) The organization, individual, or business who obtains a permit to host an event within City Square shall be solely responsible for the removal of all trash and general clean-up of the property at the end of such event. Failure to comply with this provision may result in fines, penalties, and the inability to obtain future permits.

(3) Paper, glass, cans, bottles, garbage and other refuse arising from lawful use of City Square shall be deposited in receptacles provided by the City for that purpose. Where receptacles are not provided, are missing, or are full to capacity, all such garbage, refuse, or other material shall be carried away from the area of use by the person responsible for its presence and properly dispose of it elsewhere. No person shall place household garbage, yard or construction waste, trash, rubbish or other matter generated outside of City Square into garbage receptacles provided by the City. No person shall discard, store, leave, or pile any form of yard waste, grass clippings, tree or shrub trimmings or any other form of landscape waste on City Square.

(4) No person shall urinate or defecate on or within City Square unless within an approved City-provided receptacle.

(5) No person shall utilize the City Square water features for any purpose.

(j) UNLAWFUL CONSTRUCTION, MAINTENANCE, OR ENCROACHMENT

No person shall construct upon or in connection with any property owned and/or managed by the City, unless contracted or employed to do so by the City and with a validly enacted contract:

(1) Erect, construct, install, or place any structure, building, improvement or other item, on or within City Square, without the written authorization from the City, and then only in accordance with the terms and conditions set forth in a license agreement, easement or other written agreement. Businesses, individuals, or other organizations may be cited for a violation of this Section when an agent of the corporation performs the conduct that is prohibited.

(2) Plant vegetation of any kind within City Square without written authorization of the City.

(3) Allow, authorize, build, construct, or place the discharge point of any sump pump, water feature, or foundation drainage, or any storm water management measures, including but not limited to swales, drains and contouring, that directs or is intended to direct sump pump or foundation drainage discharge, onto City Square . All discharge of sump pumps and foundation drainage adjacent to City Square, shall (1) be directly connected to storm sewer structures where feasible or (2) discharged onto the originating property and flows in accordance with Illinois drainage law.

(4) Any person, who violates any part of Section 2-158, shall, after receiving written notice of violation from the City and in accordance with the timeframe and directions outlined in such notification, shall comply with the City's directives, whether in writing or delivered orally by an individual with authority to enforce this Ordinance. The City shall have the discretion to address the encroachment with a negotiated agreement, civil remedy at law, or any other lawful remedy available to the City, including the physical removal of the encroachment.

(5) Any City representative, employee, or local law enforcement agency with jurisdiction may remove any encroachment(s) from City Square and assess the person(s) who violated this Section the cost of removing such encroachment(s), and such charge shall be in addition to and not in lieu of any other penalties or remedies provided for in this Ordinance or any applicable Joliet Municipal Codes and State or Federal Statutes.

(6) Any person who commits a violation of any part of this Section, in addition to any other civil or criminal penalty imposed, may be subject to a City of Joliet ordinance violation under Chapter 3 and may be subject to applicable fines as delineated in *Chapter 1 of the Joliet Municipal Code.*

No parade, procession, theatrical or dramatic presentation, meeting, assembly, gathering or demonstration shall be held on any portion of City Square unless Permitted by the City through the permitting process as delineated under *Chapter 26, Article V of the Joliet Municipal Code.*

Scope. This section expressly adopts *Chapter 26 of the Joliet Municipal Code* and all other applicable State and Federal Statutes in their current form and as they may be amended from time to time.

(k) RESTRICTED AREAS

(1) No person shall enter City Square when it is reserved or scheduled for a specific group or activity, unless invited by the individual, group, or agency responsible for such activity and, if applicable, has paid all appropriate admission and/or registration fees.

(2) No person whose admission privileges to City Square have been terminated, revoked, forfeited or suspended by the City Square pursuant to City of Joliet

Municipal Code shall enter or remain in City Square that is the subject of the termination, revocation, forfeiture or suspension.

(l) RESTRICTIONS APPLICABLE TO SPECIFIC ACTIVITY

(1) Picnics.

i. No fire or grills are allowed within City Square unless applicable permits have been obtained. Events desiring to use a grill for purposes of cooking food may do so only in those areas where fireplaces, stoves, grills, or firepits have been provided for that purpose, or as permitted by the City, all in accordance with Chapter V of this Ordinance.

ii. No group of persons exceeding twenty-five (25) in number shall picnic within City Square unless a permit has first been obtained from the City in accordance with this Ordinance. The City may designate areas for preparing, consuming, and dispensing food and beverages. Persons holding a permit and dispensing any food or beverage products may do so only in the area designated in the permit.

(2) Classes and Camps. No person shall bring or cause to be brought onto City Square any class, day camp, group or individual lesson, or similar organized group activity of any kind unless a permit allowing such use or activity has first been obtained from the City.

(3) This Section does not apply to City-sponsored programs or activities. Where a conflict between City-sponsored programs or activities and a requested activity occurs, City Square programs and activities shall take precedence.

Sec. 21-159 VEHICLES, PARKING, AND TRAFFIC CONTROL

(a) ALL-TERRAIN VEHICLES

No person, other than as authorized by the City, Joliet Police Department, or local law enforcement agency with jurisdiction, shall drive, ride, or otherwise operate an All-Terrain Vehicle, or utility vehicle, within City Square.

(b) MICROMOBILITY DEVICES

(1) "Low speed electric scooters" as defined by the Illinois Vehicle Code, *625 ILCS 5/1-140.11*, are not Micromobility Devices as defined herein and are prohibited within the City Square.

(2) When two (2) or more persons in a group are operating Micromobility Devices on City Square, they shall ride in single file. No person operating a Micromobility Device on City Square shall cling or attach themselves or their Micromobility Device to any other moving vehicle.

(3) Micromobility Devices shall not, at any time, in any place, be indiscriminately parked within City Square in such a manner as to interfere with pedestrian traffic. All Micromobility Devices shall be properly parked and secured on a designated bicycle rack provided and there is space available.

(c) PEDSESTRIAN PROTECTION

No person using Micromobility Devices on City Square shall interfere with pedestrian use of sidewalks, nor otherwise act negligently, recklessly or without due caution, or in any manner so as to endanger any person or property, nor use same where such use has been posted as prohibited.

(d) AVIATION/DRONES

Scope. This section expressly adopts *Title 14, "Aeronautics and Space," of the Code of Federal* Regulation, all Federal Aviation Administration (FAA) Regulations, and all other applicable State and Federal Statutes in their current form and as they may be amended from time to time.

(1) No person shall cause any drone to take off or land within three hundred (300) feet of City Square during a special event absent prior written approval by the City.
(2) This section does not apply to any law enforcement agency operating drones within thefines of State and Federal Statutes.

(e) WINTER ACTIVITIES

(1) No person shall ice skate, sled, toboggan, inner tube, ski, snowboard, slide, or engage in similar activities within City Square except at such times and places as the City may designate for such purposes.
(2) No person shall engage in any such activity in a reckless manner that endangers that person or others, or at a speed greater than is safe and under proper circumstances.
(3) No person shall tow, push, pull, or otherwise propel another person on skis, sled, or other sliding device by use of any vehicle within City Square.

(f) BICYCLES AND SKATEBOARDS

No person operating a bicycle within City Square shall carry another person on the same bicycle. This restriction does not apply to tandem bicycles equipped with two or more seats or saddles or an ordinary bicycle equipped with a seat or saddle for an infant or small child.

No person shall use roller skates, in-line skates, skateboards, roller skis, coasting vehicles, or similar devices within City Square.

(g) EMERGENCY VEHICLES

The provisions of this chapter regulating the movement or parking of vehicles on City Square shall not apply to the operator of any emergency vehicle when responding to an emergency call or pursuing an actual or suspected violator of the law. However, such operator shall exercise extreme caution when on or approaching City Square. When not responding to an emergency call or in the pursuit of an actual or suspected violator of the law, the operator of an emergency vehicle shall

obey the provisions of this Chapter, Joliet Municipal Code of Ordinances, and State and Federal Statutes.

(h) PARKING

(1) No person shall park a vehicle within City Square in other than established or designated parking areas, and such shall be in accordance with the posted directions and markings or with the directions of any attendant who may be present.
(2) No person shall park any vehicle or allow any vehicle to remain parked in any area of City Square beyond the normal closing hour of the park system, unless permission has first been obtained from the City.

Sec. 21-160 PERMITS AND OTHER AUTHORITY

(a) PERMITS

(1) It shall be unlawful for any person, business, or other entity to hold an event, class, or activity within City Square without having the proper special event permit.

(2) Every person, business, or other entity requesting a permit shall complete and file an application with the Department of Cultural Affairs and Special Events on forms provided by the City and pay the applicable fees. The date on which the application is received shall be recorded and a receipt or response shall be issued to the applicant.

(3) Applications for permits must be received by the City of Joliet Department of Cultural Affairs & Special Events at least 21 days prior to the activity for which a permit is sought. The City Manager or their designee may waive or shorten this requirement for good cause shown or in the best interests of the City.

(4) Except as provided in this Section, the City shall issue the permit without unreasonable delay unless:

i. The application for permit is not fully completed and executed; or,
ii. The applicant has not timely tendered the applicable application fee, user fee, security deposit, proof of insurance, indemnification or hold harmless agreement, or other required materials; or,
iii. The proposed activity violates any City Ordinance or State or Federal Statutes; or
iv. A prior application for a permit for the same date, time, and location has been or will be granted and the activities authorized by that permit do not reasonably allow multiple occupancy of that particular area; or
v. The proposed activity is of such a nature that it cannot reasonably be accommodated in the particular location applied for, considering, without limitation, the likelihood of such things as damage to City Square or the surrounding area, unreasonable interference with City Square functions,

operations, programs or activities, or unreasonable interference with the use or purpose of the City Square applied for; or

vi. The proposed activity would substantially impair the operation or use of facilities or services of City Square concessionaires or contractors; or

vii. The proposed activity is deemed to be in conflict or in competition with previously scheduled City Square programs; or

viii. The City does not have adequate time to plan for the security services required to adequately address the proposed activity.

(5) The City shall have five (5) business days after receiving a permit application to review the application. However, the City reserves the right to take additional time to review any application. If the City determines that it will require additional time for review, it shall notify the applicant within two business days after the receipt of the application. The review period is subject to the schedule identified on the City of Joliet's Special Event Application Process webpage.

(6) If the application is approved, the City will issue a written permit to the applicant. If the application is denied, the City shall issue a written explanation for the denial to the applicant.

(7) If an application is denied on the basis of a scheduling conflict or inappropriateness of the location, duration, or time of the activity, the City will make reasonable efforts to arrange an acceptable alternative. If an application is denied, or the applicant is dissatisfied with such Permit as issued, the applicant may appeal the decision to the City Manager within ten (10) days after the decision is rendered. If the City Manager rejects the appeal after full review, or if time for full review is not available, the applicant may appeal the decision to the appropriate court.

(8) Permit applications may contain lawful prerequisites to the issuing of the permit and restrictions on the conduct of the permitted activity including without limitation: general liability insurance coverage; an agreement to fully indemnify and hold the City harmless from any liability or costs resulting from the activity; a requirement that the persons involved in the activity obey or comply with all Local Ordinance, and State and Federal Statutes; time, duration, and location restrictions; security deposit; a written agreement by the applicant to fully restore any portion of City Square soiled or damaged by the activity; and, any reasonable restriction necessary for the efficient and orderly contemporaneous administration of the activity, other activities with a permit, and regular City Square uses, functions, programs, and activities.

(9) Any person or entity holding a valid permit issued by the City for use of City Square shall take precedence for use of City Square over any person or entity not holding a valid permit for the same.

(10) The City may make necessary and reasonable changes or place necessary and reasonable additional restrictions on any permit after it has been issued.

(11) Violation of the terms and conditions associated with the Permit may result in the suspension or revocation of the permit or the inability to obtain a future permit.

(12) No permit shall be issued for a period in excess of seven (7) consecutive days. A permit may be extended for like periods of time upon a new application, unless another person or entity has requested use of the same location and multiple use of that location is not reasonably possible.

Sec. 21-161 INSURANCE AND HOLD HARMLESS

(a) Except as provided in Section, applicants for a permit shall acquire general liability insurance to protect themselves and the City from liability resulting from their use of City Square and provide proof of such insurance to the City before the City will issue a permit to an otherwise valid applicant. The City must be named on such policy as additional insured.

(1) For activities involving the exercise of First Amendment rights, including without limitation parades, public gatherings, speeches and rallies, this requirement may be waived by the City if the applicant can demonstrate that their organization cannot procure general liability insurance or that the cost of procuring such insurance or acquiring a rider to the City insurance policy is prohibitive.

(b) Every applicant must execute and deliver to the City an agreement to indemnify and hold the City and its designees harmless from legal liability, property damage or injury to persons caused by the negligent or unlawful acts of the applicant or any member, volunteer, employee, agent, participant, or other person associated with the applicant or their organization. Such agreement shall be a standard form provided by the City of Joliet Department of Cultural Affairs and Special Events.

Sec. 21-162 SECURITY OR DAMAGE DEPOSIT

A security or damage deposit may be required for any permit to be issued. The City shall refund the deposit if the individual or organization responsible for the activity restores City Square to the condition it was in prior to the activity. If the City is required to clean up or restore any part of City Square after the permitted activity, the cost of such clean up and restoration shall be deducted from the security or damage deposit. If there are funds remaining after all necessary deductions, those funds shall be returned to the permit-holder. If the costs exceed the amount of the security or damage deposit, the City reserves the right to pursue any and all legal options.

Sec. 21-163 - ENFORCEMENTAND PENALTIES

(a) ADMINISTRATIVE ADJUDICATION

Scope. All sections throughout this Code are subject to *Chapter 3 of Joliet Municipal Code "Administrative Adjudication."*

(b) RESTITUTION

In addition to, or instead of, the fines and penalties provided for in *Chapter 1 of the Joliet Municipal Code,* any person violating or disobeying any section or part of this Ordinance, or any other federal, state, local, or City Square law, rule, or regulation, shall be required to make restitution to the City for damage resulting from such violation(s).

(c) NON-EXCLUSIVITY OF PENALTIES

The penalties provided for in this Chapter VII are in addition to and not exclusive of any other remedies available to the City Square as provided by applicable law. The penalties provided for under *Chapter 1 of the Joliet Municipal Code* may be imposed or assessed in addition to the penalties provided for in Section 21-163, and vice versa.

SECTION 3: All City Square ordinances, resolutions, policies, rules and regulations or parts thereof in conflict or inconsistent with any of the provisions of this Ordinance, are hereby repealed.

SECTION 4: Provisions of this Ordinance shall be deemed to be severable. Should any section or part of this Ordinance be declared invalid or unenforceable by a court of competent jurisdiction, the remaining part or parts of such section and/or the other sections, as the case may be, of this Ordinance shall nevertheless be valid, binding and subsisting.

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: 250-26

File ID: 250-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/24/2026

Department: City Clerk/Business Services **Final Action:**

Title: Ordinance Adding Chapter 21, Article XI Governing the General Use and Accessibility of City Square Property

Agenda Date: 05/05/2026

Attachments: Joliet City Square Ordinance.docx

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/1/2026	Ann Sylvester	Approve	5/4/2026
1	2	5/1/2026	William Evans	Approve	5/5/2026
1	3	5/1/2026	Todd Lenzie	Approve	5/5/2026
1	4	5/1/2026	Beth Beatty	Approve	5/5/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 251-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Todd Lenzie, Interim Corporation Counsel

SUBJECT:
Ordinance Adding Chapter 21, Article XI, Offenses on Public Property

BACKGROUND:
The City is continuing its efforts to standardize regulations governing City-owned property to support public safety, maintain orderly use of municipal spaces, and assist the Joliet Police Department in managing conduct issues as they arise across various City facilities.

The proposed ordinance establishes a uniform process for issuing property-specific bans in response to certain unlawful or disruptive conduct. This structure provides clarity to both the public and the Police Department, ensures consistent enforcement across all City-owned locations, and helps maintain safe and accessible environments for residents, businesses, and visitors.

This ordinance authorizes the Joliet Police Department to issue bans from specified City-owned property when an individual's conduct warrants removal for the protection of public safety or to prevent continued disruption.

Under the ordinance, a first ban results in a six-month prohibition from the specified property, a second ban results in a twelve-month prohibition, and a third ban results in a lifetime prohibition from that particular property. Each ban applies only to the property tied to the location where the underlying conduct occurred.

To protect access to essential governmental services, the ordinance includes an explicit provision allowing a banned individual to enter the affected property for legitimate government purposes during the period of the ban. This includes activities such as attending administrative proceedings, accessing City services, complying with legal obligations, or participating in other required governmental interactions. This exception maintains the enforceability of the ban while ensuring that residents retain access to critical municipal functions.

CONCLUSION:
By clearly defining the Police Department's authority and establishing a predictable framework, the ordinance enhances the City's ability to manage high-use public spaces and respond appropriately to conduct that threatens public safety or interferes with the intended use of City-owned property.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Ordinance Adding Chapter 21, Article XI, Offense on Public Property.

ORDINANCE NO. _____

ORDINANCE ADDING CHAPTER 21, ARTICLE XI,OFFENSES ON PUBLIC PROPERTY

WHEREAS, the City of Joliet is a home rule unit under the Illinois Constitution of 1970; and

WHEREAS, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare, and

WHEREAS, the Mayor and City Council of the City of Joliet, Illinois (City) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Mayor and City Council have seen fit to regulate offenses that occur on or are directly related to public property; and

WHEREAS, the Mayor and City Council recognize that, from time to time, the administrative adjudication code and corresponding penalties must be updated to align with current societal events; and

WHEREAS, the Mayor and City Council recognize that offenses that occur within public property should be regulated in order to promote health, safety, and welfare.

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: That Chapter 21, Article XI, Offenses On Public Property shall be added to read as follows:

CHAPTER 21, ARTICLE XI

Any person committing certain offenses on or directly related to public property may be ordered to leave said property and/or not permitted to return for a certain period of time, subject to the guidelines set forth below.

(a) Definitions.

Public Property for purposes of this section shall include the following:

(1) Bicentennial Park; 201 W. Jefferson Street, Joliet, Illinois 60432

(2) City Square

(3) Joliet City Hall; 150 W. Jefferson Street, Joliet, Illinois 60432

(4) Ottawa Street Parking Deck, 110 N. Ottawa Street, Joliet, Illinois 60432

(5) Any and all properties otherwise owned by the City of Joliet not listed above.

Ban for purposes of this Section shall mean ordering a person to leave certain public property and/or ordering a person not to return to, or enter upon, certain public property for a specific period of time unless the banned individual is returning to or entering upon certain public property for a specific government purpose.

Applicable violations include the following:

(1) Disorderly Conduct in violation of Section 21-5;

(2) Nudity in violation of Section 4-46;

(3) Vandalism in violation of Section 21-122;

(4) Gambling in violation of Section 21-20;

(5) Theft in violation of Section 21-3;

(6) Criminal Trespass to Property in violation of Sections 21-106, 21-107 or 21-108;

(7) Assault in violation of Section 21-1;

(8) Battery in violation of Section 21-2;

(9) Fighting in violation of Section 21-2.1;

(10) Possession of Burglary Tools in violation of Section 21-4;

(11) Possession of Drug Paraphernalia in violation of Section 21-14;

(12) Discharging Firearms in violation of Section 21-6;

(13) Possession of Fireworks and Firework Novelties in violation of Section 21-15;

(14) Public Gatherings in violation of Section 25 ½ -1.

(15) Any City of Joliet Municipal Ordinance Violation or State Statute.

(b) The Joliet Police Chief and his designees are authorized to determine whether a person should be banned for certain conduct pursuant to the ban guidelines described herein.

(c) Ban guidelines: In addition to any penalties otherwise required by this Code for committing a violation, a person may be ordered to leave the public property upon which said violation occurred or was directed in the case of an imminent threat of violence, and/or ordered not to return to, or reenter thereon, as follows:

a. A first violation of City of Joliet Ordinance or State Statute shall consist of a ban of six (6) months from the specified property, unless the banned individual must enter that property for legitimate government purposes;

b. A second violation of City of Joliet Ordinance or State Statute shall consist of a ban of twelve (12) months from the specified property, unless the banned individual must enter that property for legitimate government purposes;

c. A third or subsequent violation of City of Joliet Ordinance or State Statute shall consist of a lifetime ban from that property, unless the banned individual must enter that property for legitimate government purposes.

d. There will be an immediate lifetime ban of any individual found on City of Joliet property during a time where the individual is presently banned from that same City of Joliet property.

(d) A ban shall be restricted to the public property upon which the violation occurred.

(e) Written notice shall be hand delivered or sent to the person's last known address via certified mail, receipt requested, and shall contain the following:

a. An order not to return or enter upon the public property;

b. A description of the location of the public property subject to the ban;

c. Notice that the person shall be subject to arrest for criminal trespass, pursuant to Illinois Criminal Code 720 ILCS 5/21-3 or 720 ILCS 5/21-5 if they violate the order;

d. Notice that the person may appeal the written ban decision within ten (10) days of receipt by filing a written request to the City's law department. Said appeal hearing shall be subject to the provisions set out more fully in City of Joliet Municipal Code Chapter 3, Section 14.

(f) Upon hearing an appeal of a ban decision, the hearing officer shall consider the following:

a. The likelihood that the violation occurred, the issuance of a citation for such violation being prima facie evidence of such occurrence;

b. The reasonableness of the ban term, based upon the violation; and

c. Whether or not reasonable limitations should be placed upon the ban, so as to permit the person's access to public services for the person's health, safety, or welfare.

(g) A criminal trespass, in violation of Illinois Criminal Code 720 ILCS 5/21-3 or 720 ILCS 5/21-5 shall be committed if any person violates a ban order, and such violation shall be subject to the penalties prescribed by the Illinois Criminal Code for that offense.

(h) City sponsored or produced events.

a. The Joliet Police Chief and his designees are authorized to ban an individual from a city-sponsored or produced event for any violation of state law, the City's ordinances, or the event's posted rules and regulations. For purposes of this subsection (h) only, including the subparts, the ban shall be verbally provided to the person.

b. A criminal trespass shall be committed when: any person refuses to leave the event after being given verbal notice of the ban; or, if any person returns to the event after being given verbal notice of the ban. Such violation shall be subject to the penalties prescribed by the Illinois Criminal Code for that offense.

c. After verbal notice is given, the person shall be banned only from the clearly delineated area of the event.

d. The ban shall last for a single day of that individual event only.

SECTION 3: In the event that any provision(s) or portion(s) of this Ordinance shall be declared invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provision(s) or portion(s) of this ordinance that may be given effect without such invalid or unenforceable provision(s) or portion(s).

SECTION 4: All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 5: This Ordinance shall be deemed severable, and the invalidity of any portion hereof shall not invalidate the remainder.

***SECTION 6*:** This ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

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: 251-26

File ID: 251-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/24/2026

Department: City Clerk/Business Services **Final Action:**

Title: Ordinance Adding Chapter 21, Article XI, Offenses on Public Property

Agenda Date: 05/05/2026

Attachments: Offenses on Public Property Ordinance.docx

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/1/2026	Ann Sylvester	Approve	5/1/2026
1	2	5/1/2026	William Evans	Approve	5/5/2026
1	3	5/1/2026	Todd Lenzie	Approve	5/5/2026
1	4	5/1/2026	Beth Beatty	Approve	5/5/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 252-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Ann Sylvester, Cultural Affairs and Special Events Director

SUBJECT:
Ordinance Amending the Joliet Liquor Code by Adding a Social District to Chapter 4, Article II, Section 16 - Liquor Permits

BACKGROUND:
The City of Joliet is pursuing new strategies to support downtown revitalization and increase foot traffic along Chicago Street and City Square.

To further these goals, the proposed ordinance establishes a pilot social district allowing qualifying businesses to sell one “to-go cup” alcoholic beverage for consumption within a designated area. Social districts have shown success in other communities by encouraging pedestrian activity and supporting local businesses.

A limited, carefully regulated pilot will allow the City to evaluate economic impact, operational needs, and community response while maintaining strong public-safety controls.

This ordinance creates a social district encompassing Chicago Street from Jefferson Street to Cass Street and City Square, with the restriction that alcoholic beverages may not be carried across state routes. Participating businesses must operate a full kitchen and derive 40% or less of total sales from alcohol, ensuring the program complements the City’s goals for family-friendly downtown activity.

The ordinance also authorizes eligible businesses to sell one to-go alcoholic beverage during defined hours: 4:00 p.m. to 10:00 p.m. daily from May 1 through September 30, and 4:00 p.m. to 9:00 p.m. daily from October 1 through April 30. These hours balance evening activation with public-safety and operational considerations.

CONCLUSION:
As a pilot, the program will automatically expire in six months unless reauthorized by the City Council. This sunset provision allows for review of economic benefits, enforcement needs, and overall effectiveness.

The ordinance also grants the Liquor Commissioner authority to end the program early if conditions warrant, providing flexibility and accountability.

Combined with existing City Square and downtown regulations, this pilot program will help activate the area while ensuring appropriate oversight.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Ordinance Adding Chapter 21, Article XIII Governing the General Use and Accessibility of City Square Property.

ORDINANCE NO. _____

ORDINANCE AMENDING THE JOLIET LIQUOR CODE BY ADDING A SOCIAL DISTRICT TO CHAPTER 4 OF THE JOLIET CODE OF ORDINANCES

***WHEREAS*,** the City of Joliet is a home rule unit of local government; and

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

WHEREAS, the City of Joliet is revitalizing the downtown area for the benefit and enjoyment of all; and

WHEREAS, the Mayor and City Council recognize their role in facilitating the successful revitalization of the downtown area;

WHEREAS, the Mayor and City Council have seen fit to continue working with local business owners to revitalize the downtown area;

WHEREAS, the Mayor and City Council have seen fit to regulate the possession and consumption of alcoholic beverages in order to promote the health, safety, and welfare of the citizens of the City of Joliet; and

WHEREAS, the Mayor and City Council recognize that the Code of Ordinances must be kept current and consistent with commercial activities in the City of Joliet; and

WHEREAS, the Mayor and City Council have determined that it is necessary to create a pilot program for a social district for the downtown area; and

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: That this amendment to the City of Joliet Liquor Code shall be considered a Pilot Program in that the amendment will remain in effect for six (6) months from the date of June 1, 2026 through December 31, 2026. The amendment will only be in effect within the Chicago Street Corridor. The amendment is required to be renewed by the Council for the City of Joliet upon the termination of the Pilot Program. Should the amendment not be renewed by the Council for the City of Joliet, the amendment will be considered stricken from the Code; the Code will revert back to the Ordinance as written on the day prior to the passing of this amendment. The City reserves the right to end the pilot program at any point prior to its six-month termination should the Liquor Commissioner

determine early termination is necessary for the health, safety, and welfare of the community.

Pilot Program is defined as a small-scale, preliminary trial used to evaluate the feasibility, effectiveness, and potential outcomes of a proposed project prior to a full-scale implementation.

SECTION 3: That Chapter 4, Article I, In General, Section 4-1 *Definitions* shall be amended to add the following:

City Square means a certain parcel of real property located in the City of Joliet, Illinois, Will County, Illinois, being described as follows:

> Commencing at the westernmost sidewalk edge line along Chicago Street; thence west along the plaza to the eastern most face of the Ottawa Street Parking Deck; thence north to the southernmost sidewalk line along Clinton Street (or northern boundary of said property; thence south to the northernmost sidewalk edge line (or southern edge line of planter areas). Together with all improvements thereon, including but not limited to public square spaces, sidewalks, paving, landscaping, seating, lighting fixtures, public art, and other permanent or temporary easements, and including any permanent or rights-of-way necessary for public access, utilities, staging, events, maintenance or service.

Chicago Street Corridor means the sidewalk area on the east and west sides of Chicago Street from Jefferson Street to Cass Street. This corridor is limited to include only those businesses that are sidewalk-level facing Chicago Street and who possess a Chicago Street address.

Ticketed Event. At times, the City Square will hold ticketed events. These events require attendees to purchase a ticket for entry or participation and the purchase of a ticket grants the holder the right to attend the event.

SECTION 4: That Chapter 4, Article II, Licensing and Application, Section 4-15 *Classes of Licenses s*hall be amended to add the following:

(r) *Class DT Permit* shall authorize the sale on the specified premises of alcoholic liquor for consumption on the premises, within the City Square area of the City of Joliet, and within the Chicago Street Corridor of the City of Joliet. This does not allow a Class DT Permit holder to sell alcoholic liquor within the City Square area.

The Class DT Permit shall permit the authorized holder to sell alcoholic liquor for consumption outside of the permanent structure containing the licensed premises in a location designated by the Liquor Commissioner beginning at 4:00 p.m. on all weekday and weekend days until 10:00 p.m. from May 1 through September 30 and 9:00 p.m. from October 1 through April 30.

Food Services. The licensed premises shall include a full kitchen and such facility shall be properly licensed as a food service establishment. The permitee must staff and

maintain a full operational kitchen that prepares food for immediate consumption. No more than forty-percent (40%) of total sales for the licensed business shall be from the sale of alcoholic beverages.

Removal of Open Containers from Licensed Premises. Alcoholic beverages sold by the licensed establishment may be removed from the premises so long as the beverages remain within the Chicago Street Corridor, including the City Square. Any alcoholic beverage removed from the licensed premises shall be in a designated cup provided by the City of Joliet. The cup shall have the City of Joliet seal, name of the licensed establishment from which the beverage was removed, date of purchase written upon it, and time of purchase written upon it.

Any person(s) possessing liquor on a public way or in any parking lot, parking garage, business property, or vacant lot in a manner contrary to this ordinance shall be considered in violation of City of Joliet Ordinance 4-40 or 4-40.1.

Within the Chicago Street Corridor, including City Square as defined in Chapter 4, Article I, Section 4-1, the following regulations apply:

(1) Any Class DT license may sell one alcoholic beverage in a clear plastic cup for removal from the premises; provided, however, that the alcoholic beverage is not placed in a can, bottle or other glass container and, further provided, that the licensee may dispense no more than one alcoholic beverage per person, and no person shall remove more than one alcoholic beverage from the premises; and
(2) Any alcoholic beverage dispensed pursuant to this section shall not exceed sixteen (16) fluid ounces in size and no person shall possess an open container containing an alcoholic beverage in excess of sixteen (16) fluid ounces on the streets, sidewalks, parks, or other public places within the area defined as downtown.
(3) Unless specifically provided otherwise by ordinance, the regulations provided by this section shall be in full force and effect during all festivals within the City of Joliet.

Except for the area and circumstances specified in Section 4-15, *Removal of Open Containers,* it shall be unlawful for any person to possess an alcoholic beverage in an open container, either on their person, in a motor vehicle or otherwise on the streets, sidewalks, parks, squares or other public places within the City of Joliet.

Limitations. In addition to any other requirement, a Class DT Permit or endorsement may be denied or revoked if the applicant or holder fails to clearly establish to the satisfaction of the Liquor Commissioner:

(1) That the extended hours of operation and outdoor operations will not disturb the lawful use and quiet enjoyment of nearby properties;

(2) That adequate safeguards are in place for security, crowd control, lighting control, and the protection of minors;
(3) That the premises will be operated in strict accordance with applicable health, building, fire and life safety codes;
(4) That the licensee has previously maintained adequate control and supervision of the licensed premises and has consistently operated the licensed premises in substantial compliance with the city liquor code.

In addition to any other requirement, the Social District Pilot Program may be terminated at any time prior to the six-month pilot program termination should the Liquor Commissioner determine the Social District Pilot Program is detrimental to the health, safety, or welfare of the community or for any other reason.

SECTION 5: That Chapter 4, Article II, Licensing and Application, Section 4-23 *License Fees* shall be amended to add the following:

Class DT Permit with included endorsements $500.00.

SECTION 6: In the event that any provision(s) of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provision(s) of this Ordinance that may be given effect without such invalid or unenforceable provision(s).

SECTION 7: All Ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8: This Ordinance shall be deemed severable, and the invalidity of any portion hereof shall not invalidate the remainder.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

_____ this ____ day of May, 2026.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 252-26

File ID: 252-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/24/2026

Department: City Clerk/Business Services **Final Action:**

Title: Ordinance Amending the Joliet Liquor Code by Adding a Social District to Chapter 4, Article II, Section 16 - Liquor Permits

Agenda Date: 05/05/2026

Attachments: Downtown Liquor Ordinance.docx

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/1/2026	Ann Sylvester	Approve	5/1/2026
1	2	5/1/2026	William Evans	Approve	5/5/2026
1	3	5/1/2026	Todd Lenzie	Approve	5/5/2026
1	4	5/1/2026	Beth Beatty	Approve	5/5/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 253-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with the Approval of the Rock Run Crossings Lifestyle Center Subdivision

Ordinance Approving a Preliminary Plat for the Rock Run Crossings Lifestyle Center (P-4-26)

Ordinance Approving a Recording Plat for the Rock Run Crossings Lifestyle Center (RP-5-26)

BACKGROUND:
The subject property is a 17-acre assemblage of Lot 3 from the Rock Run Crossings Drive Subdivision. The applicant, Cullinan Joliet, LLC, wishes to subdivide Lot 3 into two new lots for the planned “Lifestyle Center” component of the Rock Run Collection Planned Unit Development (PUD). The preliminary plat shows space allocated for future restaurant uses within Lot 2. Lot 1 would likely feature smaller-scale commercial retail fronting a central pedestrian corridor, with parking accessible off Rock Run Crossings Drive and Gateway Boulevard.

Both lots would have frontage along Rock Run Crossings Drive and Gateway Boulevard. Access to the site’s interior would be provided at several points on Lot 1, with an additional point of access proposed off Olympic Boulevard. Cross access between Lots 1 and 2 is required. A 10-foot-wide landscaping buffer will be installed on all sides of the subdivision, in addition to required parkway landscaping along Rock Run Crossings Drive, Gateway Boulevard, and Olympic Boulevard. All three frontage roads contain applicable utilities to service the proposed development.

The PUD allows for multiple buildings to be located on one lot, as shown in the preliminary plat. The proposed mixture of uses is generally consistent with the approved PUD Site Plan, apart from a larger block entertainment center use, which is not shown on the preliminary plat. Larger entertainment uses are permitted by right in several other functional use zones throughout the PUD area.

Approval of the Rock Run Crossings Lifestyle Center Subdivision will allow for future development of a two-lot mixed-use subdivision. The proposed uses and building layout as depicted conceptually on the preliminary plat, generally aligns with the mixture and placement of uses that are depicted in the PUD Site Plan. The preliminary plat shows sufficient means of access to the Lifestyle center site. All three predominant frontages contain water and sewer infrastructure.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on the Preliminary Plat at its April 16, 2026, meeting. Jim Testin from Cullinan Joliet, LLC., spoke on behalf of the petition. One area resident asked for

information about how the proposed development would affect taxes for area residents. Minutes of the meeting are attached hereto.

RECOMMENDATION OF THE PLAN COMMISSION:
Jeff Crompton moved that the Plan Commission recommend approval of the Preliminary Plat of the Rock Run Crossings Lifestyle Center Subdivision. Debbie Radakovich seconded the motion, which passed with seven (7) aye votes and zero (0) nay votes. Voting aye were: Cox, Crompton, Kella, Martin, Radakovich, Turn, and Hammac. Voting nay were: none. Commissioner Eulitz was absent.

RECOMMENDATION OF THE ADMINISTRATION:
Staff concur with the recommendation of the Plan Commission and recommend that the Mayor and City Council approve the following:

1. Ordinance Approving a Preliminary Plat for the Rock Run Crossings Lifestyle Center

2. Ordinance Approving a Recording Plat for the Rock Run Crossings Lifestyle Center

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLAT
(Rock Run Crossings Lifestyle Center Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached preliminary plat is hereby approved, subject to the conditions set forth on the plat or in Exhibit "A" if any.

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: _____

SUBDIVISION: Lifestyle Center Subdivision
PIN: Part of 05-06-22-302-002-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: P-4-26

SHEET INDEX:

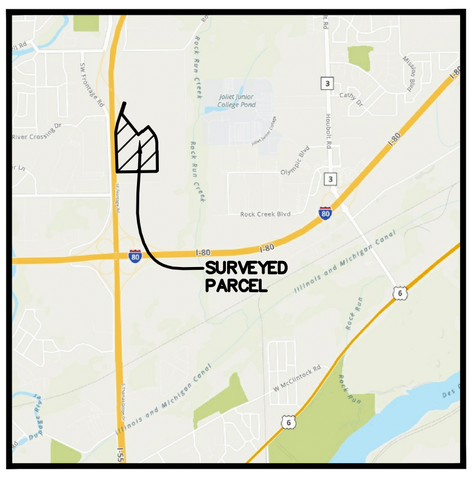
SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT FOR ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION

LOT 3 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOCUMENT R2025060345 IN THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

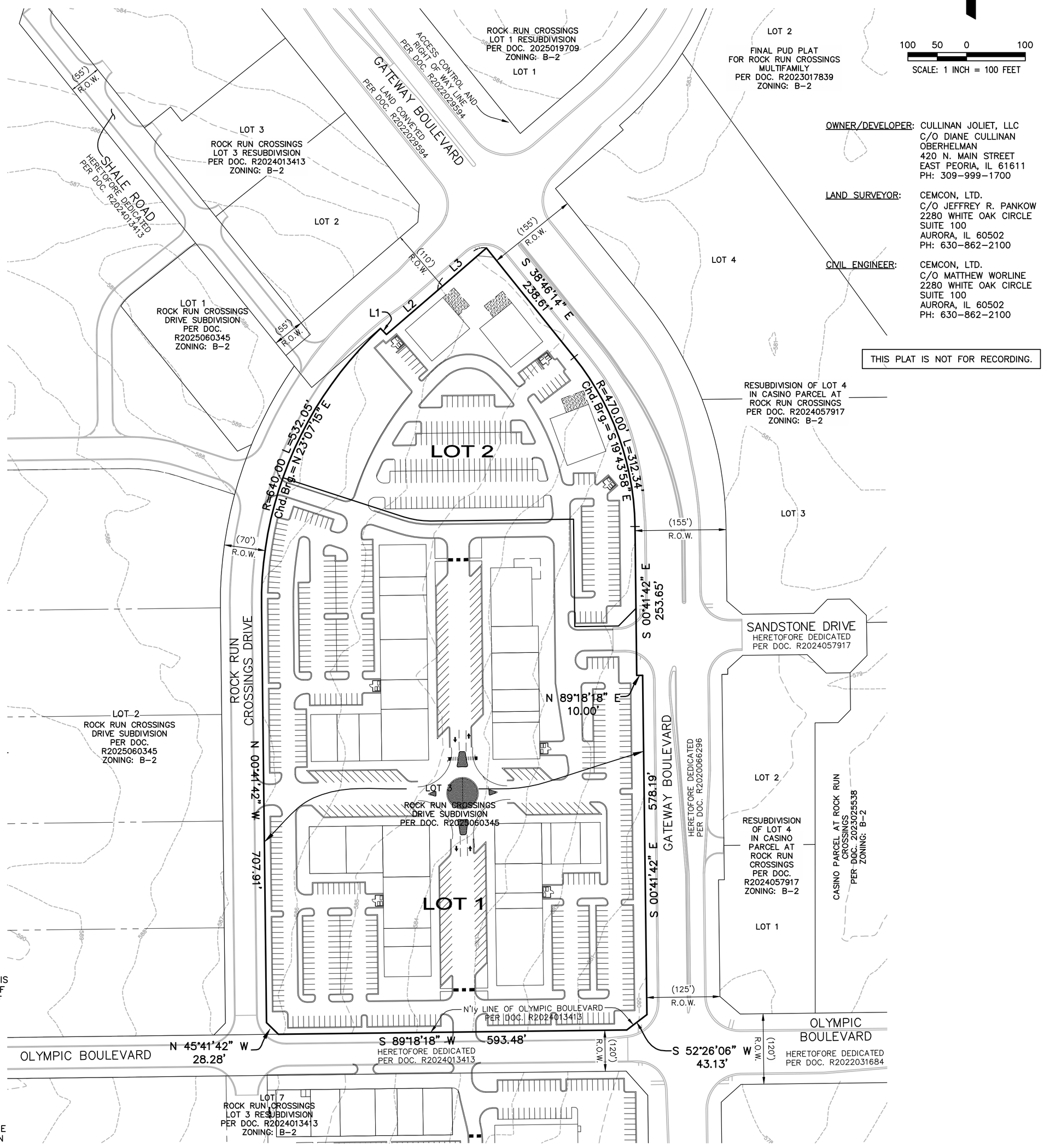
PERMANENT INDEX NUMBER:
05-06-22-302-002-0000

ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION (±17.061 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	4.397 ACRES
LOT 2	12.664 ACRES
AVERAGE	8.5305 ACRES



VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 43°03'49" E	14.43'
L2	N 49°10'29" E	115.65'
L3	N 49°10'44" E	109.81'



100 50 0 100
SCALE: 1 INCH = 100 FEET

OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DIANE CULLINAN OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

SURROUNDING OWNERSHIP

CULLINAN JOLIET, LLC EXCEPT:

- LOT 2 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION
  OWNER: CHIC-FIL-A
- LOT 1 IN ROCK RUN CROSSINGS LOT 1 RESUBDIVISION
  OWNER: RR JOLIET, LLC

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478): THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK.
NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101: SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1 AND 2 IS B-2 (CENTRAL BUSINESS).

13. STORMWATER DETENTION FOR PROPOSED LOTS 1 AND 2 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1 AND 2 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, GATEWAY BOULEVARD, AND OLYMPIC BOULEVARD.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ CHAIRPERSON

_____ SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ MAYOR

_____ CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

SITE DATA TABLE		
LOT #	1	2
ZONING	B-2	B-2
PUD	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%
PROPOSED RCN	94	94
EXISTNG TREE COVERAGE	0%	0%
BUILDING SQ. FT.	TBD	TBD

* SUBJECT TO CHANGE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 02-20-26 JOB NO.: 849.016
REV.: 03-25-26/KMS

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/25/2026 BY: KRISTIN STAERKEL DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\PRELIM PLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT FOR ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

LOT 2
ROCK RUN CROSSINGS LOT 3 RESUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 4

LOT 1
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

LOT 2

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345

LOT 1

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345

LOT 2
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

LOT 3

LOT 2

LOT 1

LOT 3

LOT 7
ROCK RUN CROSSINGS LOT 3 RESUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 4

LOT 3

LOT 2

LOT 1

SHALE ROAD

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED PER DOC. R2024013413

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED PER DOC. R2025060345

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED PER DOC. R2025060345

SANDSTONE DRIVE
HERETOFORE DEDICATED PER DOC. R2024057917

GATEWAY BOULEVARD
HERETOFORE DEDICATED PER DOC. R2022006296

OLYMPIC BOULEVARD
HERETOFORE DEDICATED PER DOC. R2024013413

OLYMPIC BOULEVARD
HERETOFORE DEDICATED PER DOC. R2022031684

10' LANDSCAPE EASEMENT PER DOC. 2024013413

HERETOFORE DEDICATED PER DOC R2024013413

STORMWATER MANAGEMENT EASEMENT PER DOC. R2025060345

10' LANDSCAPE EASEMENT PER DOC. R2025060345

ROADWAY, INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT PER DOC. R2025060345

RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS PER DOC. R2024057917 ZONING: B-2

20' LANDSCAPE EASEMENT PER DOC. R2023017839

25' PUE

20' LANDSCAPE EASEMENT PER DOC. R2023017839

10' NICOR GAS EASEMENT PER DOC. R2023024866

20' LANDSCAPE EASEMENT PER DOC. R2023017839

RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS PER DOC. R2024057917 ZONING: B-2

EXISTING ASPHALT PAVEMENT WITH B6-12 CURB & GUTTER WIDTH VARIES

EXISITNG ASPHALT PAVEMENT WITH B6-24 CURB & GUTTER WIDTH VARIES

EXISTING ASPHALT PAVEMENT WITH B6-12 CURB & GUTTER

(110') R.O.W.
(155') R.O.W.
(55') R.O.W.
(70') R.O.W.
(135') R.O.W.
(125') R.O.W.
(120') R.O.W.

109.81'
N 49°10'44" E
115.65'
N 49°10'29" E
S 43°03'49" E 74.43'
S 38°46'14" E 238.61'
R=640.00 L=307.20'
216.06'
N 72°03'21" W
R=144.50 L=47.01'
243.48'
S 89°18'18" W
R=640.00 L=224.85'
707.91'
N 00°41'42" W
183.00'
S 00°41'42" E 139.19'
42.43'
S 44°18'18" E
74.50'
S 89°18'18" W
S 00°41'42" E 114.46'
S 89°18'18" W 10.00'
R=470.00 L=512.34'
578.19'
S 00°41'42" E
N 45°41'42" W 28.28'
593.48'
S 89°18'18" W
S 52°26'06" W 43.13'

12" WM
8" WM
8" PVC
10" PVC
12" DIWM
8" SAN
8" SAN
24.00 SF

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 02-20-26 JOB NO.: 849.016
REV.: 03-25-26/KMS

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/25/2026 BY: KRISTIN STAERKEL DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\PRELIM PLAT.DWG

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORDING PLAT
(Rock Run Crossings Lifestyle Center Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached recording plat of subdivision for Rock Run Crossings Lifestyle Center Subdivision is hereby approved, subject to conditions set forth on the plat or in Exhibit "A" if any and the receipt of the following fees and documentation within 60 days of the passage of this ordinance:

1. A performance bond or letter of credit for public improvements;

2. A one and one quarter percent (1¼%) inspection fee for public improvements;

3. An irrevocable offer of dedication for public improvements;

4. An engineering review fee as determined by City staff.

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: _____

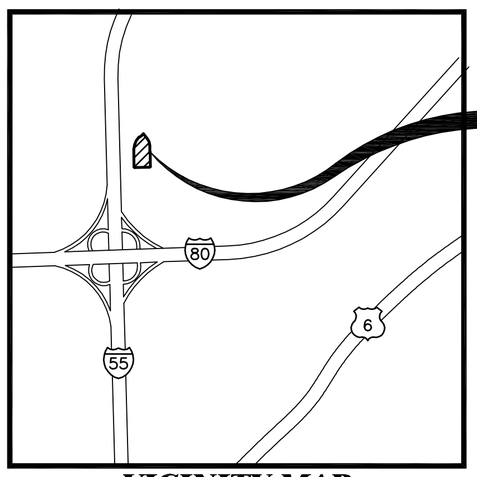
NOT VOTING: _____

SUBDIVISION: Rock Run Crossings Lifestyle Center Subdivision
PLAN COMMISSION APPROVED: N/A
PIN: Part of PIN # 05-06-22-302-002-0000
CED DOC. NO.: RP-5-26

RECORDING PLAT FOR
ROCK RUN CROSSINGS
LIFESTYLE CENTER

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

NOTE:
KEYMAP FOR BOUNDARY ONLY. SEE FOLLOWING SHEET FOR PARTICULARS.



VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°18'18" E	10.00'
L2	S 52°26'06" W	43.13'
L3	N 45°41'42" W	28.28'
L4	S 43°03'49" E	14.43'
L5	N 49°10'29" E	115.65'
L6	N 49°10'44" E	109.81'

TOTAL AREA OF SUBDIVISION

17.061 ACRES

(MORE OR LESS)

N

100 50 0 100

SCALE: 1 INCH = 100 FEET

LOT AREA SUMMARY TABLE		
LOT NUMBER	SQUARE FEET	ACRES
LOT 1	551,647	12.664 ACRES
LOT 2	191,523	4.397 ACRES

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

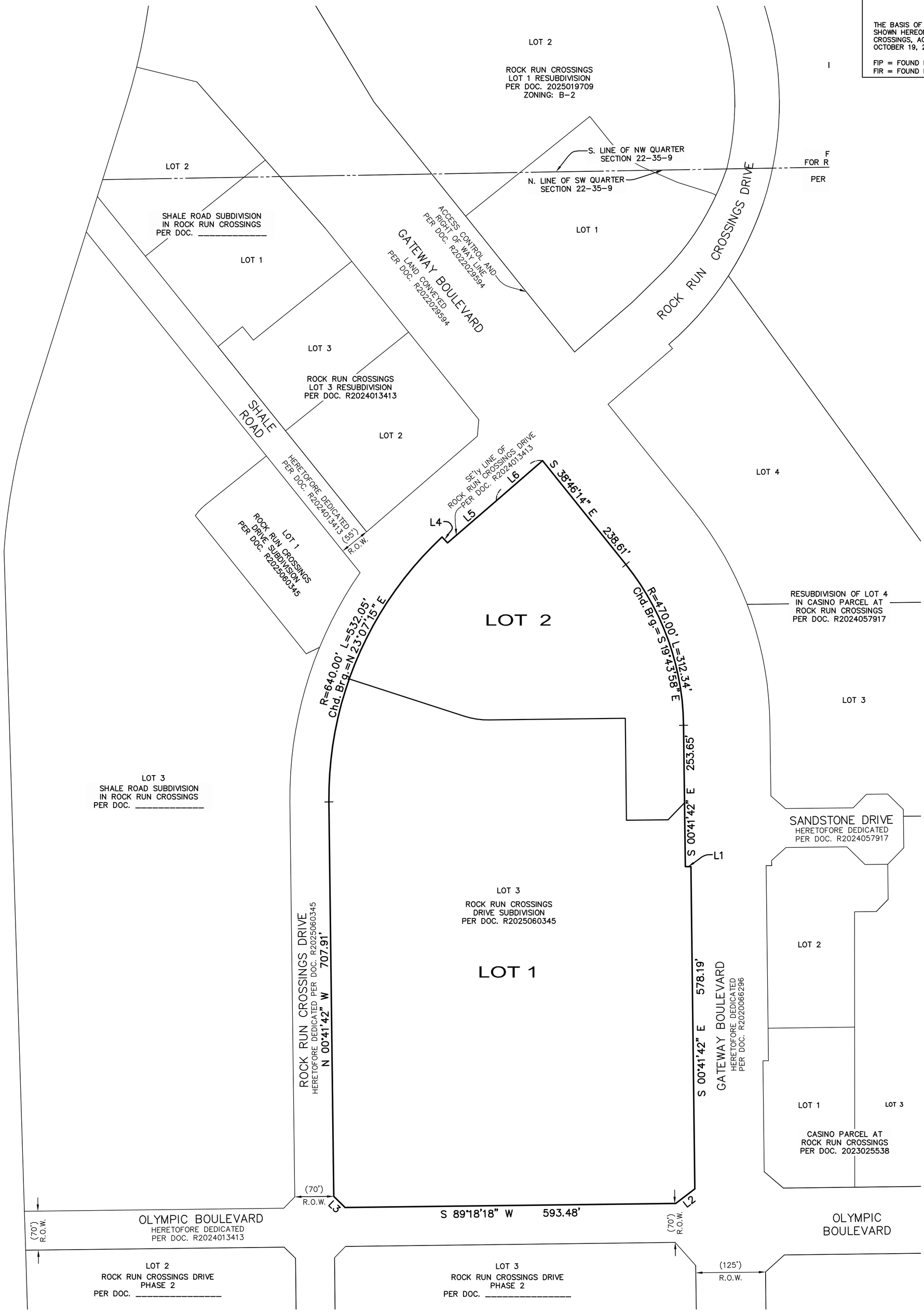
DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

P.U. & D.E. – INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS CONTAINED HEREIN.

THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, IS THE RECORD BEARINGS OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 2018, AS DOCUMENT NUMBER R2018073972.

FIP = FOUND IRON PIPE (ø AS SHOWN)
FIR = FOUND IRON ROD (ø AS SHOWN)



OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O MICHAEL GOLD
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

PREPARED BY:

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 03-27-25 JOB NO.: 849.016
PROJECT REFERENCE 849.001, 849.004, 849.013, 849.014
CHECKED BY:

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/31/2026 BY: TONY BLUS DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

RECORDING PLAT FOR
ROCK RUN CROSSINGS LIFESTYLE CENTER

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

N

50 25 0 50

SCALE: 1 INCH = 50 FEET

LOT 3

ROCK RUN CROSSINGS
LOT 3 RESUBDIVISION
PER DOC. R2024013413

LOT 2

SHALE ROAD
HERETOFORE DEDICATED
PER DOC. R2024013413

(55')
R.O.W.

LOT 1

ROCK RUN CROSSINGS
DRIVE SUBDIVISION
PER DOC. R2025060345

S 43°03'49" E
14.43'

N 49°10'29" E
115.65'

N 49°10'44" E
109.81'

(155')
R.O.W.

GATEWAY BOULEVARD
HERETOFORE DEDICATED
PER DOC. R2020066296

S 38°46'14" E
238.61'

LOT 4

RESUBDIVISION OF LOT 4
IN CASINO PARCEL AT
ROCK RUN CROSSINGS
PER DOC. R2024057917

L=307.20'

R=640.00'

S 72°03'21" E
216.06'

R=144.50'
L=47.01'

N 89°18'18" E
243.48'

R=470.00'
L=312.34'

LOT 3

L=224.85'

183.00'
S 00°41'42" E

139.19'
S 00°41'42" E

N 44°18'18" E
42.43'

N 89°18'18" E
74.50'

114.46'

(155')
R.O.W.

(135')
R.O.W.

N 89°18'18" E
10.00'

GATEWAY BOULEVARD
HERETOFORE DEDICATED
PER DOC. R2020066296

578.19'
S 00°41'42" E

(135')
R.O.W.

(125')
R.O.W.

(125')
R.O.W.

43.13'
S 52°26'06" W

593.48'
S 89°18'18" W

N 00°41'42" W
707.91'

ROCK RUN
CROSSINGS DRIVE
HERETOFORE DEDICATED
PER DOC. R2025060345

(70')
R.O.W.

N 45°41'42" W
28.28'

(70')
R.O.W.

(70')
R.O.W.

LOT 3
ROCK RUN CROSSINGS DRIVE
PHASE 2
PER DOC. _____

(125')
R.O.W.

PREPARED BY:

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 03-27-25 JOB NO.: 849.016
PROJECT REFERENCE 849.001, 849.004, 849.013, 849.014
CHECKED BY:

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/31/2026 BY: TONY BLUS DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

RECORDING PLAT FOR ROCK RUN CROSSINGS LIFESTYLE CENTER

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF TAZEWELL)

THIS IS TO CERTIFY THAT CULLINAN JOLIET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES INDICATED THEREIN.

THIS IS ALSO TO CERTIFY THAT THE UNDERSIGNED, AS OWNER OF THE PROPERTY HEREON DESCRIBED HAS DETERMINED TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICTS:

TROY SCHOOL DISTRICT 30-C
MINOOKA HIGH SCHOOL DISTRICT 111
JOLIET JUNIOR COLLEGE DISTRICT 525

DATED THIS _____ DAY OF _____, A.D., 20____.

BY: CULLINAN COMPANIES L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

ITS: PRESIDENT

BY: _____
DIANE CULLINAN OBERHELNAN

ITS: _____

ADDRESS: 420 N. MAIN STREET, EAST PEORIA, IL 61611

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

I, _____A NOTARY PUBLIC, IN AND FOR SAID CITY, OR COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THIS PLAT AT THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

GENERAL NOTES

1. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

2. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT REQUIREMENTS UNLESS MODIFIED BY P.U.D. REQUIREMENTS.

3. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

4. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

5. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

6. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 3 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOCUMENT R2025060345 IN THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

I DO FURTHER CERTIFY THAT:

1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION AS MADE BY ME.
2. THE PROPERTY OR PLAT IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JOLIET.
3. THAT ALL REGULATIONS ENACTED BY THE SUBDIVISION AND PLAT ORDINANCE OF THE CITY OF JOLIET HAVE BEEN COMPLIED
4. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
5. 3/4 INCH IRON PIPE SET AT ALL LOT CORNERS EXCEPT WHERE PERMANENT IDOT SURVEY MARKERS HAVE PREVIOUSLY BEEN SET.
6. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
7. FIELD WORK COMPLETED JULY 28, 2019.
8. BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANEL NO. 17197C0255G WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019, IT IS OUR OPINION THAT THE PROPERTY DESCRIBED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF _____, A.D., 20___.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2027

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, AS MORTGAGEE UNDER THE MORTGAGE RECORDED AS DOCUMENT NUMBER _____, DATED _____, HEREBY CONSENTS TO RECORDING OF THE PLAT AS HEREON SHOWN.

DATED AT _____, ILLINOIS, THIS ___ DAY OF _____, A.D., 20___.

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF)

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT (NAME) _____, (TITLE) _____ OF _____ AND (NAME) _____, (TITLE) _____ OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH (TITLE) _____ AND (TITLE) _____ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID _____, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20_____.

_____
NOTARY PUBLIC

CORPORATE AUTHORITY CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE JOLIET CITY PLAN COMMISSION ON

_____A.D.,20____

_____ _____
PLAN COMMISSION CHAIRMAN PLAN COMMISSION SECRETARY

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY ORDINANCE_____OF THE CITY COUNCIL OF THE CITY OF JOLIET ON

_____A.D.,20____

_____ _____
MAYOR CITY CLERK

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

I,_____, JOLIET CITY COLLECTOR, HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT TAXES, OR UNPAID SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED BY THIS PLAT.

DATED AT JOLIET, ILLINOIS, THIS _____ DAY OF_____ 20____

_____
CITY COLLECTOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, _____, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT JOLIET, WILL COUNTY ILLINOIS,

THIS _____ DAY OF _____, A.D., 20_____.

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

THIS PLAT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 2021 AT _____ O'CLOCK ___ M. AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

_____
WILL COUNTY RECORDER OF DEEDS

COUNTY TAX MAPPING DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION OF THE PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP _____ AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PN) _____.

DATED THIS _____ DAY OF _____, A.D., 20___.

_____
DIRECTOR

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 03-27-25 JOB NO.: 849.016
PROJECT REFERENCE 849.001, 849.004, 849.013, 849.014
CHECKED BY:

Copyright © 2025 Cemcon, Ltd. All rights reserved.

DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG
PLOT FILE CREATED: 3/31/2026 BY: TONY BLUS


Site Plan Data
Entertainment
Hotel
Retail
Multifamily
Food & Beverage
Healthcare / Office
THE VIEW
80
55
230,000 VPD
GATEWAY BLVD
INTERCHANGE
EXIT 251
ROCKRUN
COLLECTION

DATE: April 16, 2026

TO: Joliet Plan Commission

FROM: Ray Heitner - Planner

SUBJECT: P-4-26: Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision

GENERAL INFORMATION:

APPLICANT:	Cullinan Joliet, LLC
STATUS OF APPLICANT:	Developer
REQUESTED ACTION:	Approval of a preliminary plat
PURPOSE:	To create a two-lot mixed-use subdivision
EXISTING ZONING:	B-2 (Central Business District)
LOCATION:	East of Rock Run Crossings Drive, West of Gateway Boulevard, and North of Olympic Boulevard
SIZE:	Approximately 17 Acres
EXISTING LAND USE:	Undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Restaurants; B-2 (Central Business District)
SOUTH: Future Commercial; B-2 (Central Business District)
EAST: Hollywood Casino; B-2 (Central Business District)
WEST: Future Commercial; B-2 (Central Business District)

SITE HISTORY: The subject property lies within the Rock Run Crossings Redevelopment Project Area, which has been designated as a Tax Increment Financing District ("TIF District") since 2021. When it was created, it was the intention of the TIF District to include a future mixed-use development that would contain commercial retail, restaurant, entertainments attractions, recreational amenities, and a multi-family residential neighborhood over the entire 309-acre District area.

SPECIAL INFORMATION: The subject property is a 17-acre assemblage of Lot 3 from the Rock Run Crossings Drive Subdivision. The applicant wishes to subdivide Lot 3 into two new lots for the planned “Lifestyle Center” component of the Rock Run Collection Planned Unit Development (PUD). The preliminary plat shows space allocated for future restaurant uses within Lot 1. Lot 2 would likely feature smaller-scale commercial retail fronting a central pedestrian corridor, with parking accessible off Rock Run Crossings Drive and Gateway Boulevard.

Both lots would have frontage along Rock Run Crossings Drive and Gateway Boulevard. Access to the site’s interior would be provided at several points on Lot 1, with an additional point of access proposed off Olympic Boulevard. Cross access between Lots 1 and 2 is required. A 10-foot-wide landscaping buffer will be installed on all sides of the subdivision, in addition to required parkway landscaping along Rock Run Crossings Drive, Gateway Boulevard, and Olympic Boulevard. All three frontage roads contain applicable utilities to service the proposed development.

The PUD allows for multiple buildings to be located on one lot, as shown in the preliminary plat. The proposed mixture of uses is generally consistent with the approved PUD Site Plan, apart from a larger block entertainment center use, which is not shown on the preliminary plat. Larger entertainment uses are permitted by right in several other functional use zones throughout the PUD area.

The applicant has also submitted for approval of a recording plat of Rock Run Crossings Lifestyle Center Subdivision, which will be put before the City Council at a future meeting.

ANALYSIS: Approval of the preliminary plat of Rock Run Crossings Lifestyle Center Subdivision will allow for future development of a two-lot mixed-use subdivision. The proposed uses and building layout as depicted conceptually on the preliminary plat, generally aligns with the mixture and placement of uses that are depicted in the PUD Site Plan. The preliminary plat shows sufficient means of access to the Lifestyle center site. All three predominant frontages contain water and sewer infrastructure.

RECOMMENDED ACTION: Staff recommends the Plan Commission recommend approval of the Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision to the City Council.

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

__X__ **Preliminary Plat**
_____ **Final Plat**
__X__ **Recording Plat**

NAME OF SUBDIVISION: Rock Run Crossings Lifestyle Center Subdivision

NAME OF PETITIONER: Cullinan Joliet, LLC

CELL #: [redacted] **E-MAIL**: [redacted]

HOME ADDRESS: N/A

CITY, STATE, ZIP: N/A

HOME PHONE: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Suite 200B

CITY, STATE, ZIP: Burr Ridge, IL 60527

BUSINESS PHONE: [redacted]

INTEREST OF PETITIONER: Preliminary and Recording Plat for Rock Run Crossings Lifestyle Center Subdivision

NAME OF LOCAL AGENT: Jim Testin, Cullinan Properties Development Manager

ADDRESS: 760 Village Center Drive, Suite 200B PHONE: [redacted]

OWNER: Cullinan Joliet LLC; Contact: Jim Testin - Development Manager

HOME ADDRESS: N/A PHONE: N/A

CITY, STATE, ZIP: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Ste. 200B PHONE: [redacted]

CITY, STATE, ZIP: Burr Ridge, IL 60527

CELL #: N/A **E-MAIL**: [redacted]

ENGINEER: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

LAND SURVEYOR: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

ATTORNEY: Rick Joseph

ADDRESS: 416 Main Street, Peoria, IL 61602 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY:

Attached

COMMON ADDRESS: N/A, No Address Assigned

PERMANENT INDEX NUMBER (Tax No.): Part of 05-06-22-302-002-0000

SIZE: Approximately 17.1 acres

NO. OF LOTS: 2

PRESENT USE: Vacant EXISTING ZONING: B-2

USES OF SURROUNDING PROPERTIES: North: B-2, Vacant

South: B-2 Vacant

East: I-1, Industrial

West: B-2 Vacant

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary plat? No, commercial lots

If yes, what amount?

(Acknowledgment by Park District Official) N/A

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes ✓ No ____ If yes, list the Case number and name: PUD-7-23, PUD-8-23

Is any variance from the Subdivision Regulations being requested? Yes ____ No ✓

If yes, describe:

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [redacted], hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 2/18/2026 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 18 day of February, 2026

[redacted] February 7, 2028
My Commission Expires:

[redacted]

Legal Description

LOT 3 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOCUMENT R2025060345 IN THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

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:

Gateway Blvd./Rock Run Crossings Dr./Olympic Blvd., No address assigned

PIN(s): Lot 3 of the Rock Run Crossings Drive Subdivision (R2025060345) , Part of 0506223020020000

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

E-MAIL [redacted] **FAX** [redacted]

DocuSign Envelope ID: 1C16D045-D9BF-49AC-8707-703D0235C970

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: [redacted]

DATE: 2/17/2026

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

_____

[redacted]

PRINT

SHEET INDEX:

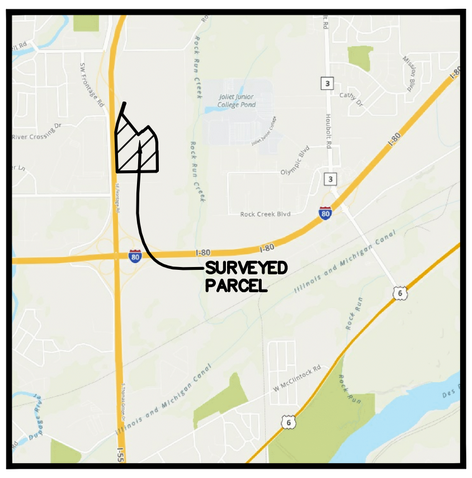
SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT FOR ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION

LOT 3 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOCUMENT R2025060345 IN THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

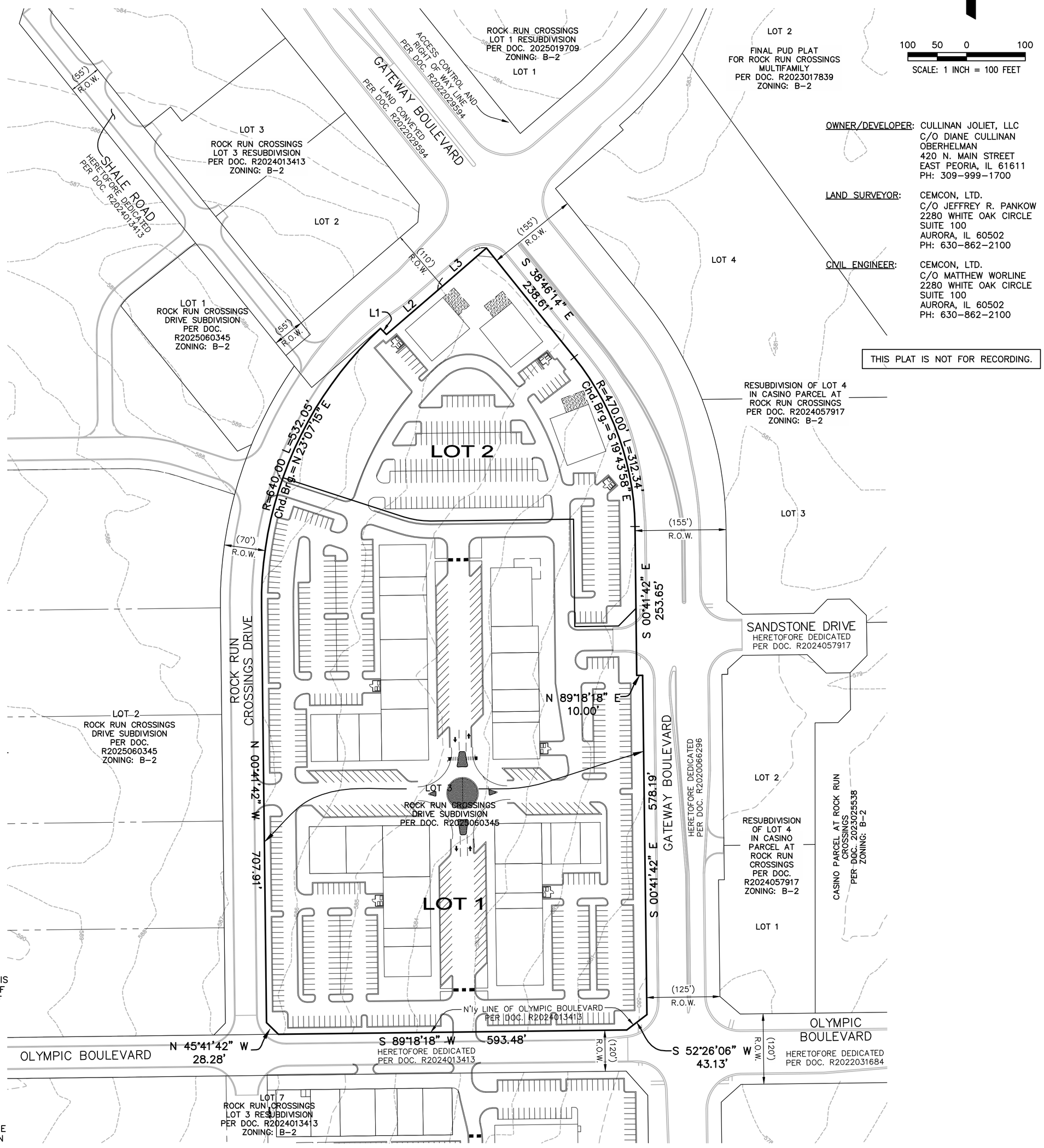
PERMANENT INDEX NUMBER:
05-06-22-302-002-0000

ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION (±17.061 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	4.397 ACRES
LOT 2	12.664 ACRES
AVERAGE	8.5305 ACRES



VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 43°03'49" E	14.43'
L2	N 49°10'29" E	115.65'
L3	N 49°10'44" E	109.81'



100 50 0 100
SCALE: 1 INCH = 100 FEET

OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DIANE CULLINAN OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

SURROUNDING OWNERSHIP

CULLINAN JOLIET, LLC EXCEPT:

- LOT 2 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION
  OWNER: CHIC-FIL-A
- LOT 1 IN ROCK RUN CROSSINGS LOT 1 RESUBDIVISION
  OWNER: RR JOLIET, LLC

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478): THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK.
NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101: SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1 AND 2 IS B-2 (CENTRAL BUSINESS).

13. STORMWATER DETENTION FOR PROPOSED LOTS 1 AND 2 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1 AND 2 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, GATEWAY BOULEVARD, AND OLYMPIC BOULEVARD.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ CHAIRPERSON

_____ SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ MAYOR

_____ CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

SITE DATA TABLE		
LOT #	1	2
ZONING	B-2	B-2
PUD	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%
PROPOSED RCN	94	94
EXISTNG TREE COVERAGE	0%	0%
BUILDING SQ. FT.	TBD	TBD

* SUBJECT TO CHANGE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 02-20-26 JOB NO.: 849.016
REV.: 03-25-26/KMS

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/25/2026 BY: KRISTIN STAERKEL DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\PRELIM PLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT FOR ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

LOT 2
ROCK RUN CROSSINGS LOT 3 RESUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 4

LOT 1
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

LOT 2

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345

LOT 1

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345

LOT 2
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

LOT 3

LOT 2

LOT 1

LOT 3

LOT 7
ROCK RUN CROSSINGS LOT 3 RESUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 4

LOT 3

LOT 2

LOT 1

SHALE ROAD

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED PER DOC. R2024013413

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED PER DOC. R2025060345

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED PER DOC. R2025060345

SANDSTONE DRIVE
HERETOFORE DEDICATED PER DOC. R2024057917

GATEWAY BOULEVARD
HERETOFORE DEDICATED PER DOC. R2022006296

OLYMPIC BOULEVARD
HERETOFORE DEDICATED PER DOC. R2024013413

OLYMPIC BOULEVARD
HERETOFORE DEDICATED PER DOC. R2022031684

10' LANDSCAPE EASEMENT PER DOC. 2024013413

HERETOFORE DEDICATED PER DOC R2024013413

STORMWATER MANAGEMENT EASEMENT PER DOC. R2025060345

10' LANDSCAPE EASEMENT PER DOC. R2025060345

ROADWAY, INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT PER DOC. R2025060345

RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS PER DOC. R2024057917 ZONING: B-2

20' LANDSCAPE EASEMENT PER DOC. R2023017839

25' PUE

20' LANDSCAPE EASEMENT PER DOC. R2023017839

10' NICOR GAS EASEMENT PER DOC. R2023024866

20' LANDSCAPE EASEMENT PER DOC. R2023017839

RESUBDIVISION OF LOT 4 IN CASINO PARCEL AT ROCK RUN CROSSINGS PER DOC. R2024057917 ZONING: B-2

EXISTING ASPHALT PAVEMENT WITH B6-12 CURB & GUTTER WIDTH VARIES

EXISITNG ASPHALT PAVEMENT WITH B6-24 CURB & GUTTER WIDTH VARIES

EXISTING ASPHALT PAVEMENT WITH B6-12 CURB & GUTTER

(110') R.O.W.
(155') R.O.W.
(55') R.O.W.
(70') R.O.W.
(135') R.O.W.
(125') R.O.W.
(120') R.O.W.

109.81'
N 49°10'44" E
115.65'
N 49°10'29" E
S 43°03'49" E 74.43'
S 38°46'14" E 238.61'
R=640.00 L=307.20'
216.06'
N 72°03'21" W
R=144.50 L=47.01'
243.48'
S 89°18'18" W
R=640.00 L=224.85'
707.91'
N 00°41'42" W
183.00'
S 00°41'42" E 139.19'
42.43'
S 44°18'18" E
74.50'
S 89°18'18" W
S 00°41'42" E 114.46'
S 89°18'18" W 10.00'
R=470.00 L=512.34'
578.19'
S 00°41'42" E
N 45°41'42" W 28.28'
593.48'
S 89°18'18" W
S 52°26'06" W 43.13'

12" WM
8" WM
8" PVC
10" PVC
12" DIWM
8" SAN
8" SAN
24.00 SF

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849016 FILE NAME: PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 02-20-26 JOB NO.: 849.016
REV.: 03-25-26/KMS

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/25/2026 BY: KRISTIN STAERKEL DRAWING PATH: P:\849016\DWG\SURVEY\DRAWINGS\PLATS\PRELIM PLAT.DWG

AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE JOLIET. IL

FECHA/HORA: 16 DE ABRIL, 2026 4:00 P.M.
UBICACIÓN: CÁMARAS DEL CONSEJO MUNICIPAL
150 W JEFFERSON STREET, JOLIET

DESCRIPCIÓN DE LA SOLICITUD:

P-4-26: PLANO PRELIMINAR DE LA SUBDIVISIÓN ROCK RUN CROSSINGS LIFESTYLE CENTER. (AL NORTE DE OLYMPIC BOULEVARD Y AL OESTE DE GATEWAY BOULEVARD) (PIN # 05-06-22-302-002-0000) (DISTRITO DEL CONCEJAL #5)

PARA MÁS INFORMACIÓN LLAME AL:
815-724-4040 O AL 815-724-4050
DEPARTAMENTO DE DESARROLLO COMUNITARIO
CIUDAD DE JOLIET

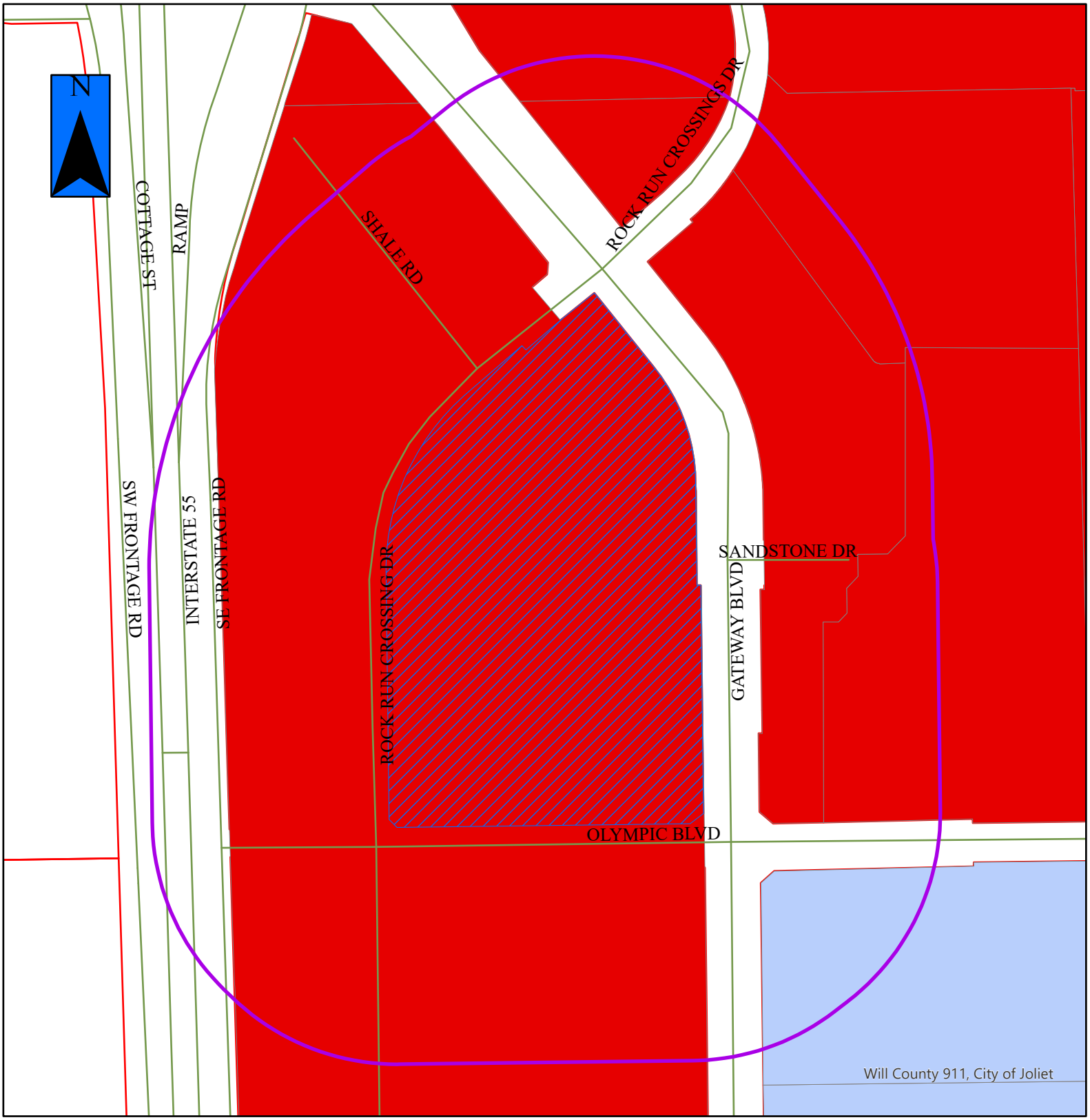
NOTICE OF PUBLIC MEETING
CITY OF JOLIET, ILLINOIS

DATE/TIME: APRIL 16, 2026 - 4:00 P.M.
LOCATION: CITY HALL COUNCIL CHAMBERS
150 W JEFFERSON STREET, JOLIET

DESCHIPTION OF REQUEST:

P-4-26: PRELIMINARY PLAT OF ROCK RUN CROSSINGS LIFESTYLE CENTER SUBDIVISION. (NORTH OF OLYMPIC BOULEVARD AND WEST OF GATEWAY BOULEVARD) (PIN # 05-06-22-302-002-0000) (COUNCIL DISTRICT #5)

FOR MORE INFORMATION CALL:
815-724-4040 OR 815-724-4050
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF JOLIET



P-4-26

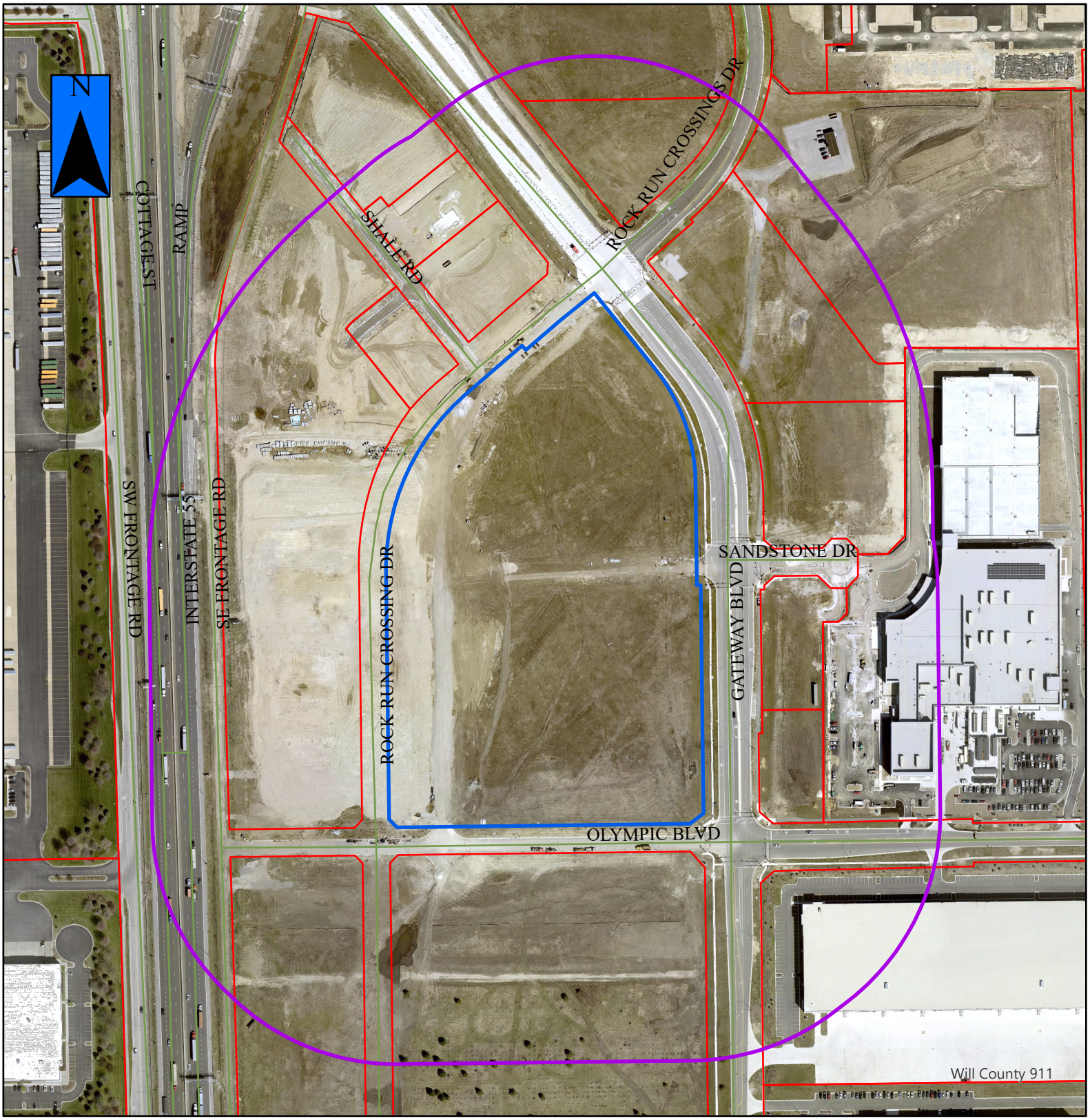
JOLIET PLANNING DIVISION

= 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



P-4-26a

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

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, April 16, 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, John Kella, Wendell Martin, Debbie Radakovich, Michael F. Turk and Scott R. Hammac

Absent Mike Eulitz

APPROVAL OF MINUTES

TMP-9655

Attachments: Plan Commission Meeting Minutes 04-08-26

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve: Plan Commission Meeting Minutes 4-8-26. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

TMP-9656

Attachments: P-2-26_V-1-26_Staff Report Packet.pdf

Planner Raymond Heitner read the staff report into the record. Mr. Jim Testin, Cullinan Properties Development Manager, appeared on behalf of the petitions. 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-2-26: Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision. (South of Olympic Boulevard and West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5)

V-1-26: Vacation of Approximately 1.7 Acres of Quartz Drive. (Quartz Drive, West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9657

Attachments: P-3-26_Shale Road Subdivision Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Testin appeared again on behalf of the petition. No public comments were made in favor of or in opposition to the petition.

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve: P-3-26: Preliminary Plat of Shale Road Subdivision. (1301 Shale Road) (PIN #s 05-06-22-304-001-0000 and 05-06-22-304-004-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9658

Attachments: P-4-26 Lifestyle Center Subdivision Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Testin appeared again on behalf of the petition. A resident came forward to inquire how the development will affect residents, specifically with taxes. Mr. Heitner and Mr. Testin responded.

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to approve: P-4-26: Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision. (East of Rock Run Crossings Drive, West of Gateway Boulevard, and North of Olympic Boulevard) (PIN # Part of 05-06-22-302-002-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9659

Attachments: V-2-26 Staff Report Packet

Mr. Heitner read the staff report into the record. Mr. Nathaniel Washburn appeared on behalf of the petition and answered questions from the Commission. Public comments were made voicing concerns regarding the proposed vacation and related construction. Mr. Washburn responded to the public comments.

A motion was made by Jeff Crompton, seconded by Jason Cox, to approve: V-2-26: Vacation of 76,289 Square Feet of Breen Road, East of Route 53 and Plat of Easement for a Future Public Utility Easement. (Breen Road East of Route 53) (PIN #s 10-11-10-300-001-0000 and 10-11-10-100-010-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9660

Attachments: PUD-4-26 (580 Caton Farm final) Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Washburn appeared again on behalf of the petition and provided additional information regarding the proposed development.

A motion was made by Wendell Martin, seconded by Michael F. Turk, to approve: PUD-4-26: Final Planned Unit Development of 580 Caton Farm. (580 Caton Farm Road) (PIN #s 00-06-36-100-012-0000 and 00-06-36-100-013-0000) (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS

None

NEW BUSINESS

TMP-9759

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to elect Jason Cox as the new Chair of the Plan Commission. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9760

A motion was made by Jeff Crompton, seconded by Jason Cox, to elect Debbie Radakovich as the new Vice Chair of the Plan Commission. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

TMP-9661

Planning Director Jayne Bernhard provided a status update on the City of Joliet Comprehensive Plan, informing the Commission that the plan is currently in Phase 4 of the project schedule, and the consultants are preparing the draft plan. A final community workshop is tentatively scheduled for September.

TMP-9662

Ms. Bernhard provided a status update on the I-80 Des Plaines River Bridge Community Plan, highlighting that city staff continues to work with the consultant and IDOT. A final community meeting is tentatively scheduled for the fall of 2026.

TMP-9663

Ms. Bernhard provided a status update on the Downtown Joliet Equitable Transit Oriented Development (ETOD) Plan. A consultant is currently outlining options for zoning updates, and the Plan Commission is expected to review these options in the summer of 2026, continuing into the fall of 2026.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, 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: 253-26

File ID: 253-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Planning and Zoning **Final Action:**

Title: Ordinances Associated with the Approval of the Rock Run Crossings Lifestyle Center Subdivision

Ordinance Approving a Preliminary Plat for the Rock Run Crossings Lifestyle Center (P-4-26)

Ordinance Approving a Recording Plat for the Rock Run Crossings Lifestyle Center (RP-5-26)

Agenda Date: 05/05/2026

Attachments: Ordinance - Preliminary Plat_Lifestyle Center Subdivision.docx, Preliminary Plat, Ordinance - Recording Plat_Lifestyle Center.docx, Recording Plat, RRC PUD Site Plan, P-4-26 Lifestyle Center Subdivision Staff Report Packet.pdf, Plan Commission Meeting Minutes_04.16.2026

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/30/2026	Dustin Anderson	Approve	4/24/2026
1	2	4/30/2026	Todd Lenzie	Approve	5/4/2026
1	3	5/1/2026	Beth Beatty	Approve	5/4/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 254-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with the Development of Rock Run Crossings Drive, Phase 2 Subdivision

Ordinance Approving a Preliminary Plat for Rock Run Crossings Drive, Phase 2 Subdivision (P-2-26)

Ordinance Approving a Recording Plat for Rock Run Crossings Drive, Phase 2 Subdivision (RP-3-26)

Ordinance Approving a Plat of Vacation for Approximately 1.7 Acres of Quartz Drive (V-1-26)

BACKGROUND:
The applicant, Cullinan Joliet, LLC, seeks approval of the Preliminary Plat and Recording Plat of Rock Run Crossings Drive Phase 2 Subdivision and a Plat of Vacation of approximately 1.7 acres of Quartz Drive to allow development of a three-lot commercial subdivision in the subject portion of the Rock Run Collection development. The subject property is approximately 40.4 acres and is made up of Lot 7 from the Rock Run Crossings Lot 3 Resubdivision, which was platted in 2024. The property has remained undeveloped throughout the past several years. Right-of-way for Rock Run Crossings Drive shifted briefly to the west but has since been reestablished along its original alignment.

All three lots would have frontage along Rock Run Crossings Drive. Lot 3 would have frontage on both Rock Run Crossings Drive and Gateway Boulevard. Lots 2 and 3 will likely be further subdivided in the future as additional development in this area materializes. Lot 1 would be occupied by a future commercial tenant. A 10-foot landscaping easement would be provided along the Rock Run Crossings Drive and Gateway Boulevard frontages. The developer would be responsible for extending water and sanitary sewer mains down Rock Run Crossings Drive to service Lot 1 at the subdivision's southern end.

The applicant is also requesting a vacation of Quartz Drive to accommodate shifting development patterns within the southern portion of the subject area. A temporary turnaround is shown at the southern end of Rock Run Crossings Drive. This turnaround will be released when Rock Run Crossings Drive is expanded further south as property to the south develops. ComEd and NICOR have confirmed that it does not have any utilities within the existing Quartz Drive right-of-way. Staff have not received any notice of existing utilities from other providers. Quartz Drive will be rebuilt once the southernmost portion of the overall site is developed.

Approval of the preliminary plat, recording plat, and plat of vacation would allow for future development of a three-lot commercial subdivision. All three lots have sufficient access and frontage along either Rock Run Crossings Drive or Gateway Boulevard. The developer has committed to

expanding public utilities as necessary to service the development.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on the preliminary plat and plat of vacation at its April 16, 2026, meeting. Jim Testin from Cullinan Joliet, LLC, spoke on behalf of the petitions. No members of the public spoke in favor of or against the petitions. Minutes of the meeting are attached hereto.

RECOMMENDATION OF THE PLAN COMMISSION:
Jeff Crompton moved that the Plan Commission recommend approval of the Preliminary Plat of the Rock Run Crossings Drive, Phase 2 Subdivision and Plat of Vacation for 1.7 acres of Quartz Drive. Debbie Radakovich seconded the motion, which passed with seven (7) aye votes. Voting aye were: Cox, Crompton, Kella, Martin, Radakovich, Turk, and Hammac. Voting nay were: none. Commissioner Eulitz was absent.

RECOMMENDATION OF THE ADMINISTRATION:
Staff concur with the recommendation of the Plan Commission and recommend that the Mayor and City Council approve the following:

1. Ordinance Approving a Preliminary Plat for Rock Run Crossings Drive, Phase 2 Subdivision

2. Ordinance Approving a Recording Plat for Rock Run Crossings Drive, Phase 2 Subdivision

3. Ordinance Approving a Plat of Vacation for Approximately 1.7 Acres of Quartz Drive

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLAT
(Rock Run Crossings Drive, Phase 2 Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached preliminary plat is hereby approved, subject to the conditions set forth on the plat or in Exhibit "A" if any.

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: _____

SUBDIVISION: Rock Run Crossings Drive, Phase 2 Subdivision
PIN: Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: P-2-26

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT
FOR
ROCK RUN CROSSINGS DRIVE - PHASE 2 SUBDIVISION

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413; THE FORMER RIGHT OF WAY OF ROCK RUN CROSSINGS DRIVE VACATED PER DOCUMENT R2025058040; QUARTZ DRIVE DEDICATED PER DOCUMENT R202066296 LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOT 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN

PERMANENT INDEX NUMBER:
05-06-22-302-001-0020

ROCK RUN CROSSINGS DRIVE SUBDIVISION (±40.404 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	2.463 ACRES
LOT 2	13.476 ACRES
LOT 3	22.077 ACRES
AVERAGE	12.672 ACRES
R.O.W. DEDICATION	2.387 ACRES

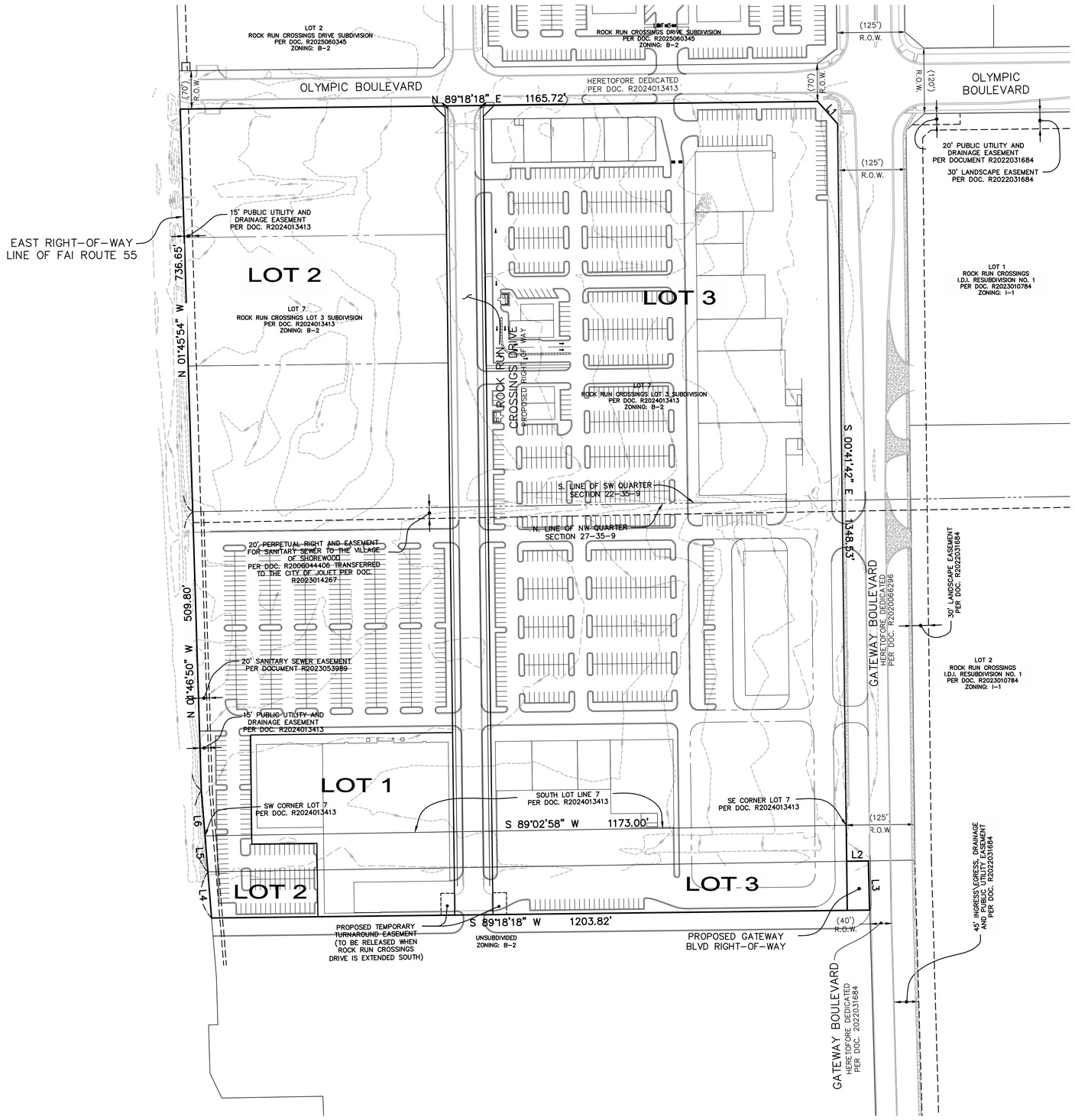
N

100 50 0 100
SCALE: 1 INCH = 100 FEET



VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 41°43'29" E	55.30'
L2	N 89°02'58" E	39.65'
L3	S 01°37'28" E	89.94'
L4	N 04°38'02" W	84.73'
L5	N 04°33'26" W	66.13'
L6	N 04°33'26" W	83.44'



SURROUNDING OWNERSHIP:

CULLINAN JOLIET, LLC EXCEPT:

- LOT 1 & LOT 2 ROCK RUN CROSSINGS IDI RESUBDIVISION OF LOT 1 OWNER: IDI ROCK RUN CROSSINGS, LLC

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478); THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101; SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1, 2 AND 3 IS B-2 (CENTRAL BUSINESS) WITH A PUD.

13. STORMWATER DETENTION FOR PROPOSED LOTS 1, 2 AND 3 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1, 2 AND 3 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, GATEWAY BOULEVARD AND OLYMPIC BOULEVARD. THERE SHALL BE NO DIRECT ACCESS TO INTERSTATE ROUTE 55.

OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DANE CULLINAN
OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

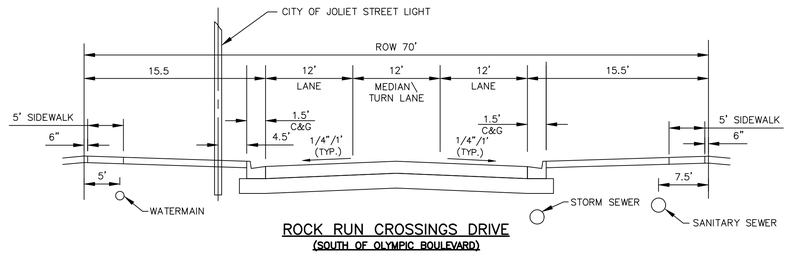
LEGAL DESCRIPTION

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413; THE FORMER RIGHT OF WAY OF ROCK RUN CROSSINGS DRIVE VACATED PER DOCUMENT R2025058040; QUARTZ DRIVE DEDICATED PER DOCUMENT R202066296 LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOT 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICLULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413, SAID POINT ALSO BEING ON THE SOUTH LINE OF OLYMPIC BOULEVARD DEDICATED PER SAID DOCUMENT; THE FOLLOWING TWO COURSES ARE ALONG THE SOUTHERLY LINE OF SAID OLYMPIC BOULEVARD); THENCE NORTH 89 DEGREES 18 MINUTES 18 SECONDS EAST, 1165.72 FEET; 2) THENCE SOUTH 41 DEGREES 43 MINUTES 29 SECONDS EAST, 55.30 FEET TO THE WESTERLY LINE OF GATEWAY BOULEVARD AS DEDICATED PER DOCUMENT R2020006296; THENCE SOUTH 00 DEGREES 41 MINUTES 42 SECONDS EAST, 1348.53 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 39.65 FEET TO THE WEST LINE OF GATEWAY DRIVE AS DEDICATED PER DOCUMENT R2022031684; THENCE SOUTH 01 DEGREE 37 MINUTES 28 SECONDS EAST, 89.94 FEET ALONG SAID WEST LINE; THENCE SOUTH 89 DEGREES 18 MINUTES 18 SECONDS WEST, 1203.82 FEET TO THE EASTERLY LINE OF FAI ROUTE 55 PER DOCUMENT; THE FOLLOWING FOUR COURSES ARE ALONG SAID EASTERLY LINE; 1) THENCE NORTH 04 DEGREES 38 MINUTES 02 SECONDS WEST, 84.73 FEET; 2) THENCE NORTH 04 DEGREES 33 MINUTES 26 SECONDS WEST, 149.57 FEET; 3) THENCE NORTH 01 DEGREE 46 MINUTES 50 SECONDS WEST, 509.80 FEET; 4) THENCE NORTH 01 DEGREE 45 MINUTES 54 SECONDS WEST, 736.65 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

SITE DATA TABLE			
LOT #	1	2	3
ZONING	B-2	B-2	B-2
PUD	YES	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%	0%
PROPOSED RCN	94	94	94
EXISTNG TREE COVERAGE	0%	0%	0%
BUILDING SQ. FT.	TBD	TBD	TBD

* SUBJECT TO CHANGE



ROCK RUN CROSSINGS DRIVE
(SOUTH OF OLYMPIC BOULEVARD)

2" HMA SURFACE COURSE MIX "D", IL9.5, N70
6" HMA BINDER COURSE IL-19.0, N70
12" AGGREGATE SUBGRADE IMPROVEMENT

LEGEND

EXISTING	PROPOSED	DESCRIPTION
◎	◉	MANHOLE
○	●	CATCH BASIN
□	□	INLET
	◀	END SECTION
-(C)-	-(C)-	STORM SEWER
-(C)-	-(C)-	SANITARY SEWER
-W-	-W-	WATERMAIN
⊗	◒	VALVE & BOX
◎	◉	WATER VALVE IN VAULT
♉	♉	FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ _____
CHAIRPERSON SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ _____
MAYOR CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: LOT 7 RESUB PREPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 11-10-25 JOB NO.: 849.013
XREF : 849.001 & 849.004 PROJECT MANAGER : MMW
CHECKED BY:
REV.: 12-12-25/KMS, 01-12-26/KMS, 03-02-26/DFM

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/6/2026 BY: KRISTIN STAERKEL DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\LOT 7 RESUB PREPLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT
FOR
ROCK RUN CROSSINGS DRIVE - PHASE 2 SUBDIVISION

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

THIS PLAT IS NOT FOR RECORDING.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS
		DRAINAGE DIRECTION
		OVERLAND FLOOD ROUTE

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

LOT 2
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

15'x15' PUBLIC UTILITY EASEMENT PER DOC. 2022031684

PROPOSED ADA CURB RAMP

OLYMPIC BOULEVARD HERETOFORE DEDICATED PER DOC. R2024013413

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

EXISTING HMA PAVEMENT WITH B6-12 CURB & GUTTER

(70') R.O.W.

N 89°18'18" E 464.03'

S 45°41'42" E 28.28'

N 44°18'18" E 28.28'

N 89°18'18" E 1165.72'

N 89°18'18" E 591.69'

S 41°43'29" E 55.30'

(120') R.O.W.

20' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOC 2022031684

(125') R.O.W.

PROPOSED DRAINAGE DIRECTION (typ.)

15' PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. R2024013413

E. FRONTAGE ROAD

N 01°46'54" W 736.65'

LOT 2
LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 3

LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC: R2024013413 ZONING: B-2

LOT 1
ROCK RUN CROSSINGS I.D.I. RESUBDIVISION NO. 1 PER DOC. R2023010784 ZONING: I-1

30' LANDSCAPE EASEMENT PER DOC. R2022031684

S 00°41'42" E 1126.69'

PROPOSED HMA PAVEMENT WITH B6-12 CURB & GUTTER (SEE SECTION)

N 00°41'42" W 1459.99'

S. LINE OF SW QUARTER SECTION 22-35-9

N. LINE OF NW QUARTER SECTION 27-35-9

S 00°41'42" E 1348.53'

20' PERPETUAL RIGHT AND EASEMENT FOR SANITARY SEWER TO THE VILLAGE OF SHOREWOOD PER DOC: R2006044406 TRANSFERRED TO THE CITY OF JOLIET PER DOC. R2023014267

ROCK RUN CROSSINGS DRIVE
PROPOSED RIGHT OF WAY

GATEWAY BOULEVARD
HERETOFORE DEDICATED PER DOC. R2020066296

EXISTING HMA PAVEMENT WITH B6-12 CURB & GUTTER WIDTH VARIES

N 01°46'50" W 509.80'

20' SANITARY SEWER EASEMENT PER DOCUMENT R2023053989

15' PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. R2024013413

EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55

N 89°18'18" E 369.28'

LOT 1

LOT 2

LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC. R2024013413 ZONING: B-2

SW CORNER LOT 7 PER DOC. R2024013413

SOUTH LOT LINE 7 PER DOC. R2024013413

SE CORNER LOT 7 PER DOC. R2024013413

N 04°33'26" W 834.44'

N 00°41'42" W 199.40'

S 00°41'42" E 333.90'

S 89°18'18" W 119.00'

N 89°18'18" E 134.50'

N 04°33'26" W 834.13'

N 04°36'07" W 834.13'

S 89°02'58" W 39.65'

S 01°12'28" E 89.94'

PROPOSED GATEWAY BLVD RIGHT-OF-WAY

TEMPORARY TURNAROUND

25.00' 40.00' 70.00' 25.00' 40.00'

250.28' 194.44' S 89°18'18" W 1203.82' 889.10'

PROPOSED TEMPORARY TURNAROUND EASEMENT (TO BE RELEASED WHEN ROCK RUN CROSSINGS DRIVE IS EXTENDED SOUTH)

UNSUBDIVIDED
ZONING: B-2

45' INGRESS\EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT PER DOC. R2022031684

Sanitary Manhole Rim=(594.98) Inv.=(583.48 N) Inv.=(583.38 W)
Catch Basin Rim=(585.52) Inv.=(576.49 N) Inv.=(576.80 W)
Storm Manhole Rim=(577.93) Inv.=(569.73)
Sanitary Manhole Rim=(578.20) Inv.=(565.80)
Sanitary Manhole Rim=(586.35) Inv.=(575.85)
Sanitary Manhole Rim=(579.79) Inv.=(570.34 N) Inv.=(570.65 W)
Storm Manhole Rim=(582.32) Inv.=(572.12)
Storm Manhole Rim=(578.99) Inv.=(571.59)

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: LOT 7 RESUB PREPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 11-10-25 JOB NO.: 849.013
XREF : 849.001 & 849.004 PROJECT MANAGER : MMW
CHECKED BY:
REV.: 12-12-25/KMS, 01-12-26/KMS, 03-02-26/DFM

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/9/2026 BY: KRISTIN STAEKEL DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\LOT 7 RESUB PREPLAT.DWG

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORDING PLAT
(Rock Run Crossings Drive, Phase 2 Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached recording plat of subdivision for Rock Run Crossings Drive, Phase 2 Subdivision is hereby approved, subject to conditions set forth on the plat or in Exhibit "A" if any and the receipt of the following fees and documentation within 60 days of the passage of this ordinance:

1. A performance bond or letter of credit for public improvements;

2. A one and one quarter percent (1¼%) inspection fee for public improvements;

3. An irrevocable offer of dedication for public improvements;

4. An engineering review fee as determined by City staff.

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: _____

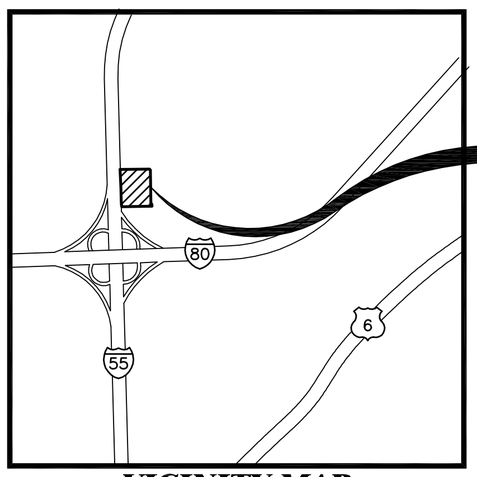
NOT VOTING: _____

SUBDIVISION: Rock Run Crossings Drive, Phase 2 Subdivision
PLAN COMMISSION APPROVED: N/A
PIN: Part of PIN # 05-06-22-305-001-0000 and 05-06-27-100-011-0000
CED DOC. NO.: RP-3-26

RECORDING PLAT FOR
ROCK RUN CROSSINGS DRIVE
PHASE 2 SUBDIVISION

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

NOTE:
KEYMAP FOR BOUNDARY ONLY. SEE FOLLOWING SHEET FOR PARTICULARS.



SITE LOCATION

VICINITY MAP

TOTAL AREA OF SUBDIVISION

40.404 ACRES

(MORE OR LESS)

N

100 50 0 100

SCALE: 1 INCH = 100 FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 41°43'29" E	55.30'
L2	N 89°02'58" E	39.65'
L3	S 01°37'28" E	89.94'
L4	N 04°38'02" W	84.73'
L5	N 04°33'26" W	149.57'

LOT AREA SUMMARY TABLE		
LOT NUMBER	SQUARE FEET	ACRES
LOT 1	107,298	2.463 ACRES
LOT 2	587,000	13.476 ACRES
LOT 3	958,061	21.994 ACRES

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

P.U. & D.E. – INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS CONTAINED HEREIN.

THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, IS THE RECORD BEARINGS OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 2018, AS DOCUMENT NUMBER R2018073972.

FIP = FOUND IRON PIPE (ø AS SHOWN)
FIR = FOUND IRON ROD (ø AS SHOWN)

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED
PER DOCUMENT R2025060345

LOT 2
ROCK RUN CROSSINGS
DRIVE SUBDIVISION
PER DOC. R2025060345
ZONING B-2

LOT 3
ROCK RUN CROSSINGS
DRIVE SUBDIVISION
PER DOC. R2025060345

LOT 1

LOT 3

CASINO PARCEL AT
ROCK RUN CROSSINGS
PER DOC. 2023025538

OLYMPIC BOULEVARD

(70') R.O.W.

HERETOFORE DEDICATED
PER DOC. R2024013413

(70') R.O.W.

N 89°18'18" E 1165.72'

L1

(125') R.O.W.

OLYMPIC BOULEVARD

EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55

N 01°45'54" W 736.65'

LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION
PER DOC. R2024013413
ZONING: B-2

ROCK RUN CROSSINGS DRIVE
HERETOFORE VACATED
PER DOCUMENT R2025058040

LOT 3

LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION
PER DOC. R2024013413
ZONING: B-2

LOT 1

ROCK RUN CROSSINGS
I.D.I. RESUBDIVISION NO. 1
PER DOC. 2023010784

S 00°41'42" E 1348.53'

LOT 2

S. LINE OF SW QUARTER SECTION 22-35-9

N. LINE OF NW QUARTER SECTION 27-35-9

ROCK RUN CROSSINGS DRIVE

GATEWAY BOULEVARD
HERETOFORE DEDICATED
PER DOC. R2020066296

N 01°46'50" W 509.80'

LOT 1

SW CORNER LOT 7
PER DOC. R2024013413

SE CORNER LOT 7
PER DOC. R2024013413

L5

QUARTZ DRIVE
HERETOFORE VACATED
PER DOCUMENT _____

(125') R.O.W.

L2

LOT 2

L4

L3

S 89°18'18" W 1203.82'

UNSUBDIVIDED

GATEWAY BOULEVARD
HERETOFORE DEDICATED
PER DOC. 2022031684

GENERAL NOTES

1. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.
2. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT REQUIREMENTS UNLESS MODIFIED BY P.U.D. REQUIREMENTS.
3. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.
4. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.
5. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.
6. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O MICHAEL GOLD
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

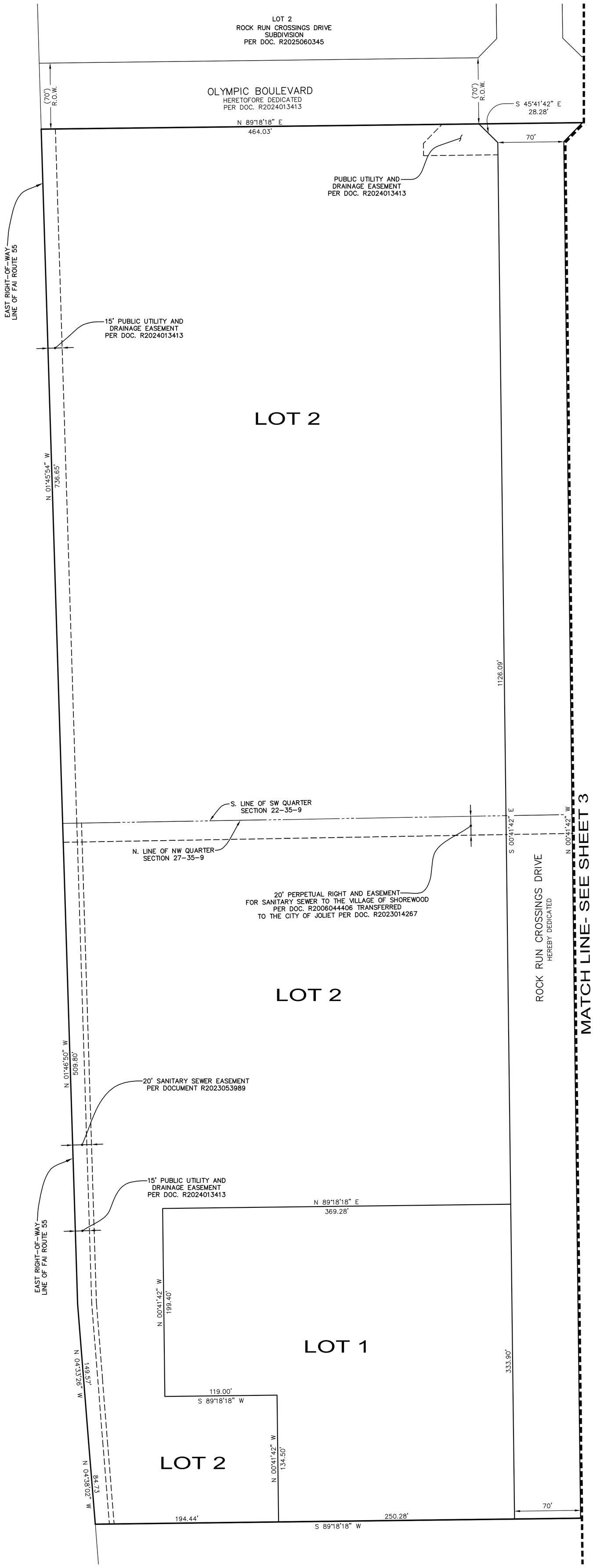
DISC NO.: 849013 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 03-27-26 JOB NO.: 849.013
PROJECT REFERENCE 849.001 & 849.004
CHECKED BY:
REVISED 04-22-26\AJB REVISED TO SHOW CURRENT RECORDING INFORMATION

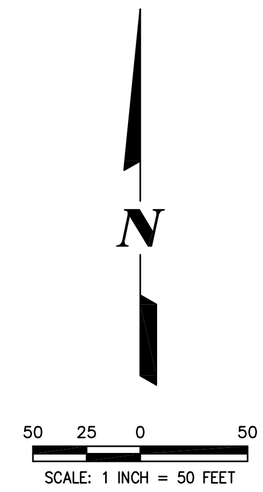
Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

RECORDING PLAT FOR
ROCK RUN CROSSINGS DRIVE
PHASE 2 SUBDIVISION

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.





PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

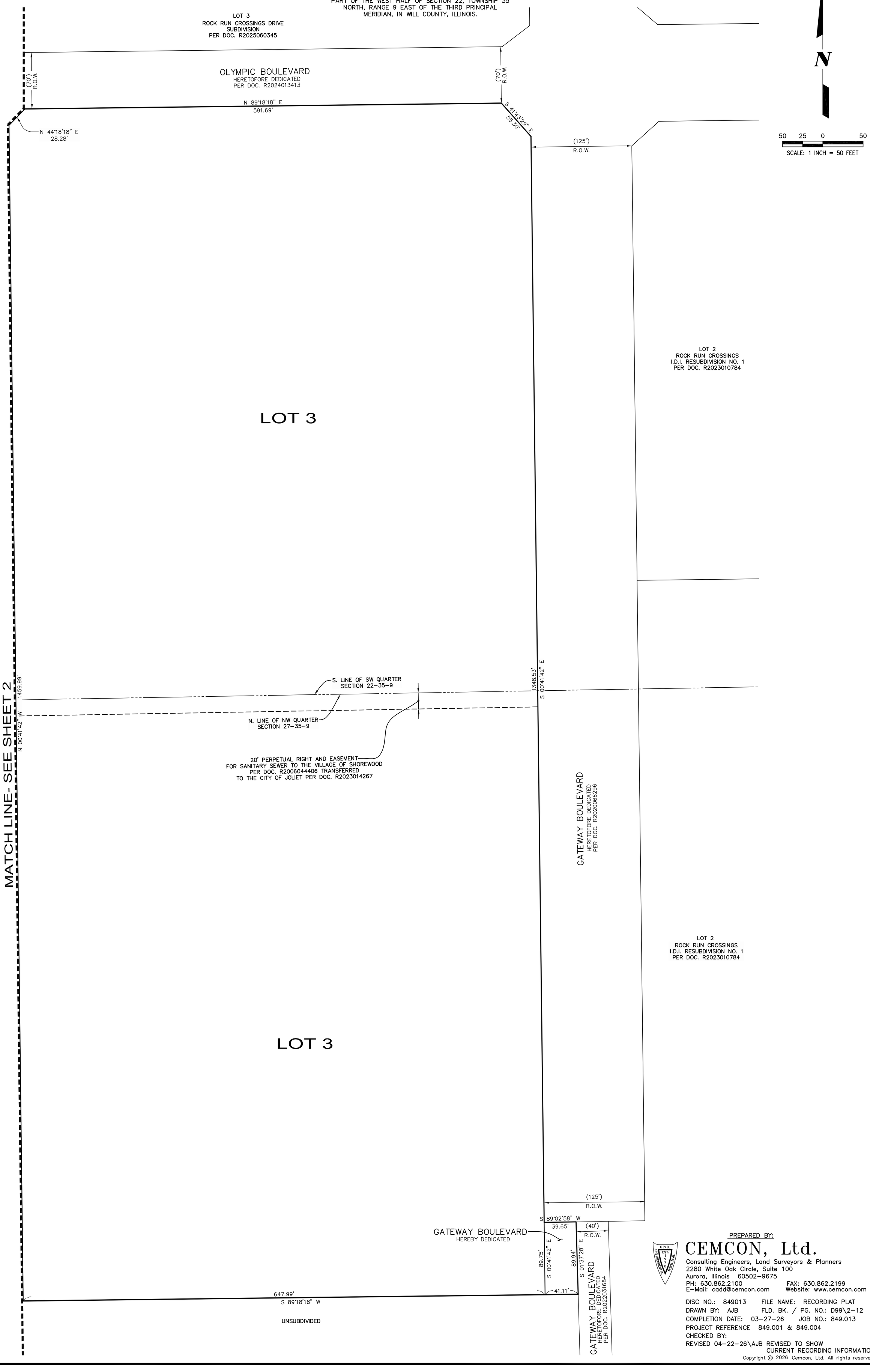
DISC NO.: 849013 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 03-27-26 JOB NO.: 849.013
PROJECT REFERENCE 849.001 & 849.004
CHECKED BY:
REVISED 04-22-26\AJB REVISED TO SHOW CURRENT RECORDING INFORMATION

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

RECORDING PLAT FOR
ROCK RUN CROSSINGS DRIVE
PHASE 2 SUBDIVISION

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 03-27-26 JOB NO.: 849.013
PROJECT REFERENCE 849.001 & 849.004
CHECKED BY:
REVISED 04-22-26\AJB REVISED TO SHOW CURRENT RECORDING INFORMATION

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE PHASE 2 SUBDIVISION

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF TAZEWELL)

THIS IS TO CERTIFY THAT CULLINAN JOLIET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES INDICATED THEREIN.

THIS IS ALSO TO CERTIFY THAT THE UNDERSIGNED, AS OWNER OF THE PROPERTY HEREON DESCRIBED HAS DETERMINED TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICTS:

TROY SCHOOL DISTRICT 30-C
MINOOKA HIGH SCHOOL DISTRICT 111
JOLIET JUNIOR COLLEGE DISTRICT 525

DATED THIS _____ DAY OF _____, A.D., 20___.

BY: CULLINAN COMPANIES L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

ITS: MANAGER

BY: _____
DIANE CULLINAN OBERHELMAN

ITS: MANAGER

ADDRESS: 420 N. MAIN STREET, EAST PEORIA, IL 61611

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

I, _____A NOTARY PUBLIC, IN AND FOR SAID CITY, OR COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THIS PLAT AT THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, AS MORTGAGEE UNDER THE MORTGAGE RECORDED AS DOCUMENT NUMBER _____, DATED _____, HEREBY CONSENTS TO RECORDING OF THE PLAT AS HEREON SHOWN.

DATED AT _____, ILLINOIS, THIS ___ DAY OF _____, A.D., 20___.

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF)

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT (NAME) _____, (TITLE) _____ OF _____ AND (NAME) _____, (TITLE) _____ OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH (TITLE) _____ AND (TITLE) _____ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID _____, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20_____.

_____
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, AS MORTGAGEE UNDER THE MORTGAGE RECORDED AS DOCUMENT NUMBER _____, DATED _____, HEREBY CONSENTS TO RECORDING OF THE PLAT AS HEREON SHOWN.

DATED AT _____, ILLINOIS, THIS ___ DAY OF _____, A.D., 20___.

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF)

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT (NAME) _____, (TITLE) _____ OF _____ AND (NAME) _____, (TITLE) _____ OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH (TITLE) _____ AND (TITLE) _____ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID _____, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20_____.

_____
NOTARY PUBLIC

CORPORATE AUTHORITY CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE JOLIET CITY PLAN COMMISSION ON

_____A.D.,20___

_____ _____
PLAN COMMISSION CHAIRMAN PLAN COMMISSION SECRETARY

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY ORDINANCE_____OF THE CITY COUNCIL OF THE CITY OF JOLIET ON

_____A.D.,20___

_____ _____
MAYOR CITY CLERK

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

I,_____, JOLIET CITY COLLECTOR, HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT TAXES, OR UNPAID SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED BY THIS PLAT.

DATED AT JOLIET, ILLINOIS, THIS _____ DAY OF_____ 20___

_____
CITY COLLECTOR

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413; THE FORMER RIGHT OF WAY OF ROCK RUN CROSSINGS DRIVE VACATED PER DOCUMENT R2025058040; QUARTZ DRIVE DEDICATED PER DOCUMENT R202066296 LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOT 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICLULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413, SAID POINT ALSO BEING ON THE SOUTH LINE OF OLYMPIC BOULEVARD DEDICATED PER SAID DOCUMENT; THE FOLLOWING TWO COURSES ARE ALONG THE SOUTHERLY LINE OF SAID OLYMPIC BOULEVARD); THENCE NORTH 89 DEGREES 18 MINUTES 18 SECONDS EAST, 1165.72 FEET; 2) THENCE SOUTH 41 DEGREES 43 MINUTES 29 SECONDS EAST, 55.30 FEET TO THE WESTERLY LINE OF GATEWAY BOULEVARD AS DEDICATED PER DOCUMENT R2020006296; THENCE SOUTH 00 DEGREES 41 MINUTES 42 SECONDS EAST, 1348.53 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 39.65 FEET TO THE WEST LINE OF GATEWAY DRIVE AS DEDICATED PER DOCUMENT R2022031684; THENCE SOUTH 01 DEGREE 37 MINUTES 28 SECONDS EAST, 89.94 FEET ALONG SAID WEST LINE; THENCE SOUTH 89 DEGREES 18 MINUTES 18 SECONDS WEST, 1203.82 FEET TO THE EASTERLY LINE OF FAI ROUTE 55 PER DOCUMENT; THE FOLLOWING FOUR COURSES ARE ALONG SAID EASTERLY LINE; 1) THENCE NORTH 04 DEGREES 38 MINUTES 02 SECONDS WEST, 84.73 FEET; 2) THENCE NORTH 04 DEGREES 33 MINUTES 26 SECONDS WEST, 149.57 FEET; 3) THENCE NORTH 01 DEGREE 46 MINUTES 50 SECONDS WEST, 509.80 FEET; 4) THENCE NORTH 01 DEGREE 45 MINUTES 54 SECONDS WEST, 736.65 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

I DO FURTHER CERTIFY THAT:

1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION AS MADE BY ME.
2. THE PROPERTY OR PLAT IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JOLIET.
3. THAT ALL REGULATIONS ENACTED BY THE SUBDIVISION AND PLAT ORDINANCE OF THE CITY OF JOLIET HAVE BEEN COMPLIED
4. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
5. 3/4 INCH IRON PIPE SET AT ALL LOT CORNERS EXCEPT WHERE PERMANENT IDOT SURVEY MARKERS HAVE PREVIOUSLY BEEN SET.
6. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
7. FIELD WORK COMPLETED JULY 28, 2019.
8. BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANEL NO. 17197C0255G WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019, IT IS OUR OPINION THAT THE PROPERTY DESCRIBED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD ZONE.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF _____, A.D., 20___.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2027

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, _____, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT JOLIET, WILL COUNTY ILLINOIS,

THIS _____ DAY OF _____, A.D., 20_____.

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

THIS PLAT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 2021 AT _____ O'CLOCK ___ M. AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

_____
WILL COUNTY RECORDER OF DEEDS

COUNTY TAX MAPPING DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION OF THE PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP _____ AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PN) _____.

DATED THIS _____ DAY OF _____, A.D., 20___.

_____
DIRECTOR

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 03-27-26 JOB NO.: 849.013
PROJECT REFERENCE 849.001 & 849.004
CHECKED BY:
REVISED 04-22-26\AJB REVISED TO SHOW CURRENT RECORDING INFORMATION

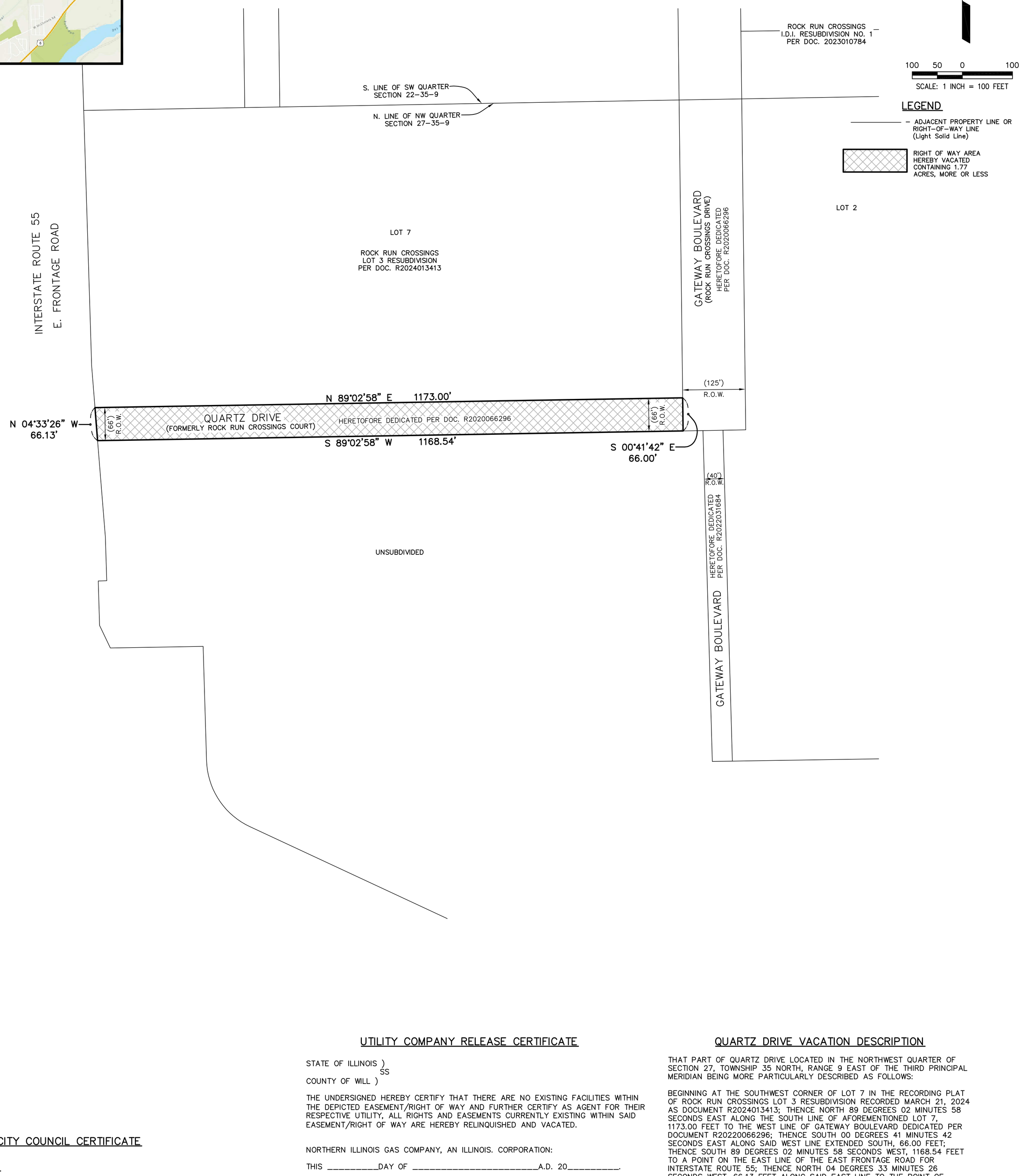
Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS
DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

PLAT OF VACATION
OF
PUBLIC RIGHT OF WAY AND EASEMENTS

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.





LEGEND

— ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)

RIGHT OF WAY AREA HEREBY VACATED CONTAINING 1.77 ACRES, MORE OR LESS

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY ORDINANCE_____OF THE CITY COUNCIL OF THE CITY OF JOLIET ON

_____A.D.,20___

_____ _____
MAYOR CITY CLERK

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS

ON THE _____ DAY OF _____, A.D., 20____

AT _____ O'CLOCK __.M.

_____
RECORDER OF DEEDS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF _____, A.D., 20____.

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2027

UTILITY COMPANY RELEASE CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

THE UNDERSIGNED HEREBY CERTIFY THAT THERE ARE NO EXISTING FACILITIES WITHIN THE DEPICTED EASEMENT/RIGHT OF WAY AND FURTHER CERTIFY AS AGENT FOR THEIR RESPECTIVE UTILITY, ALL RIGHTS AND EASEMENTS CURRENTLY EXISTING WITHIN SAID EASEMENT/RIGHT OF WAY ARE HEREBY RELINQUISHED AND VACATED.

NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS. CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

ILLINOIS BELL TELEPHONE COMPANY DBO AT&T ILLINOIS, AN ILLINOIS CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

COMCAST CABLE COMMUNICATIONS, INC.:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

CITY OF JOLIET-PUBLIC UTILITIES, ITS SUCCESSORS AND ASSIGNS:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

CITY OF JOLIET-PUBLIC WORKS, ITS SUCCESSORS AND ASSIGNS:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

QUARTZ DRIVE VACATION DESCRIPTION

THAT PART OF QUARTZ DRIVE LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF AFOREMENTIONED LOT 7, 1173.00 FEET TO THE WEST LINE OF GATEWAY BOULEVARD DEDICATED PER DOCUMENT R20220066296; THENCE SOUTH 00 DEGREES 41 MINUTES 42 SECONDS EAST ALONG SAID WEST LINE EXTENDED SOUTH, 66.00 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 58 SECONDS WEST, 1168.54 FEET TO A POINT ON THE EAST LINE OF THE EAST FRONTAGE ROAD FOR INTERSTATE ROUTE 55; THENCE NORTH 04 DEGREES 33 MINUTES 26 SECONDS WEST, 66.13 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: PLAT OF VACATION-QUARTZ
DRAWN BY: AJB FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 01-12-26 JOB NO.: 849.013
PROJECT REFERENCE: 849.001, 849.004 & 849.011
CHECKED BY: JRP 03-24-26
REVISED 03-24-26\AJB ADDED VACATION LEGAL DESCRIPTION

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/25/2026 BY: JEFF PANKOW
DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\PLAT OF VACATION-QUARTZ.DWG

ORDINANCE NO. _____

ORDINANCE VACATING A 1.7-ACRE PORTION OF QUARTZ DRIVE RIGHT-OF-WAY AND EASEMENTS (Rock Run Crossings Drive, Phase 2 Subdivision)

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City of Joliet to vacate and release the right-of-way identified and described in Exhibit "A".

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

SECTION 1: That the right-of-way described in Exhibit "A" are hereby vacated and released.

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: Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000
ADDRESS: Quartz Drive west of Gateway Drive
PLAN COMMISSION APPROVED: Yes
EASEMENT RESERVED: No
PLAT ATTACHED: Yes
CED DOC. NO.: V-1-26

PREPARED BY: Ray Heitner, 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

PART OF THE SOUTHWEST QUARTER OF SECTION 22 AND 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000


Site Plan Data
Entertainment
Hotel
Retail
Multifamily
Food & Beverage
Healthcare / Office
THE VIEW
80
55
230,000 VPD
GATEWAY BLVD
INTERCHANGE
EXIT 251
ROCKRUN
COLLECTION

DATE: April 16, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: P-2-26: Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision

V-1-26: Vacation of Approximately 1.7 Acres of Quartz Drive

GENERAL INFORMATION:

APPLICANT:	Cullinan Joliet, LLC
STATUS OF APPLICANT:	Developer
REQUESTED ACTION:	Approval of a preliminary plat and plat of vacation
PURPOSE:	To create a three-lot commercial subdivision
EXISTING ZONING:	B-2 (Central Business District)
LOCATION:	South of Olympic Boulevard and west of Gateway Boulevard and Quartz Drive, west of Gateway Boulevard
SIZE:	P-2-26 = approximately 40.4 acres V-1-26 = approximately 1.7 acres
EXISTING LAND USE:	Undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Undeveloped; B-2 (Central Business District)
SOUTH: Undeveloped; B-2 (Central Business District)
EAST: Warehouse; I-1 (Light Industrial)
WEST: Interstate 55; Shorewood OCI (Office, Commercial, Institutional), Shorewood ORI (Office, Research, Light Industrial)

SITE HISTORY: The subject property lies within the Rock Run Crossings Redevelopment Project Area, which has been designated as a Tax Increment Financing District ("TIF District") since 2021. When it was created, it was the intention of the TIF District to include a future mixed-use development that would contain commercial retail, restaurant,

entertainment attractions, recreational amenities, and a multi-family residential neighborhood over the entire 309-acre District area.

The subject property is approximately 40.4 acres and is made up of Lot 7 from the Rock Run Crossings Lot 3 Resubdivision, which was platted in 2024. The property has remained undeveloped throughout the past several years. Right-of-way for Rock Run Crossings Drive shifted briefly to the west but has since been reestablished along its original alignment.

SPECIAL INFORMATION: The applicant seeks approval of the Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision and a Plat of Vacation of approximately 1.7 acres of Quartz Drive to allow development of a three-lot commercial subdivision in the subject portion of the Rock Run Collection development. All three lots would have frontage along Rock Run Crossings Drive. Lot 3 would have frontage on both Rock Run Crossings Drive and Gateway Boulevard. Lots 2 and 3 will likely be further subdivided in the future as additional development in this area materializes. Lot 1 would be occupied by a future commercial tenant. A 10-foot landscaping easement would be provided along the Rock Run Crossings Drive and Gateway Boulevard frontages. The developer would be responsible for extending water and sanitary sewer mains down Rock Run Crossings Drive to service Lot 1 at the subdivision's southern end.

The applicant is also requesting a vacation of Quartz Drive to accommodate shifting development patterns within the southern portion of the subject area. A temporary turnaround is shown at the southern end of Rock Run Crossings Drive. This turnaround will be released when Rock Run Crossings Drive is expanded further south as property to the south develops. ComEd has confirmed that it does not have any utilities within the existing Quartz Drive right-of-way. The applicant is working with NICOR to determine if any of its utilities exist within the subject area. As of the writing of this staff report, staff have not received any notice of existing utilities from other providers.

ANALYSIS: Approval of the preliminary plat and plat of vacation would allow for future development of a three-lot commercial subdivision. All three lots have sufficient access and frontage along either Rock Run Crossings Drive or Gateway Boulevard. The developer has committed to expanding public utilities as necessary to service the development.

RECOMMENDED ACTION: Staff recommend the Plan Commission recommend approval of the Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision and a Plat of Vacation of approximately 1.7 acres of Quartz Drive to the City Council.

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

__X__ **Preliminary Plat**
_____ **Final Plat**
__X__ **Recording Plat**

NAME OF SUBDIVISION: Resubdivision of Lot 7 & Part of the NW Quarter of Section 27, Township 35 North, Range 9 East in Rock Run Crossings

NAME OF PETITIONER: Cullinan Joliet, LLC

CELL #: [redacted] **E-MAIL**: [redacted]

HOME ADDRESS: N/A

CITY, STATE, ZIP: N/A

HOME PHONE: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Suite 200B

CITY, STATE, ZIP: Burr Ridge, IL 60527

BUSINESS PHONE: [redacted]

INTEREST OF PETITIONER: Preliminary and Recording Plat for Resubdivision of Lot 7

NAME OF LOCAL AGENT: Jim Testin, Cullinan Properties Development Manager

ADDRESS: 760 Village Center Drive, Suite 200B PHONE: [redacted]

OWNER: Cullinan Joliet LLC; Contact: Jim Testin - Development Manager

HOME ADDRESS: N/A PHONE: N/A

CITY, STATE, ZIP: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Ste. 200B PHONE: [redacted]

CITY, STATE, ZIP: Burr Ridge, IL 60527

CELL #: N/A **E-MAIL**: [redacted]

ENGINEER: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

LAND SURVEYOR: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

ATTORNEY: Rick Joseph

ADDRESS: 416 Main Street, Peoria, IL 61602 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY:

Attached

COMMON ADDRESS: N/A, No Address Assigned

PERMANENT INDEX NUMBER (Tax No.): Part of 05-06-22-305-001-0000 and 05-06-27-100-011-0000

SIZE: Approximately 40.4 acres

NO. OF LOTS: 3 plus RRC Blvd Dedication

PRESENT USE: Vacant EXISTING ZONING: B-2

USES OF SURROUNDING PROPERTIES: North: B-2, Vacant

South: B-2 Vacant

East: I-1, Industrial

West: I55, Shorewood Industrial

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary plat? No, commercial lots

If yes, what amount?

(Acknowledgment by Park District Official) N/A

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes ✓ No ____ If yes, list the Case number and name: PUD-7-23, PUD-8-23

Is any variance from the Subdivision Regulations being requested? Yes ____ No ✓

If yes, describe:

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [redacted], hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 11-20-25 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 20 day of November, 20 25

[redacted]
Notary Public

My Commission Expires: February 7, 2028

[redacted]

Legal Description

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R 2024013413, IN WILL COUNTY, ILLINOIS.

ALSO INCLUDING THAT PART OF THE VACATED PORTION OF ROCK RUN CROSSING DRIVE DEDICATED PER DOCUMENT R2024013413 LYING SOUTH OF OLYMPIC BOULEVARD AND VACATED PER DOCUMENT R 2025058040.

ALSO INCLUDING THAT PART OF THE VACATED PORTION OF QUARTZ DRIVE DEDICATED PER DOCUMENT R2020066296 AND VACATED PER DOCUMENT #

ALSO INCLUDING THAT PORTION OF THE NORTHWEST QUARTER SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF QUARTZ DRIVE DEDICATED PER DOCUMENT R2020066296, SAID POINT BEING 39.65 FEET WEST OF THE WEST LINE OF GATEWAY BOULEVARD DEDICATED PER DOCUMENT R 2020066296; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 39.65 FEET TO THE WEST LINE OF GATEWAY BOULEVARD; THENCE SOUTH 01 DEGREES 37 MINUTES 28 SECONDS EAST, 89.94 FEET ALONG THE WEST LINE OF GATEWAY BOULEVARD; THENCE SOUTH 89 DEGREES 18 MINUTES 18 SECONDS WEST, 1203.82 FEET; THENCE NORTH 04 DEGREES 38 MINUTES 02 SECONDS WEST, 84.73 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED QUARTZ DRIVE; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 1168.54 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, IL.

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:

Rock Run Crossings Blvd/Gateway Blvd/Olympic Rd; No address assigned

PIN(s): Lot 7 of the Rock Run Crossings Lot 3 Resubdivision (R2024013413), Part of 05-06-22-305-001-0000 and Part of 0506271000110000

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

_____

_____

_____

_____

E-MAIL [redacted] **FAX:** _____

DocuSign Envelope ID: 1C16D045-D9BF-49AC-8707-703D0235C970

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: [redacted]

DATE: 1/9/26

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

_____

[redacted]

PRINT

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT
FOR
ROCK RUN CROSSINGS DRIVE - PHASE 2 SUBDIVISION

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413; THE FORMER RIGHT OF WAY OF ROCK RUN CROSSINGS DRIVE VACATED PER DOCUMENT R2025058040; QUARTZ DRIVE DEDICATED PER DOCUMENT R202066296 LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOT 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN

PERMANENT INDEX NUMBER:
05-06-22-302-001-0020

ROCK RUN CROSSINGS DRIVE SUBDIVISION (±40.404 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	2.463 ACRES
LOT 2	13.476 ACRES
LOT 3	22.077 ACRES
AVERAGE	12.672 ACRES
R.O.W. DEDICATION	2.387 ACRES

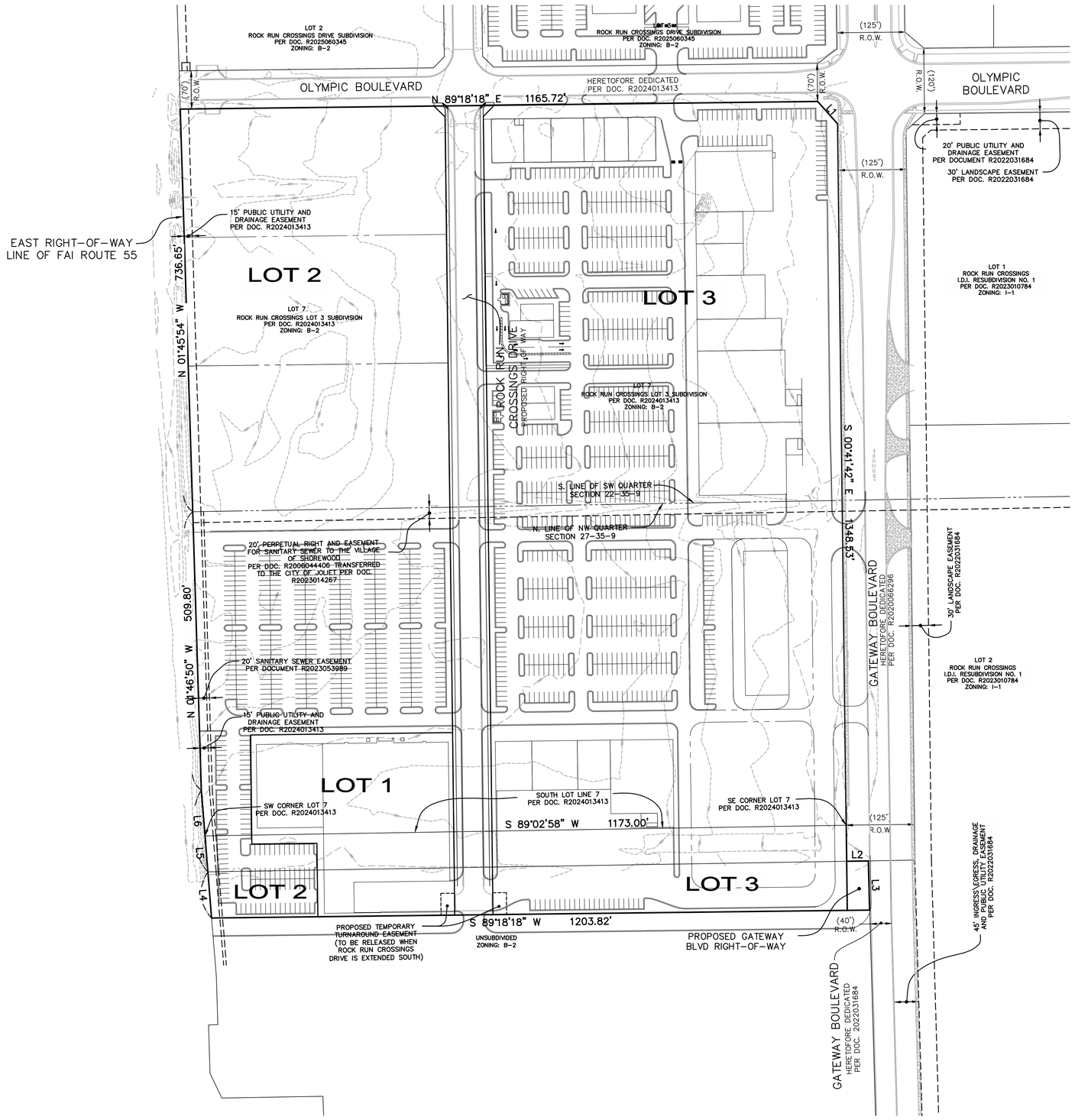
N

100 50 0 100
SCALE: 1 INCH = 100 FEET



VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 41°43'29" E	55.30'
L2	N 89°02'58" E	39.65'
L3	S 01°37'28" E	89.94'
L4	N 04°38'02" W	84.73'
L5	N 04°33'26" W	66.13'
L6	N 04°33'26" W	83.44'



SURROUNDING OWNERSHIP:

CULLINAN JOLIET, LLC EXCEPT:

- LOT 1 & LOT 2 ROCK RUN CROSSINGS IDI RESUBDIVISION OF LOT 1 OWNER: IDI ROCK RUN CROSSINGS, LLC

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478); THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101; SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1, 2 AND 3 IS B-2 (CENTRAL BUSINESS) WITH A PUD.

13. STORMWATER DETENTION FOR PROPOSED LOTS 1, 2 AND 3 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1, 2 AND 3 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, GATEWAY BOULEVARD AND OLYMPIC BOULEVARD. THERE SHALL BE NO DIRECT ACCESS TO INTERSTATE ROUTE 55.

OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DANE CULLINAN
OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

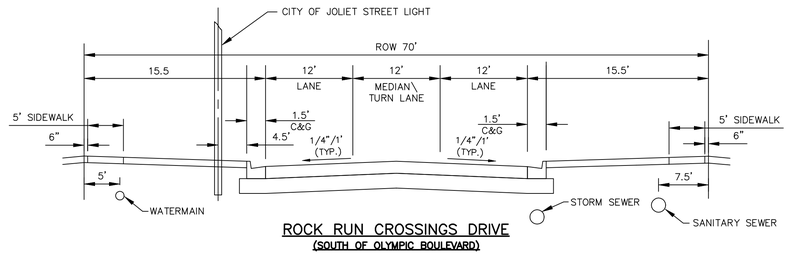
LEGAL DESCRIPTION

LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413; THE FORMER RIGHT OF WAY OF ROCK RUN CROSSINGS DRIVE VACATED PER DOCUMENT R2025058040; QUARTZ DRIVE DEDICATED PER DOCUMENT R202066296 LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOT 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICLULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED AS DOCUMENT R2024013413, SAID POINT ALSO BEING ON THE SOUTH LINE OF OLYMPIC BOULEVARD DEDICATED PER SAID DOCUMENT; THE FOLLOWING TWO COURSES ARE ALONG THE SOUTHERLY LINE OF SAID OLYMPIC BOULEVARD); THENCE NORTH 89 DEGREES 18 MINUTES 18 SECONDS EAST, 1165.72 FEET; 2) THENCE SOUTH 41 DEGREES 43 MINUTES 29 SECONDS EAST, 55.30 FEET TO THE WESTERLY LINE OF GATEWAY BOULEVARD AS DEDICATED PER DOCUMENT R2020006296; THENCE SOUTH 00 DEGREES 41 MINUTES 42 SECONDS EAST, 1348.53 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST, 39.65 FEET TO THE WEST LINE OF GATEWAY DRIVE AS DEDICATED PER DOCUMENT R2022031684; THENCE SOUTH 01 DEGREE 37 MINUTES 28 SECONDS EAST, 89.94 FEET ALONG SAID WEST LINE; THENCE SOUTH 89 DEGREES 18 MINUTES 18 SECONDS WEST, 1203.82 FEET TO THE EASTERLY LINE OF FAI ROUTE 55 PER DOCUMENT; THE FOLLOWING FOUR COURSES ARE ALONG SAID EASTERLY LINE; 1) THENCE NORTH 04 DEGREES 38 MINUTES 02 SECONDS WEST, 84.73 FEET; 2) THENCE NORTH 04 DEGREES 33 MINUTES 26 SECONDS WEST, 149.57 FEET; 3) THENCE NORTH 01 DEGREE 46 MINUTES 50 SECONDS WEST, 509.80 FEET; 4) THENCE NORTH 01 DEGREE 45 MINUTES 54 SECONDS WEST, 736.65 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

SITE DATA TABLE			
LOT #	1	2	3
ZONING	B-2	B-2	B-2
PUD	YES	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%	0%
PROPOSED RCN	94	94	94
EXISTNG TREE COVERAGE	0%	0%	0%
BUILDING SQ. FT.	TBD	TBD	TBD

* SUBJECT TO CHANGE



ROCK RUN CROSSINGS DRIVE
(SOUTH OF OLYMPIC BOULEVARD)

2" HMA SURFACE COURSE MIX "D", IL9.5, N70
6" HMA BINDER COURSE IL-19.0, N70
12" AGGREGATE SUBGRADE IMPROVEMENT

LEGEND

EXISTING	PROPOSED	DESCRIPTION
◎	◉	MANHOLE
○	●	CATCH BASIN
□	□	INLET
	◀	END SECTION
-(C)-	-(C)-	STORM SEWER
-(C)-	-(C)-	SANITARY SEWER
-W-	-W-	WATERMAIN
⊗	◒	VALVE & BOX
◎	◉	WATER VALVE IN VAULT
♉	♉	FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ _____
CHAIRPERSON SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ _____
MAYOR CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: LOT 7 RESUB PREPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 11-10-25 JOB NO.: 849.013
XREF : 849.001 & 849.004 PROJECT MANAGER : MMW
CHECKED BY:
REV.: 12-12-25/KMS, 01-12-26/KMS, 03-02-26/DFM

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/6/2026 BY: KRISTIN STAERKEL DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\LOT 7 RESUB PREPLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE

PRELIMINARY PLAT
FOR
ROCK RUN CROSSINGS DRIVE - PHASE 2 SUBDIVISION

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

THIS PLAT IS NOT FOR RECORDING.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS
		DRAINAGE DIRECTION
		OVERLAND FLOOD ROUTE

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

LOT 2
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

15'x15' PUBLIC UTILITY EASEMENT PER DOC. 2022031684

PROPOSED ADA CURB RAMP

OLYMPIC BOULEVARD HERETOFORE DEDICATED PER DOC. R2024013413

LOT 3
ROCK RUN CROSSINGS DRIVE SUBDIVISION PER DOC. R2025060345 ZONING: B-2

EXISTING HMA PAVEMENT WITH B6-12 CURB & GUTTER

(70') R.O.W.

N 89°18'18" E 464.03'

S 45°41'42" E 28.28'

N 44°18'18" E 28.28'

N 89°18'18" E 1165.72'

N 89°18'18" E 591.69'

S 41°43'29" E 55.30'

(120') R.O.W.

20' PUBLIC UTILITY & DRAINAGE EASEMENT PER DOC 2022031684

(125') R.O.W.

PROPOSED DRAINAGE DIRECTION (typ.)

15' PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. R2024013413

E. FRONTAGE ROAD

N 01°46'54" W 736.65'

LOT 2
LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC. R2024013413 ZONING: B-2

LOT 3

LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC: R2024013413 ZONING: B-2

LOT 1
ROCK RUN CROSSINGS I.D.I. RESUBDIVISION NO. 1 PER DOC. R2023010784 ZONING: I-1

30' LANDSCAPE EASEMENT PER DOC. R2022031684

S 00°41'42" E 1126.69'

PROPOSED HMA PAVEMENT WITH B6-12 CURB & GUTTER (SEE SECTION)

N 00°41'42" W 1459.99'

S. LINE OF SW QUARTER SECTION 22-35-9

N. LINE OF NW QUARTER SECTION 27-35-9

S 00°41'42" E 1348.53'

20' PERPETUAL RIGHT AND EASEMENT FOR SANITARY SEWER TO THE VILLAGE OF SHOREWOOD PER DOC: R2006044406 TRANSFERRED TO THE CITY OF JOLIET PER DOC. R2023014267

ROCK RUN CROSSINGS DRIVE
PROPOSED RIGHT OF WAY

GATEWAY BOULEVARD
HERETOFORE DEDICATED PER DOC. R2020066296

EXISTING HMA PAVEMENT WITH B6-12 CURB & GUTTER WIDTH VARIES

N 01°46'50" W 509.80'

20' SANITARY SEWER EASEMENT PER DOCUMENT R2023053989

15' PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. R2024013413

EAST RIGHT-OF-WAY LINE OF FAI ROUTE 55

N 89°18'18" E 369.28'

LOT 1

LOT 2

LOT 7
ROCK RUN CROSSINGS LOT 3 SUBDIVISION PER DOC. R2024013413 ZONING: B-2

SW CORNER LOT 7 PER DOC. R2024013413

SOUTH LOT LINE 7 PER DOC. R2024013413

SE CORNER LOT 7 PER DOC. R2024013413

N 04°33'26" W 834.44'

N 00°41'42" W 199.40'

S 00°41'42" E 333.90'

S 89°18'18" W 119.00'

N 89°18'18" E 134.50'

N 04°33'26" W 834.13'

N 04°36'07" W 834.13'

S 89°02'58" W 39.65'

S 01°12'28" E 89.94'

PROPOSED GATEWAY BLVD RIGHT-OF-WAY

TEMPORARY TURNAROUND

25.00' 40.00' 70.00' 25.00' 40.00'

250.28' 194.44' S 89°18'18" W 1203.82' 889.10'

PROPOSED TEMPORARY TURNAROUND EASEMENT (TO BE RELEASED WHEN ROCK RUN CROSSINGS DRIVE IS EXTENDED SOUTH)

UNSUBDIVIDED
ZONING: B-2

45' INGRESS\EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT PER DOC. R2022031684

Sanitary Manhole Rim=(594.98) Inv.=(583.48 N) Inv.=(583.38 W)
Catch Basin Rim=(585.52) Inv.=(576.49 N) Inv.=(576.80 W)
Storm Manhole Rim=(577.93) Inv.=(569.73)
Sanitary Manhole Rim=(578.20) Inv.=(565.80)
Sanitary Manhole Rim=(586.35) Inv.=(575.85)
Sanitary Manhole Rim=(579.79) Inv.=(570.34 N) Inv.=(570.65 W)
Storm Manhole Rim=(582.32) Inv.=(572.12)
Storm Manhole Rim=(578.99) Inv.=(571.59)

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: LOT 7 RESUB PREPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 11-10-25 JOB NO.: 849.013
XREF : 849.001 & 849.004 PROJECT MANAGER : MMW
CHECKED BY:
REV.: 12-12-25/KMS, 01-12-26/KMS, 03-02-26/DFM

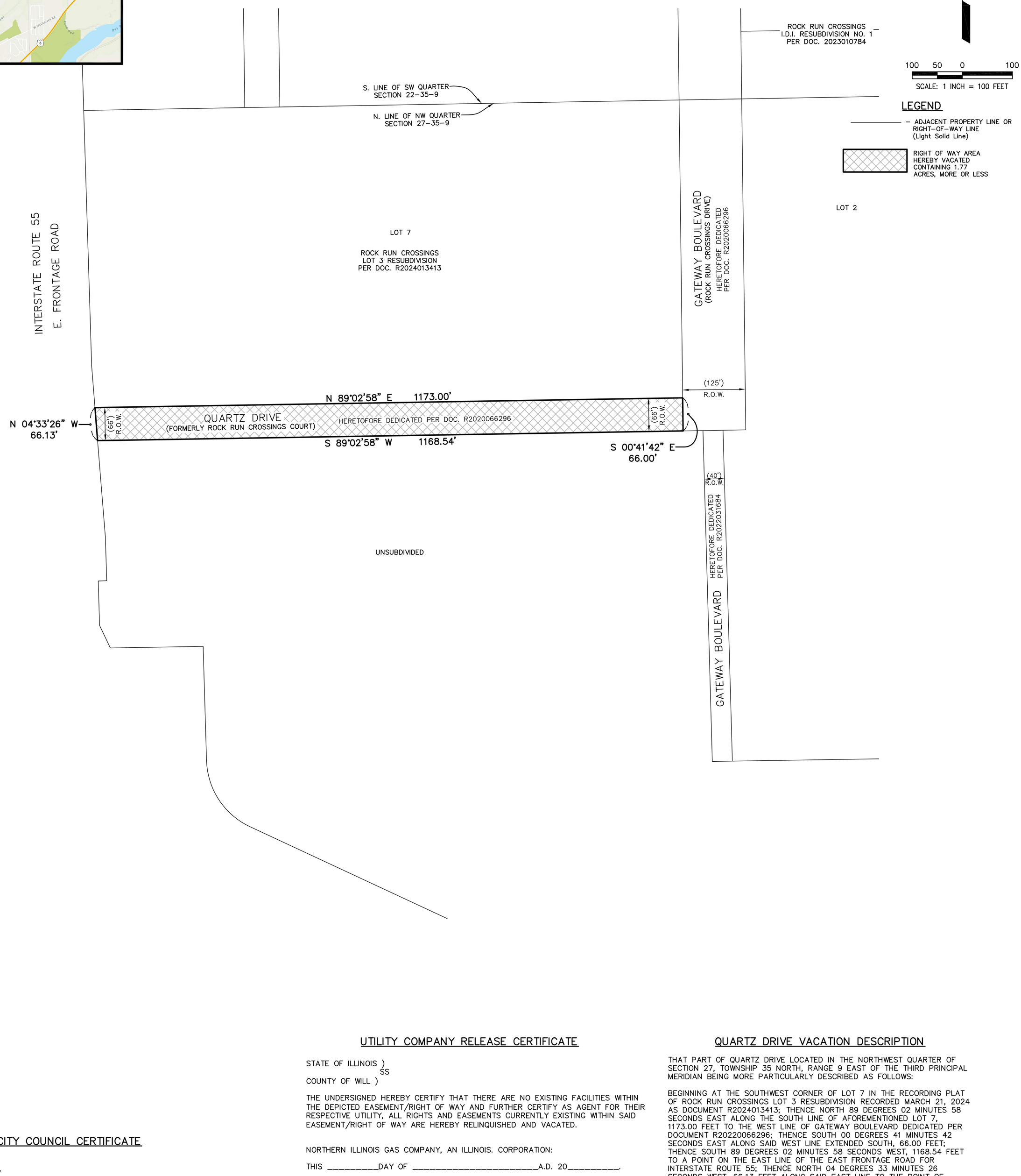
Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/9/2026 BY: KRISTIN STAEKEL DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\LOT 7 RESUB PREPLAT.DWG

PLAT OF VACATION
OF
PUBLIC RIGHT OF WAY AND EASEMENTS

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.





LEGEND

— ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)

RIGHT OF WAY AREA HEREBY VACATED CONTAINING 1.77 ACRES, MORE OR LESS

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY ORDINANCE_____OF THE CITY COUNCIL OF THE CITY OF JOLIET ON

_____A.D.,20___

_____ _____
MAYOR CITY CLERK

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS

ON THE _____ DAY OF _____, A.D., 20____

AT _____ O'CLOCK __.M.

_____
RECORDER OF DEEDS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF _____, A.D., 20____.

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2027

UTILITY COMPANY RELEASE CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

THE UNDERSIGNED HEREBY CERTIFY THAT THERE ARE NO EXISTING FACILITIES WITHIN THE DEPICTED EASEMENT/RIGHT OF WAY AND FURTHER CERTIFY AS AGENT FOR THEIR RESPECTIVE UTILITY, ALL RIGHTS AND EASEMENTS CURRENTLY EXISTING WITHIN SAID EASEMENT/RIGHT OF WAY ARE HEREBY RELINQUISHED AND VACATED.

NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS. CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

ILLINOIS BELL TELEPHONE COMPANY DBO AT&T ILLINOIS, AN ILLINOIS CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

COMCAST CABLE COMMUNICATIONS, INC.:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

CITY OF JOLIET-PUBLIC UTILITIES, ITS SUCCESSORS AND ASSIGNS:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

CITY OF JOLIET-PUBLIC WORKS, ITS SUCCESSORS AND ASSIGNS:

THIS _____DAY OF _____A.D. 20_____.

_____ _____
TITLE WITNESS

QUARTZ DRIVE VACATION DESCRIPTION

THAT PART OF QUARTZ DRIVE LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413; THENCE NORTH 89 DEGREES 02 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF AFOREMENTIONED LOT 7, 1173.00 FEET TO THE WEST LINE OF GATEWAY BOULEVARD DEDICATED PER DOCUMENT R20220066296; THENCE SOUTH 00 DEGREES 41 MINUTES 42 SECONDS EAST ALONG SAID WEST LINE EXTENDED SOUTH, 66.00 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 58 SECONDS WEST, 1168.54 FEET TO A POINT ON THE EAST LINE OF THE EAST FRONTAGE ROAD FOR INTERSTATE ROUTE 55; THENCE NORTH 04 DEGREES 33 MINUTES 26 SECONDS WEST, 66.13 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849013 FILE NAME: PLAT OF VACATION-QUARTZ
DRAWN BY: AJB FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 01-12-26 JOB NO.: 849.013
PROJECT REFERENCE: 849.001, 849.004 & 849.011
CHECKED BY: JRP 03-24-26
REVISED 03-24-26\AJB ADDED VACATION LEGAL DESCRIPTION

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 3/25/2026 BY: JEFF PANKOW
DRAWING PATH: P:\849013\DWG\SURVEY\DRAWINGS\PLATS\PLAT OF VACATION-QUARTZ.DWG

AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE JOLIET, IL
FECHA/HORA: 16 DE ABRIL, 2026 - 4:00 P.M.
UBICACIÓN: CÁMARAS DEL CONSEJO MUNICIPAL
150 W JEFFERSON STREET, JOLIET
DESCRIPCIÓN DE LA SOLICITUD:
P- 2 -26; PLANO PRELIMINAR DE LA SUBDIVISIÓN ROCK RUN CROSSINGS DRIVE – FASE 2 (AL SUR DE OLYMPIC BOULEVARD Y AL OESTE DE GATEWAY BOULEVARD)
(PIN # 05-06-22-302-001-0020)
(DISTRITO DEL CONCEJAL #5)
PARA MÁS INFORMACIÓN, LLAME AL:
815-724-4040 O AL 815-724-4050
DEPARTAMENTO DE DESARROLLO COMUNITARIO
CIUDAD DE JOLIET

NOTICE OF PUBLIC MEETING
CITY OF JOLIET, ILLINOIS
DATE/TIME: APRIL 16, 2026 - 4:00 P.M.
LOCATION: CITY HALL COUNCIL CHAMBERS
150 W. JEFFERSON STREET, JOLIET
DESCRIPTION OF REQUEST:
P- 2 -26: PRELIMINARY PLAT OF THE ROCK RUN CROSSINGS DRIVE – PHASE 2 SUBDIVISION (SOUTH OF OLYMPIC BOULEVARD AND WEST OF GATEWAY BOULEVARD)
(PIN # 05-06-22-302-001-0020)
(COUNCIL DISTRICT #5)
FOR MORE INFORMATION CALL:
815-724-4040 OR 815-724-4050
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF JOLIET

NOTICE OF PUBLIC MEETING
CITY OF JOLIET, ILLINOIS
DATE TIME: APRIL 16, 2026 - 4:00 P.M.
LOCATION: CITY HALL COUNCIL CHAMBERS
150 W JEFFERSON STREET, JOLIET

DESCRIPTION OF REQUEST:
V-1-26: VACATION OF QUARTZ DRIVE RIGHT-OF-WAY. (WEST OF GATEWAY BOULEVARD) (COUNCIL DISTRICT #5)

FOR MORE INFORMATION CALL:
815-724-4040 OR 815-724-4050

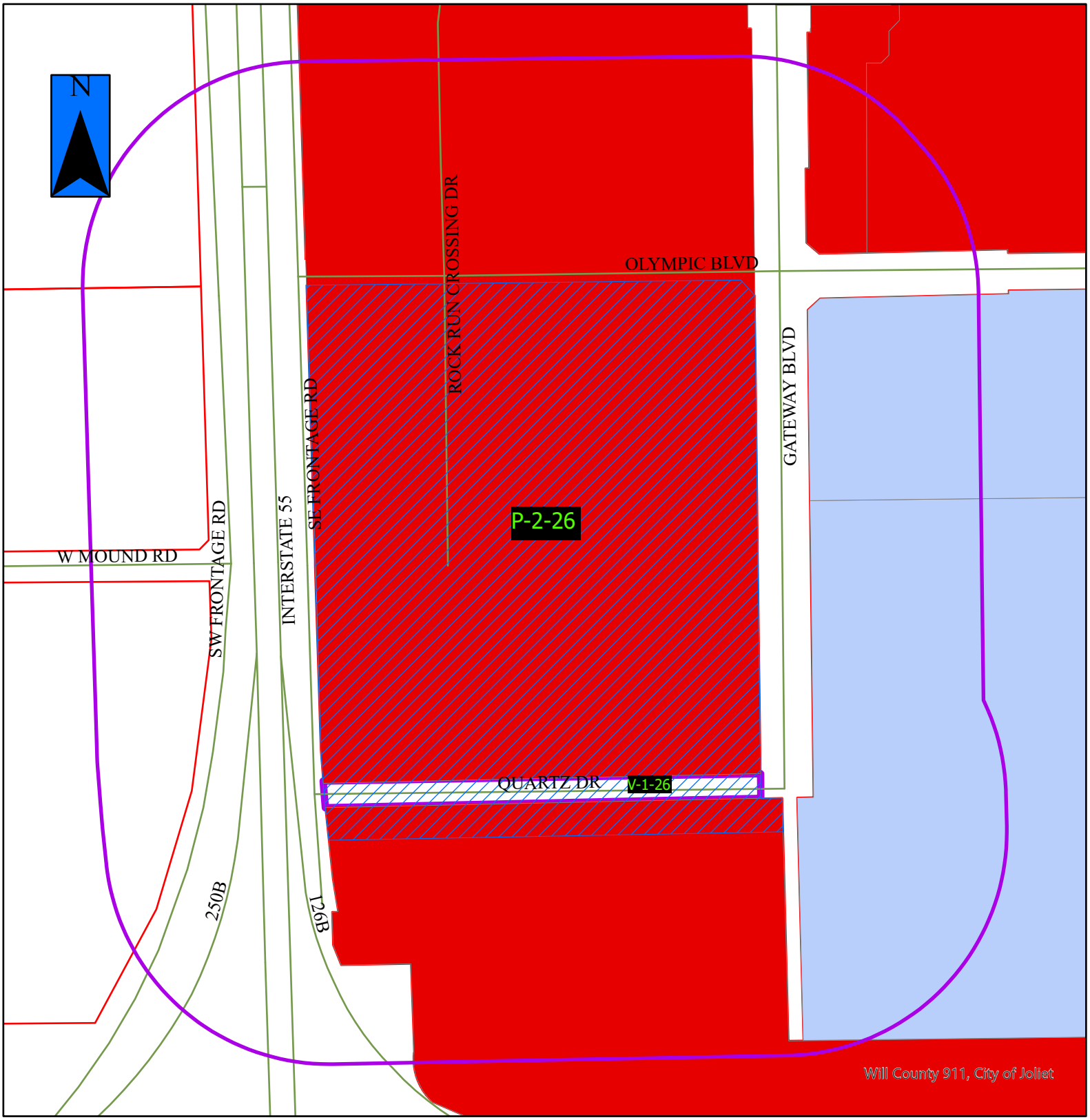
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF JOLIET

AVISO DE AUDIENCIA PUBLICA
CIUDAD DE JOLIET, IL
FECHA/HORA: 16 DE ABRIL, 2026 - 4:00 P.M.
UBICACIÓN: CÁMARAS DEL CONSEJO MUNICIPAL
150 W JEFFERSON STREET, JOLIET

DESCRIPCION DE LA SOLICITUD:
V-1-26: VACIACIÓN DEL DERECHO DE PASO DE QUARTZ DRIVE
(AL OESTE DE GATEWAY BOULEVARD)
(DISTRITO DEL CONCEJAL #5)

PARA MÁS INFORMACION LLAME AL:
815-724-4040 O AL 815-724-4050

DEPARTAMENTO DE DESARROLLO COMUNITARIO
CIUDAD DE JOLIET



P-2-26 / V-1-26

JOLIET PLANNING DIVISION

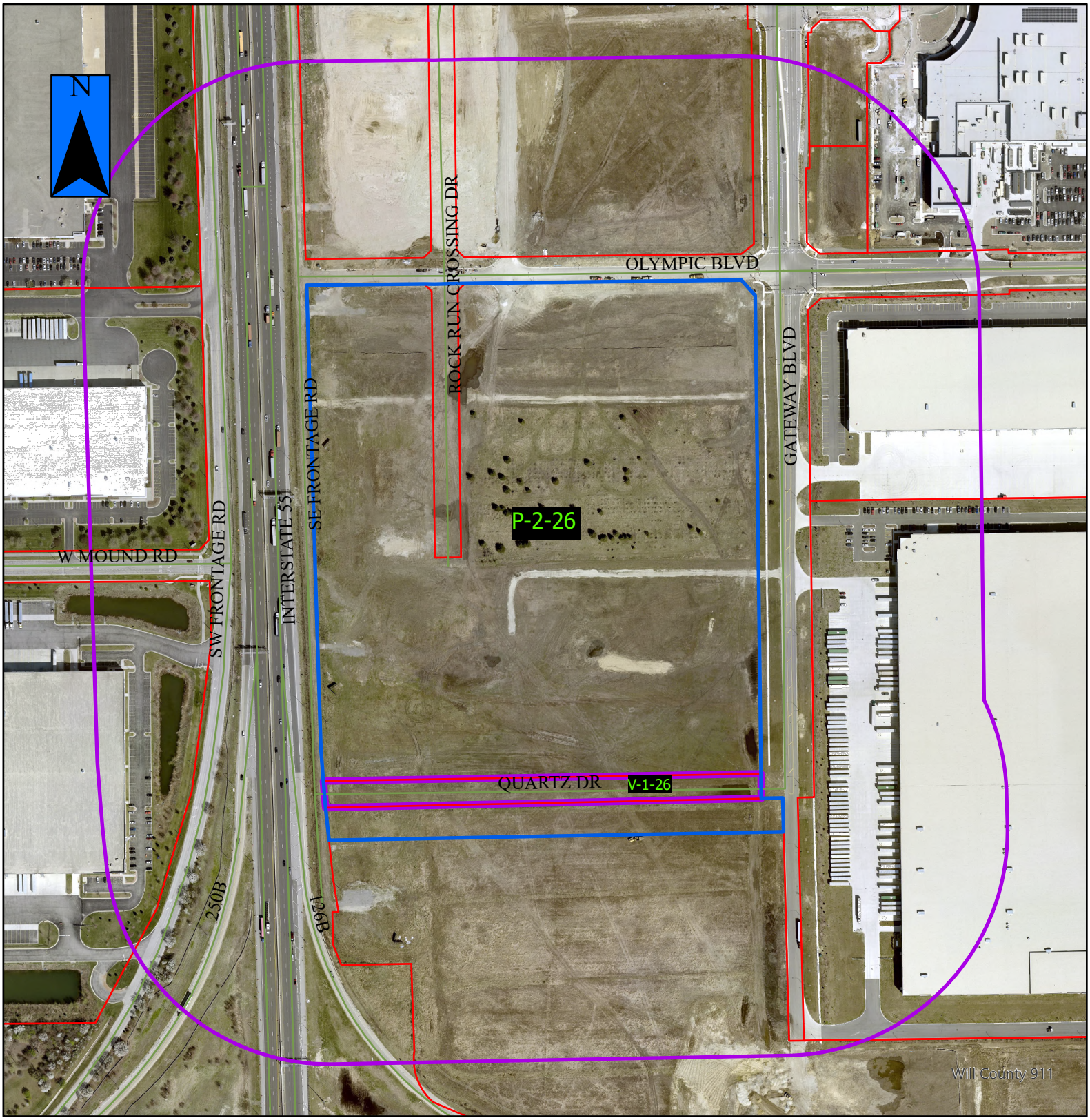
= Property in Question

= 600' Public Notification Boundary

= Vacation in Question

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



P-2-26a / V-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)

= Vacation in Question

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, April 16, 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, John Kella, Wendell Martin, Debbie Radakovich, Michael F. Turk and Scott R. Hammac

Absent Mike Eulitz

APPROVAL OF MINUTES

TMP-9655

Attachments: Plan Commission Meeting Minutes 04-08-26

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve: Plan Commission Meeting Minutes 4-8-26. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

TMP-9656

Attachments: P-2-26_V-1-26_Staff Report Packet.pdf

Planner Raymond Heitner read the staff report into the record. Mr. Jim Testin, Cullinan Properties Development Manager, appeared on behalf of the petitions. 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-2-26: Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision. (South of Olympic Boulevard and West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5)

V-1-26: Vacation of Approximately 1.7 Acres of Quartz Drive. (Quartz Drive, West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9657

Attachments: P-3-26_Shale Road Subdivision Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Testin appeared again on behalf of the petition. No public comments were made in favor of or in opposition to the petition.

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve: P-3-26: Preliminary Plat of Shale Road Subdivision. (1301 Shale Road) (PIN #s 05-06-22-304-001-0000 and 05-06-22-304-004-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9658

Attachments: P-4-26 Lifestyle Center Subdivision Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Testin appeared again on behalf of the petition. A resident came forward to inquire how the development will affect residents, specifically with taxes. Mr. Heitner and Mr. Testin responded.

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to approve: P-4-26: Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision. (East of Rock Run Crossings Drive, West of Gateway Boulevard, and North of Olympic Boulevard) (PIN # Part of 05-06-22-302-002-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9659

Attachments: V-2-26 Staff Report Packet

Mr. Heitner read the staff report into the record. Mr. Nathaniel Washburn appeared on behalf of the petition and answered questions from the Commission. Public comments were made voicing concerns regarding the proposed vacation and related construction. Mr. Washburn responded to the public comments.

A motion was made by Jeff Crompton, seconded by Jason Cox, to approve: V-2-26: Vacation of 76,289 Square Feet of Breen Road, East of Route 53 and Plat of Easement for a Future Public Utility Easement. (Breen Road East of Route 53) (PIN #s 10-11-10-300-001-0000 and 10-11-10-100-010-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9660

Attachments: PUD-4-26 (580 Caton Farm final) Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Washburn appeared again on behalf of the petition and provided additional information regarding the proposed development.

A motion was made by Wendell Martin, seconded by Michael F. Turk, to approve: PUD-4-26: Final Planned Unit Development of 580 Caton Farm. (580 Caton Farm Road) (PIN #s 00-06-36-100-012-0000 and 00-06-36-100-013-0000) (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS

None

NEW BUSINESS

TMP-9759

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to elect Jason Cox as the new Chair of the Plan Commission. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9760

A motion was made by Jeff Crompton, seconded by Jason Cox, to elect Debbie Radakovich as the new Vice Chair of the Plan Commission. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

TMP-9661

Planning Director Jayne Bernhard provided a status update on the City of Joliet Comprehensive Plan, informing the Commission that the plan is currently in Phase 4 of the project schedule, and the consultants are preparing the draft plan. A final community workshop is tentatively scheduled for September.

TMP-9662

Ms. Bernhard provided a status update on the I-80 Des Plaines River Bridge Community Plan, highlighting that city staff continues to work with the consultant and IDOT. A final community meeting is tentatively scheduled for the fall of 2026.

TMP-9663

Ms. Bernhard provided a status update on the Downtown Joliet Equitable Transit Oriented Development (ETOD) Plan. A consultant is currently outlining options for zoning updates, and the Plan Commission is expected to review these options in the summer of 2026, continuing into the fall of 2026.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, 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: 254-26

File ID: 254-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Planning and Zoning **Final Action:**

Title: Ordinances Associated with the Development of Rock Run Crossings Drive, Phase 2 Subdivision

Ordinance Approving a Preliminary Plat for Rock Run Crossings Drive, Phase 2 Subdivision (P-2-26)

Ordinance Approving a Recording Plat for Rock Run Crossings Drive, Phase 2 Subdivision (RP-3-26)

Ordinance Approving a Plat of Vacation for Approximately 1.7 Acres of Quartz Drive (V-1-26)

Agenda Date: 05/05/2026

Attachments: Ordinance - Preliminary Plat_RRC Drive Phase 2, Preliminary Plat, Ordinance - Recording Plat_RRC Drive Phase 2.docx, Recording Plat, Plat of Vacation, Ordinance - V-1-26_Quartz.docx, RRC PUD Site Plan, Plan Commission Staff Report Packet, Plan Commission Meeting Minutes_04.16.2026

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/30/2026	Dustin Anderson	Approve	4/24/2026
1	2	4/30/2026	Todd Lenzie	Approve	5/4/2026
1	3	5/1/2026	Beth Beatty	Approve	5/4/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 255-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with the Development of the Shale Road Subdivision in Rock Run Crossings

Ordinance Approving the Preliminary Plat for the Shale Road Subdivision in Rock Run Crossings (P-3-26)

Ordinance Approving the Recording Plat for the Shale Road Subdivision in Rock Run Crossings (RP-4-26)

BACKGROUND:
The subject property is a 19.8-acre assemblage of Lots 2 and 4 of the Rock Run Crossings Lot 3 Resubdivision. The applicant, Cullinan Joliet, LLC, wishes to subdivide Lot 4 into two lots to create space for future restaurant uses along the western end of Shale Road. The remaining portion of the subject subdivision consists of Lot 3 (Lot 4 of the Rock Run Crossings Lot 3 Resubdivision), which consists of the remainder of the Commercial Retail and Service District functional use zone from the master Planned Unit Development (PUD). This area will be developed with a mixture of restaurant and retail uses and will likely be subdivided further as development plans are finalized. All three new lots would have frontage along Shale Road, with access to sanitary sewer and water mains. Each lot would have a 10-foot landscaping easement along the Shale Road frontage.

The division of the existing Lot 4 from the Rock Run Crossings Lot 3 Resubdivision into two new lots for future restaurant uses is a departure in use from the original PUD Site Plan, which showed a hotel use at the western end of Shale Road. However, eating and drinking establishments are a permitted use within the Commercial Retail and Service District functional use zone. Because of this, staff view the proposed modification as a minor change that does not require reapproval of the PUD.

Approval of the Shale Road Subdivision in Rock Run Crossings will allow for future development of a three-lot commercial subdivision. While the intention of subdividing the existing Lot 4 into two separate lots for future restaurant use is a departure from the original PUD Site Plan, staff views the modification as a minor change, that is permitted without further formal review of the PUD. The proposed uses are allowed within the applicable functional use zone. Other sites within the greater development can also potentially accommodate an additional future hotel use.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on the preliminary plat at its April 16, 2026, meeting. Jim Testin from Cullinan Joliet, LLC, spoke on behalf of the petition. No members of the public spoke in favor of or against the petition. Minutes of the meeting are attached hereto.

RECOMMENDATION OF THE PLAN COMMISSION:
Wendell Martin made a motion to approve the Preliminary Plat of the Shale Road Subdivision. Debbie Radakovich seconded the motion, which passed with seven (7) aye votes and zero (0) nay votes. Voting aye were: Cox, Crompton, Kella, Martin, Radakovich, Turk, and Hammac. Voting nay were: none. Commissioner Eulitz was absent.

RECOMMENDATION OF THE ADMINISTRATION:
Staff concur with the recommendation of the Plan Commission and recommend that the Mayor and City Council approve the following:

1. Ordinance Approving the Preliminary Plat for the Shale Road Subdivision in Rock Run Crossings

2. Ordinance Approving the Recording Plat for the Shale Road Subdivision in Rock Run Crossings

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLAT
(Shale Road Subdivision in Rock Run Crossings)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached preliminary plat is hereby approved, subject to the conditions set forth on the plat or in Exhibit "A" if any.

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: _____

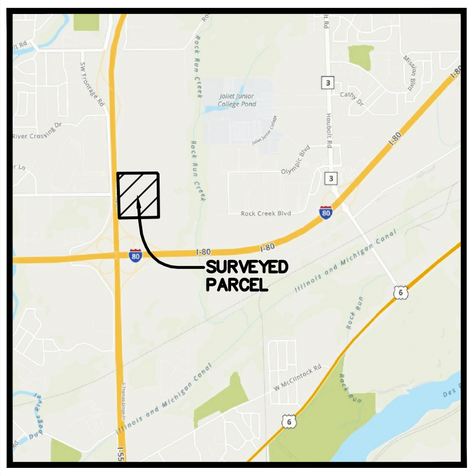
NOT VOTING: _____

SUBDIVISION: Shale Road Subdivision in Rock Run Crossings
PIN: 05-06-22-304-001-0000 and 05-06-22-304-004-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: P-3-26

PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE



VICINITY MAP

PERMANENT INDEX NUMBER:
05-06-22-304-001-0000
05-06-22-304-004-0000

LOT 4 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413, IN WILL COUNTY, ILLINOIS.

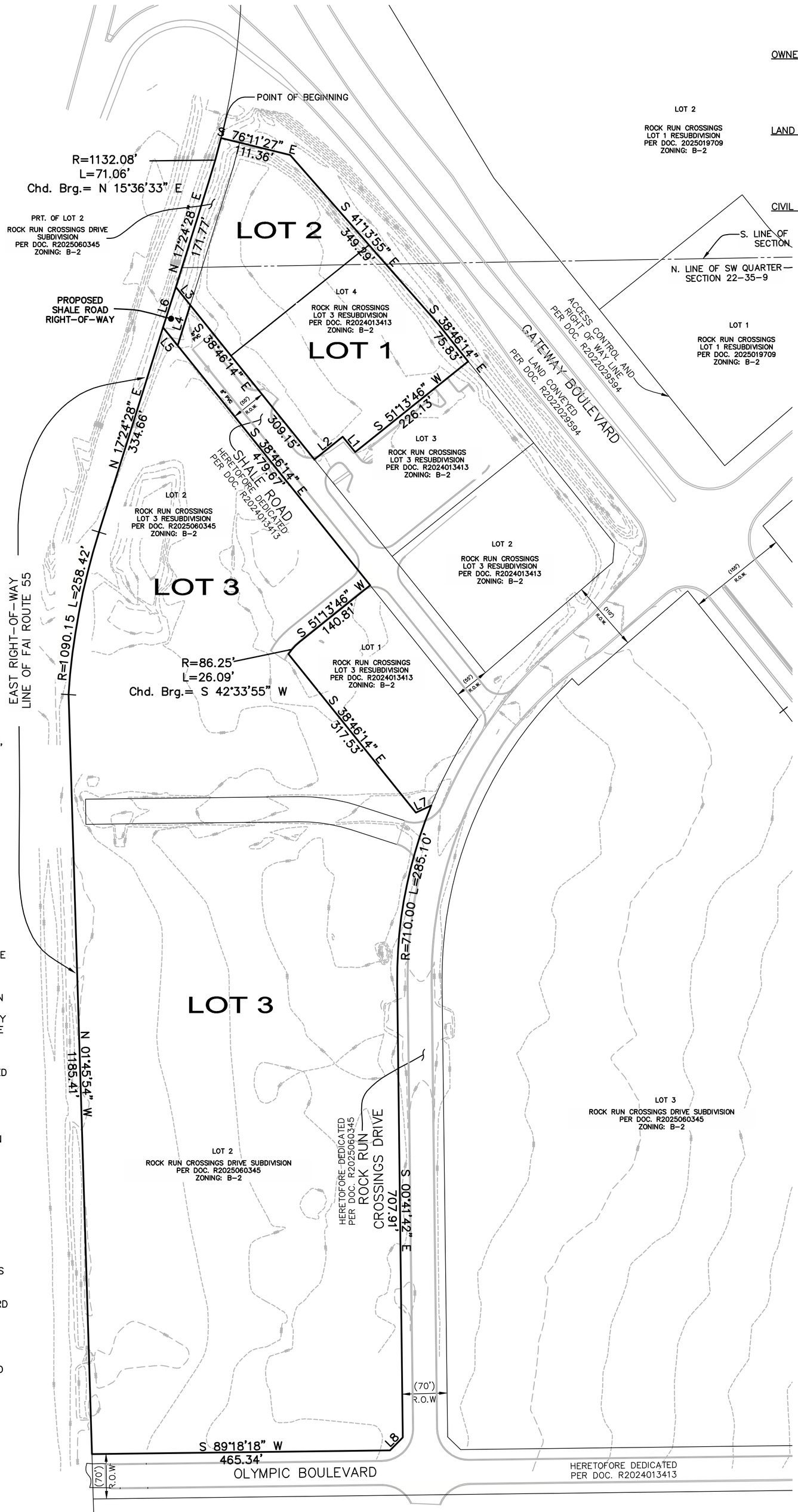
AND ALSO,

LOT 2 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 2025 AS DOCUMENT R2025060345, IN WILL COUNTY, ILLINOIS.

SHALE ROAD SUBDIVISION (±19.825 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	1.498 ACRES
LOT 2	1.318 ACRES
LOT 3	16.963 ACRES
AVERAGE	6.593 ACRES
R.O.W. DEDICATION	0.046 ACRES

N

100 50 0 100
SCALE: 1 INCH = 100 FEET



OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DIANE CULLINAN OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 38°46'14" E	31.00'
L2	N 51°13'46" E	57.00'
L3	S 38°46'14" E	36.11'
L4	N 17°24'28" E	66.20'
L5	S 38°46'14" E	36.11'
L6	N 17°24'28" E	66.20'
L7	N 64°42'55" E	26.55'
L8	S 44°18'18" W	28.28'

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478): THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101: SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

SURROUNDING OWNERSHIP

CULLINAN JOLIET, LLC EXCEPT:

- LOT 2 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION OWNER: CHIC-FIL-A
- LOT 1 IN ROCK RUN CROSSINGS LOT 1 RESUBDIVISION OWNER: RR JOLIET, LLC

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019 – DECEMBER 2025.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1, 2 AND 3 IS B-2 (CENTRAL BUSINESS).

13. STORMWATER DETENTION FOR PROPOSED LOTS 1, 2 AND 3 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1 AND 2 SHALL BE AFFORDED VIA CONNECTION TO SHALE ROAD, AND FULL ACCESS TO PROPOSED LOT 3 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, SHALE ROAD AND OLYMPIC BOULEVARD. THERE SHALL BE NO DIRECT ACCESS TO INTERSTATE ROUTE 55.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ CHAIRPERSON

_____ SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ MAYOR

_____ CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

SITE DATA TABLE			
LOT #	1	2	3
ZONING	B-2	B-2	B-2
PUD	YES	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%	0%
PROPOSED RCN	94	94	94
EXISTNG TREE COVERAGE	0%	0%	0%
BUILDING SQ. FT.	TBD	TBD	TBD

* SUBJECT TO CHANGE

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: SHALE RD SUB PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 01-16-26 JOB NO.: 849.014
XREF : 8ENG TOPO PROJECT MANAGER : MMW
REVISED 02-26-26\DFM PER CITY REVIEW

Copyright © 2026 Cemcon, Ltd. All rights reserved.

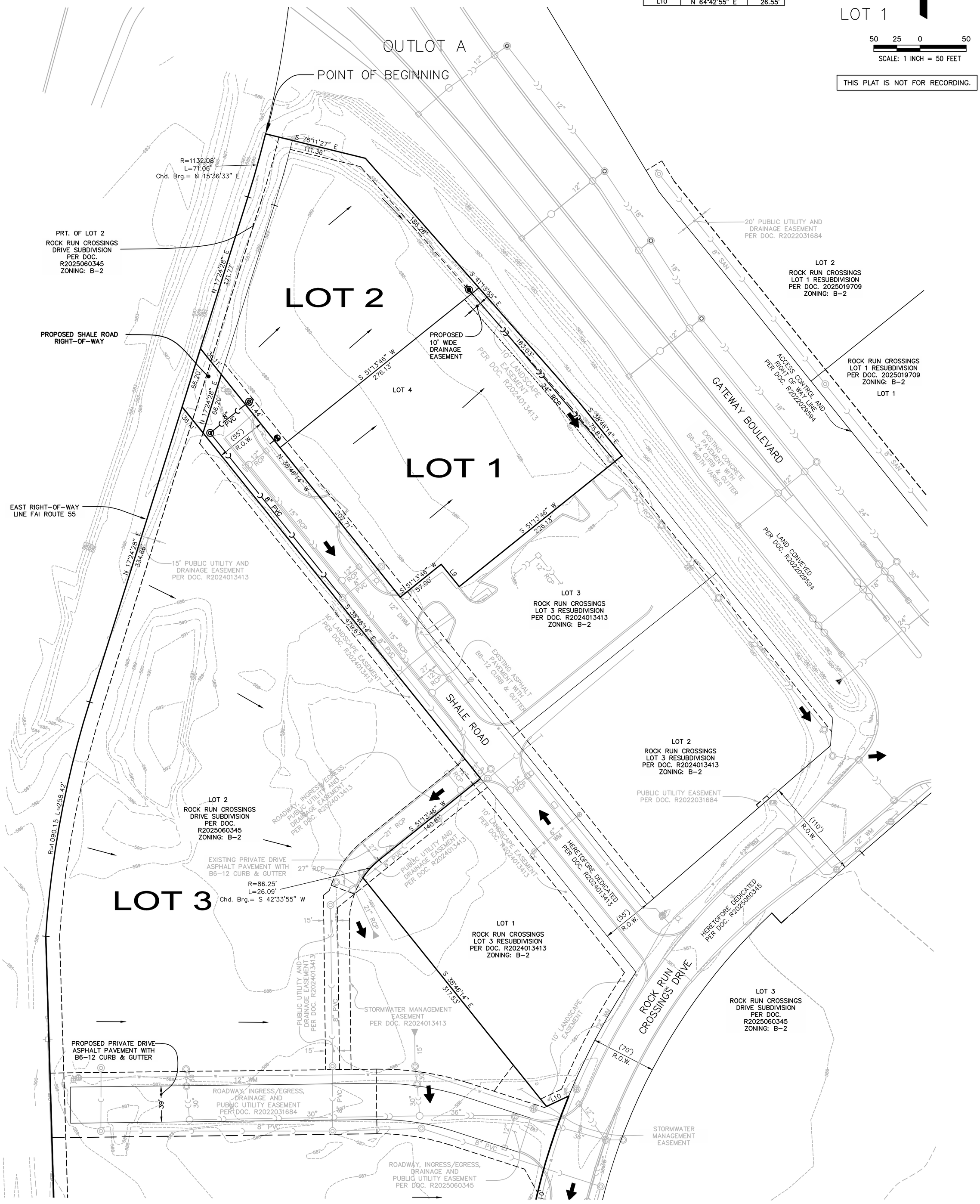
PLOT FILE CREATED: 2/27/2026 BY: DAVE MARRA DRAWING PATH: P:\849014\DWG\ENG\DRAWINGS\PRELIMINARY\SHALE RD SUB PRELIM PLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE

PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

LINE TABLE		
LINE	BEARING	LENGTH
L9	N 38°46'14" W	31.00'
L10	N 64°42'55" E	26.55'



LOT 1

50 25 0 50

SCALE: 1 INCH = 50 FEET

THIS PLAT IS NOT FOR RECORDING.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: SHALE RD SUB PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 01-16-26 JOB NO.: 849.014
XREF : 8ENG TOPO PROJECT MANAGER : MMW
REVISED 02-26-26\DFM PER CITY REVIEW

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 2/27/2026 BY: DAVE MARRA DRAWING PATH: P:\849014\DWG\ENG\DRAWINGS\PRELIMINARY\SHALE RD SUB PRELIM PLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE

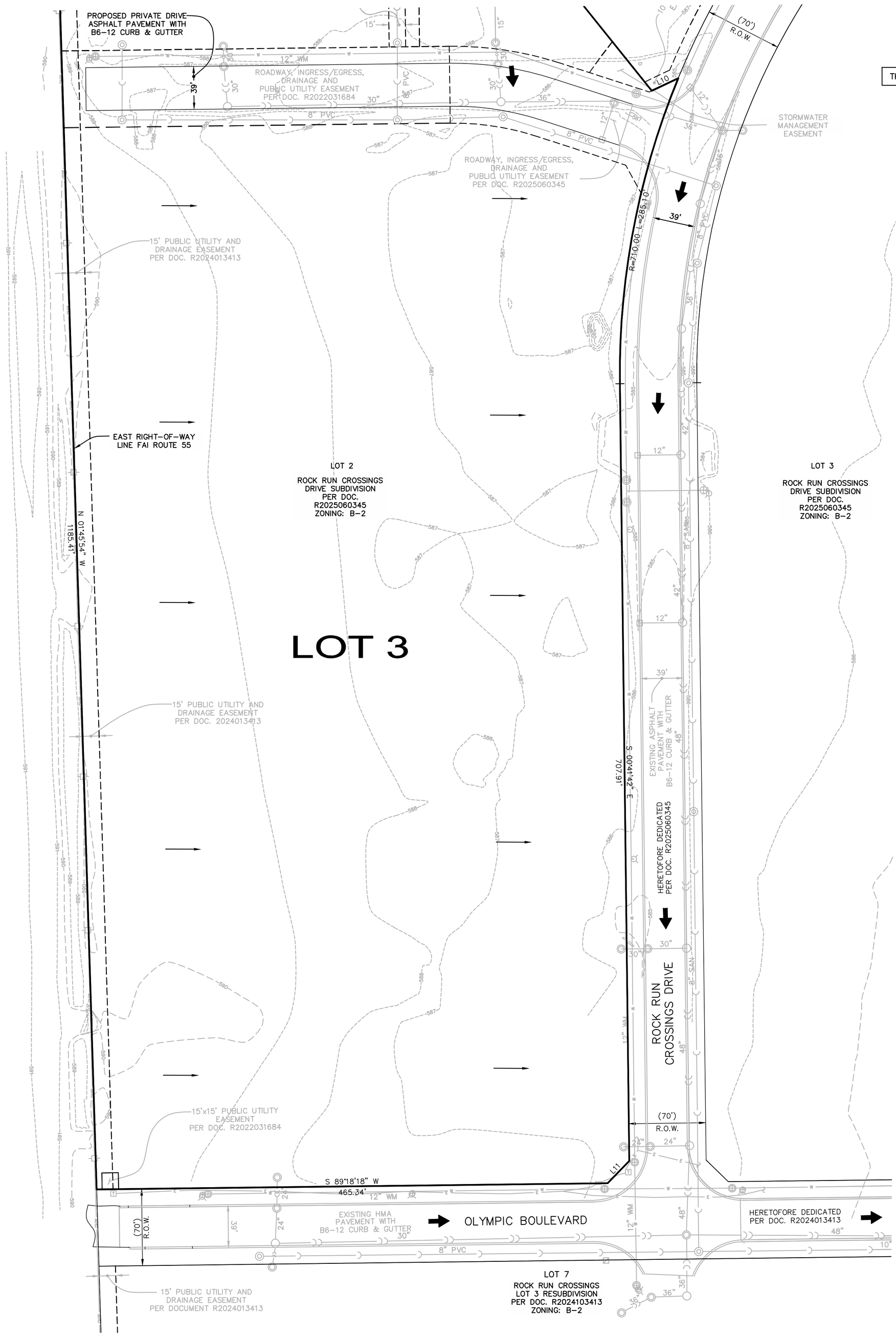
PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION
IN ROCK RUN CROSSINGS

LINE TABLE		
LINE	BEARING	LENGTH
L10	N 64°42'55" E	26.55'
L11	S 44°18'18" W	28.28'

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

THIS PLAT IS NOT FOR RECORDING.



LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: SHALE RD SUB PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 01-16-26 JOB NO.: 849.014
XREF : 8ENG TOPO PROJECT MANAGER : MMW
REVISED 02-26-26\DFM PER CITY REVIEW

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 2/27/2026 BY: DAVE MARRA DRAWING PATH: P:\849014\DWG\ENG\DRAWINGS\PRELIMINARY\SHALE RD SUB PRELIM PLAT.DWG

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORDING PLAT
(Shale Road Subdivision in Rock Run Crossings)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached recording plat of subdivision for Shale Road Subdivision in Rock Run Crossings is hereby approved, subject to conditions set forth on the plat or in Exhibit "A" if any and the receipt of the following fees and documentation within 60 days of the passage of this ordinance:

1. A performance bond or letter of credit for public improvements;

2. A one and one quarter percent (1¼%) inspection fee for public improvements;

3. An irrevocable offer of dedication for public improvements;

4. An engineering review fee as determined by City staff.

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: _____

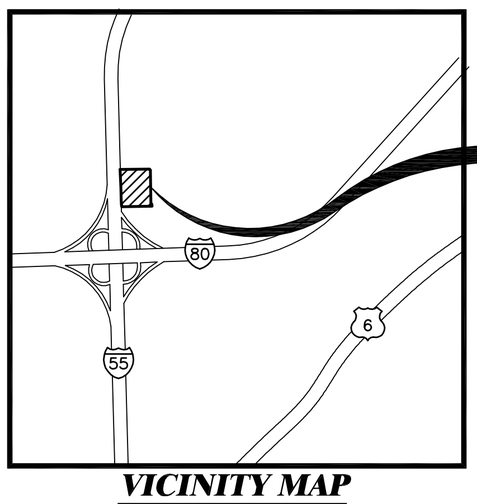
NOT VOTING: _____

SUBDIVISION: Shale Road Subdivision in Rock Run Crossings
PLAN COMMISSION APPROVED: N/A
PIN: 05-06-22-304-001-0000 and 05-06-22-304-004-0000
CED DOC. NO.: RP-4-26

RECORDING PLAT FOR SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

NOTE:
KEYMAP FOR BOUNDARY ONLY. SEE FOLLOWING SHEET FOR PARTICULARS.



VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 76°11'27" E	111.36'
L2	S 38°46'14" E	75.83'
L3	N 38°46'14" W	31.00'
L4	S 51°13'46" W	57.00'
L5	S 17°24'28" W	66.20'
L6	S 51°13'46" W	140.81'
L7	N 64°42'55" E	26.55'
L8	S 44°18'18" W	28.28'

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BEARING
C1	26.09'	86.25'	S 42°33'55" W

LOT AREA SUMMARY TABLE		
LOT NUMBER	SQUARE FEET	ACRES
LOT 1	65,248	1.498 ACRES
LOT 2	57,414	1.318 ACRES
LOT 3	738,921	16.963 ACRES
R.O.W. DEDICATION	2,004	0.046 ACRES

TOTAL AREA OF SUBDIVISION
19.825 ACRES
(MORE OR LESS)

N

100 50 0 100
SCALE: 1 INCH = 100 FEET

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

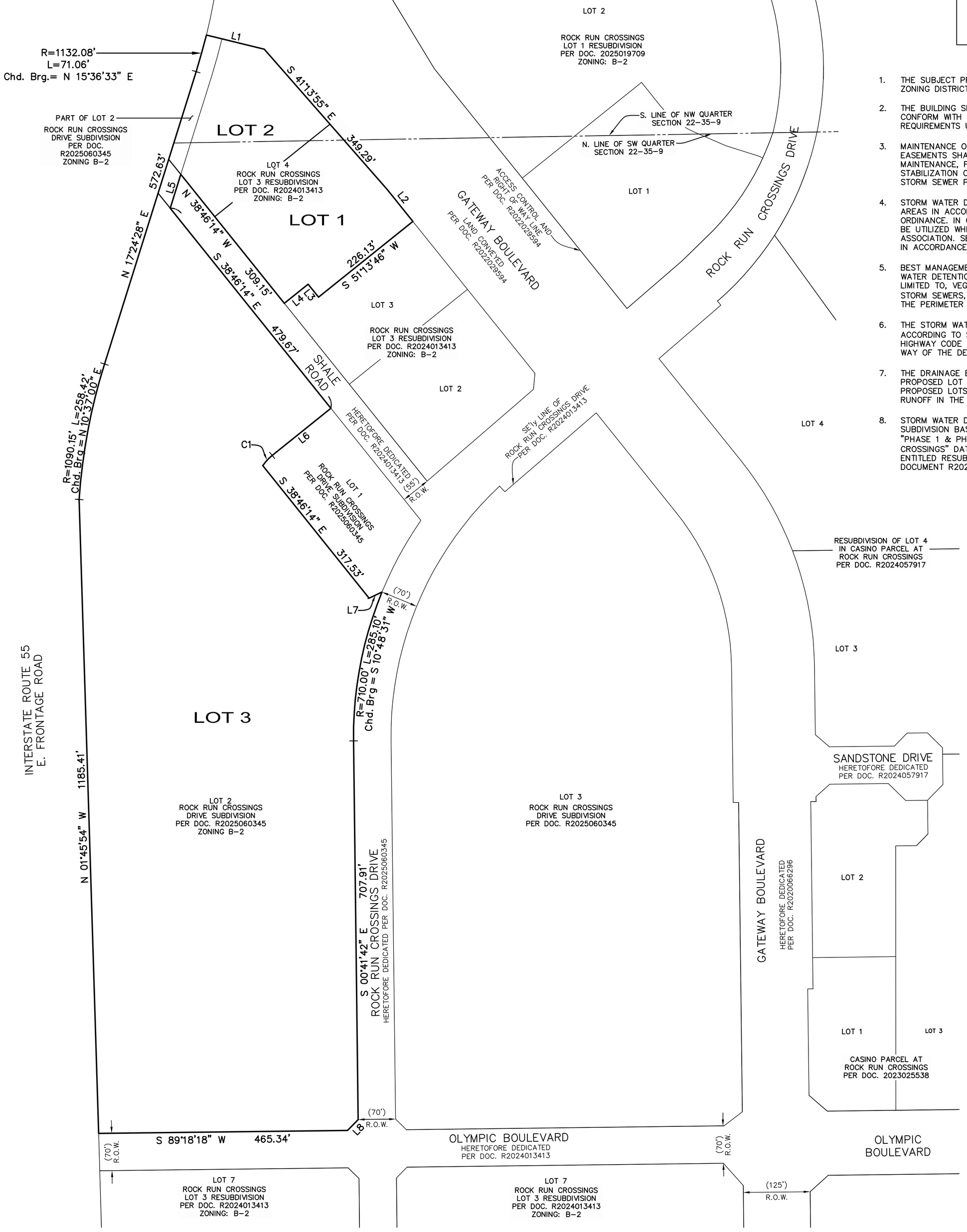
P.U. & D.E. – INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS CONTAINED HEREIN.

THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, IS THE RECORD BEARINGS OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 2018, AS DOCUMENT NUMBER R2018073972.

FIP = FOUND IRON PIPE (ø AS SHOWN)
FIR = FOUND IRON ROD (ø AS SHOWN)

GENERAL NOTES

1. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B–2 ZONING DISTRICT.
2. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B–2 ZONING DISTRICT REQUIREMENTS UNLESS MODIFIED BY P.U.D. REQUIREMENTS.
3. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.
4. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.
5. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.
6. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9–115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.
7. THE DRAINAGE EASEMENT ALONG THE NORTHEASTERLY LINE OF PROPOSED LOT 1 IS FOR THE NON–EXCLUSIVE BENEFIT OF PROPOSED LOTS 1 AND 2 FOR THE CONVEYANCE OF STORMWATER RUNOFF IN THE STORM SEWER AND DRAINAGE SWALE.
8. STORM WATER DETENTION HAS BEEN PROVIDED FOR THIS SUBDIVISION BASED UPON ENGINEERING PLANS ENTITLED "PHASE 1 & PHASE II GRADING PLANS FOR ROCK RUN CROSSINGS" DATED SEPTEMBER 18, 2020 AND RECORDED PLAT ENTITLED RESUBDIVISION OF ROCK RUN CROSSINGS PER DOCUMENT R2022031684.



OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O MICHAEL GOLD
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309–999–1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630–862–2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630–862–2100

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502–9675
PH: 630.862.2100 FAX: 630.862.2199
E–Mail: cadd@cemcon.com Website: www.cemcon.com

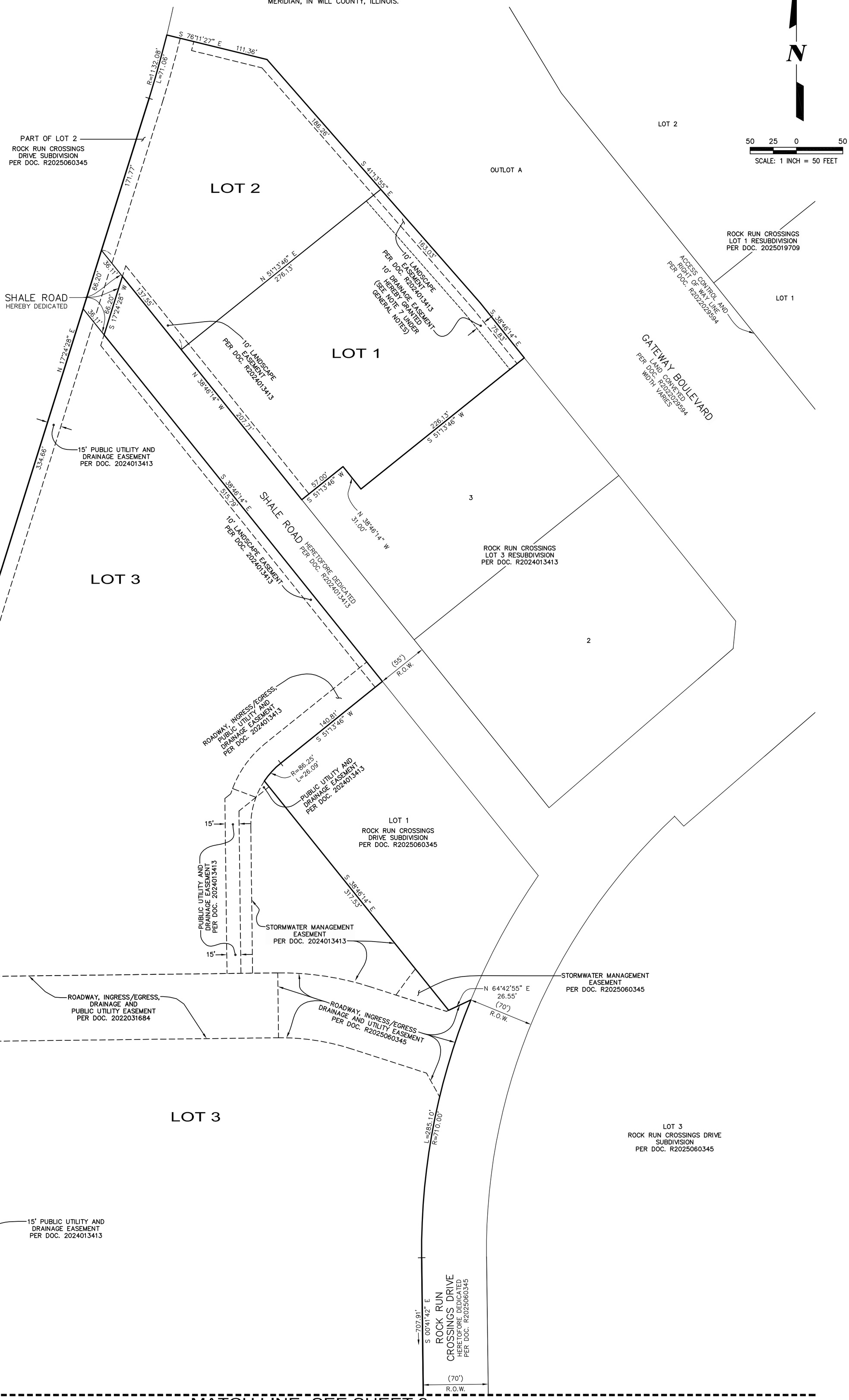
DISC NO.: 849014 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2–12
COMPLETION DATE: 04–01–25 JOB NO.: 849.014
PROJECT REFERENCE 849.001, 849.004, 849.013, 849.016
CHECKED BY:
REVISED 04–22–26\AJB REVISED PLAT TO SHOW CURRENT RECORDING INFORMATION

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS DRAWING PATH: P:\849014\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

RECORDING PLAT FOR
SHALE ROAD SUBDIVISION
IN ROCK RUN CROSSINGS

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 04-01-25 JOB NO.: 849.014
PROJECT REFERENCE 849.001, 849.004, 849.013, 849.016
CHECKED BY:
REVISED 04-22-26\AJB REVISED PLAT TO SHOW CURRENT RECORDING INFORMATION

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS DRAWING PATH: P:\849014\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

RECORDING PLAT FOR
SHALE ROAD SUBDIVISION
IN ROCK RUN CROSSINGS

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

N

50 25 0 50

SCALE: 1 INCH = 50 FEET

MATCH LINE- SEE SHEET 2

INTERSTATE ROUTE 55
E. FRONTAGE ROAD

15' PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. 2024013413

N 01°45'54" W
1185.41'

LOT 3

15'x15' PUBLIC UTILITY EASEMENT PER DOC. 2022031684

465.34'
S 89°18'18" W

(70')
R.O.W.

OLYMPIC BOULEVARD
HERETOFORE DEDICATED
PER DOC. R2024013413

LOT 7
ROCK RUN CROSSINGS
LOT 3 RESUBDIVISION
PER DOC. R2024013413

707.91'
S 00°41'42" E

ROCK RUN CROSSINGS DRIVE
HERETOFORE DEDICATED
PER DOC. R2025060345

(70')
R.O.W.

S 44°18'18" W
28.28'

LOT 3
ROCK RUN CROSSINGS DRIVE
SUBDIVISION
PER DOC. R2025060345

(70')
R.O.W.

LOT 7
ROCK RUN CROSSINGS
LOT 3 RESUBDIVISION
PER DOC. R2024013413

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS
DRAWING PATH: P:\849014\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 04-01-25 JOB NO.: 849.014
PROJECT REFERENCE 849.001, 849.004, 849.013, 849.016
CHECKED BY:
REVISED 04-22-26\AJB REVISED PLAT TO SHOW CURRENT RECORDING INFORMATION

Copyright © 2025 Cemcon, Ltd. All rights reserved.

RECORDING PLAT FOR SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF TAZEWELL)

THIS IS TO CERTIFY THAT CULLINAN JOLIET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES INDICATED THEREIN.

THIS IS ALSO TO CERTIFY THAT THE UNDERSIGNED, AS OWNER OF THE PROPERTY HEREON DESCRIBED HAS DETERMINED TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICTS:

TROY SCHOOL DISTRICT 30-C
MINOOKA HIGH SCHOOL DISTRICT 111
JOLIET JUNIOR COLLEGE DISTRICT 525

DATED THIS _____ DAY OF _____, A.D., 20____.

BY: CULLINAN COMPANIES L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

ITS: MANAGER

BY: _____
DIANE CULLINAN OBERHELMAN

ITS: MANAGER

ADDRESS: 420 N. MAIN STREET, EAST PEORIA, IL 61611

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

I, _____A NOTARY PUBLIC, IN AND FOR SAID CITY, OR COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THIS PLAT AT THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, AS MORTGAGEE UNDER THE MORTGAGE RECORDED AS DOCUMENT NUMBER _____, DATED _____, HEREBY CONSENTS TO RECORDING OF THE PLAT AS HEREON SHOWN.

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, A.D., 20____.

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF)

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT (NAME) _____, (TITLE) _____ OF _____ AND (NAME) _____, (TITLE) _____ OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH (TITLE) _____ AND (TITLE) _____ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID _____, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20_____.

_____
NOTARY PUBLIC

CORPORATE AUTHORITY CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE JOLIET CITY PLAN COMMISSION ON

_____A.D.,20____

_____ _____
PLAN COMMISSION CHAIRMAN PLAN COMMISSION SECRETARY

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

APPROVED BY ORDINANCE_____OF THE CITY COUNCIL OF THE CITY OF JOLIET ON

_____A.D.,20____

_____ _____
MAYOR CITY CLERK

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

I,_____, JOLIET CITY COLLECTOR, HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT TAXES, OR UNPAID SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED BY THIS PLAT.

DATED AT JOLIET, ILLINOIS, THIS _____ DAY OF_____ 20____

_____
CITY COLLECTOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, _____, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT JOLIET, WILL COUNTY ILLINOIS,

THIS _____ DAY OF _____, A.D., 20_____.

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF WILL)

THIS PLAT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 2021 AT _____ O'CLOCK ____ M. AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

_____
WILL COUNTY RECORDER OF DEEDS

COUNTY TAX MAPPING DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION OF THE PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP _____ AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PN) _____.

DATED THIS _____ DAY OF _____, A.D., 20____.

_____
DIRECTOR

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 4 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413, IN WILL COUNTY, ILLINOIS.

AND ALSO,

LOT 2 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 2025 AS DOCUMENT R2025060345, IN WILL COUNTY, ILLINOIS.

I DO FURTHER CERTIFY THAT:

1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION AS MADE BY ME.
2. THE PROPERTY OR PLAT IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JOLIET.
3. THAT ALL REGULATIONS ENACTED BY THE SUBDIVISION AND PLAT ORDINANCE OF THE CITY OF JOLIET HAVE BEEN COMPLIED
4. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
5. 3/4 INCH IRON PIPE SET AT ALL LOT CORNERS EXCEPT WHERE PERMANENT IDOT SURVEY MARKERS HAVE PREVIOUSLY BEEN SET.
6. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
7. FIELD WORK COMPLETED JULY 28, 2019.
8. BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANEL NO. 17197C0255G WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019, IT IS OUR OPINION THAT THE PROPERTY DESCRIBED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD ZONE.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D., 20____.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2027

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: RECORDING PLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D99\2-12
COMPLETION DATE: 04-01-25 JOB NO.: 849.014
PROJECT REFERENCE 849.001, 849.004, 849.013, 849.016
CHECKED BY:
REVISED 04-22-26\AJB REVISED PLAT TO SHOW CURRENT RECORDING INFORMATION

Copyright © 2025 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 4/22/2026 BY: TONY BLUS DRAWING PATH: P:\849014\DWG\SURVEY\DRAWINGS\PLATS\RECORDING PLAT.DWG


Site Plan Data
Entertainment
Hotel
Retail
Multifamily
Food & Beverage
Healthcare / Office
THE VIEW
80
55
230,000 VPD
GATEWAY BLVD
INTERCHANGE
EXIT 251
ROCKRUN
COLLECTION

DATE: April 16, 2026

TO: Joliet Plan Commission

FROM: Ray Heitner - Planner

SUBJECT: P-3-26: Preliminary Plat of Shale Road Subdivision

GENERAL INFORMATION:

APPLICANT:	Cullinan Joliet, LLC
STATUS OF APPLICANT:	Developer
REQUESTED ACTION:	Approval of a preliminary plat
PURPOSE:	To create a three-lot commercial subdivision
EXISTING ZONING:	B-2 (Central Business District)
LOCATION:	1301 Shale Road
SIZE:	19.825 Acres
EXISTING LAND USE:	Undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Farmland; County A-1 (Agricultural)
SOUTH: Future Commercial; B-2 (Central Business District)
EAST: Future Multi-Family Residential; B-2 (Central Business District)
WEST: Interstate 55; Shorewood OCI (Office, Commercial, Institutional), Shorewood ORI (Office, Research, Light Industrial)

SITE HISTORY: The subject property lies within the Rock Run Crossings Redevelopment Project Area, which has been designated as a Tax Increment Financing District ("TIF District") since 2021. When it was created, it was the intention of the TIF District to include a future mixed-use development that would contain commercial retail, restaurant, entertainments attractions, recreational amenities, and a multi-family residential neighborhood over the entire 309-acre District area.

SPECIAL INFORMATION: The subject property is a 19.8-acre assemblage of Lots 2 and 4 of the Rock Run Crossings Lot 3 Resubdivision. The applicant wishes to subdivide Lot 4 into two lots to create space for future restaurant uses along the western end of Shale

Road. The remaining portion of the subject subdivision consists of Lot 3 (Lot 4 of the Rock Run Crossings Lot 3 Resubdivision), which consists of the remainder of the Commercial Retail and Service District functional use zone from the master Planned Unit Development (PUD). This area will be developed with a mixture of restaurant and retail uses and will likely be subdivided further as development plans are finalized. All three new lots would have frontage along Shale Road, with access to sanitary sewer and water mains. Each lot would have a 10-foot landscaping easement along the Shale Road frontage.

The division of the existing Lot 4 from the Rock Run Crossings Lot 3 Resubdivision into two new lots for future restaurant uses is a departure in use from the original PUD Site Plan, which showed a hotel use at the western end of Shale Road. However, eating and drinking establishments are a permitted use within the Commercial Retail and Service District functional use zone. Because of this, staff view the proposed modification as a minor change that does not require reapproval of the PUD.

The applicant has also submitted for approval of a recording plat for the Shale Road Subdivision, which will be put before the City Council at a future meeting.

ANALYSIS: Approval of the preliminary plat of Shale Road Subdivision will allow for future development of a three-lot commercial subdivision. While the intention of subdividing the existing Lot 4 into two separate lots for future restaurant use is a departure from the original PUD Site Plan, staff views the modification as a minor change, that is permitted without further formal review of the PUD. The proposed uses are allowed within the applicable functional use zone. Other sites within the greater development can also potentially accommodate an additional future hotel use.

RECOMMENDED ACTION: Staff recommend the Plan Commission recommend approval of the Preliminary Plat of Shale Road Subdivision to the City Council.

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

__X__ **Preliminary Plat**
_____ **Final Plat**
__X__ **Recording Plat**

NAME OF SUBDIVISION: Shale Road Subdivision in Rock Run Crossing

NAME OF PETITIONER: Cullinan Joliet, LLC

CELL #: N/A **E-MAIL**: [redacted]

HOME ADDRESS: N/A

CITY, STATE, ZIP: N/A

HOME PHONE: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Suite 200B

CITY, STATE, ZIP: Burr Ridge, IL 60527

BUSINESS PHONE: [redacted]

INTEREST OF PETITIONER: Preliminary Plat Resubdivision and Recording Plat of Lot 4 and Lot 2

NAME OF LOCAL AGENT: Jim Testin

ADDRESS: 760 Village Center Drive, Suite 200B PHONE: [redacted]

OWNER: Cullinan Joliet LLC; Contact: Jim Testin - Development Manager

HOME ADDRESS: N/A PHONE: N/A

CITY, STATE, ZIP: N/A

BUSINESS ADDRESS: 760 Village Center Drive, Ste. 200B PHONE: [redacted]

CITY, STATE, ZIP: Burr Ridge, IL 60527

CELL #: N/A **E-MAIL**: [redacted]

ENGINEER: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

LAND SURVEYOR: Cemcon, Ltd.

ADDRESS: 2280 White Oak Circle, Suite 100 PHONE: [redacted]

ATTORNEY: Rick Joseph

ADDRESS: 416 Main Street, Peoria, IL 61602 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY: Attached

COMMON ADDRESS: 1301 Shale Rd, Joliet, IL 60431 and Unaddressed Area

PERMANENT INDEX NUMBER (Tax No.): 0506223040010000 and 0506223040040000

SIZE: 2.8 acres and 17 acres

NO. OF LOTS: 3 and ROW Dedication

PRESENT USE: Vacant EXISTING ZONING: B-2

USES OF SURROUNDING PROPERTIES: North: B-2 Vacant

South: B-2 Vacant

East: B-2 Restaurant and Vacant

West: I55

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary plat? No, commercial lots

If yes, what amount? _____

(Acknowledgment by Park District Official) N/A

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes ✔ No _____ If yes, list the Case number and name: PUD-7-23, PUD-8-23

Is any variance from the Subdivision Regulations being requested? Yes _____ No ✔

If yes, describe: _____

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [redacted], hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 11-20-25 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 20 day of November, 20 25

[redacted]

February 7, 2028
My Commission Expires:

[redacted]

LEGAL DESCRIPTION

LOT 4 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413, IN WILL COUNTY, ILLINOIS.

AND ALSO,

LOT 2 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 2025 AS DOCUMENT R 2025060345, IN WILL COUNTY, ILLINOIS.

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:

1301 Shale Rd, Joliet, IL 60431 and areas with no address assigned

PIN(s): Lot 4 of the Rock Run Crossings Lot 3 Resubdivision (R2024013413). Part of 0506223040010000 and Lot 2 of the Rock Run Crossings Drive Subdivision (R2025060345), 0506223040040000

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

E-MAIL: [redacted] **FAX:**

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:

1301 Shale Rd, Joliet, IL 60431 and areas with no address assigned

PIN(s): Lot 4 of the Rock Run Crossings Lot 3 Resubdivision (R2024013413), Part of 0506223040010000 and Lot 2 of the Rock Run Crossings Drive Subdivision (R2025060345), 0506223040040000

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

E-MAIL [redacted] **FAX:**

DocuSign Envelope ID: 1C16D045-D9BF-49AC-8707-703D0235C970

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: [redacted]

DATE: 1/20/26

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

_____

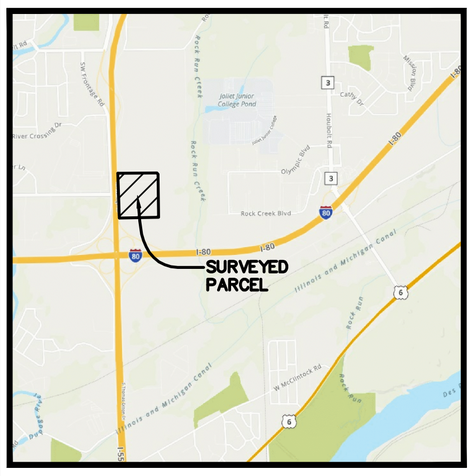
[redacted]

PRINT

PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE



VICINITY MAP

PERMANENT INDEX NUMBER:
05-06-22-304-001-0000
05-06-22-304-004-0000

LOT 4 IN THE RECORDING PLAT OF ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 2024 AS DOCUMENT R2024013413, IN WILL COUNTY, ILLINOIS.

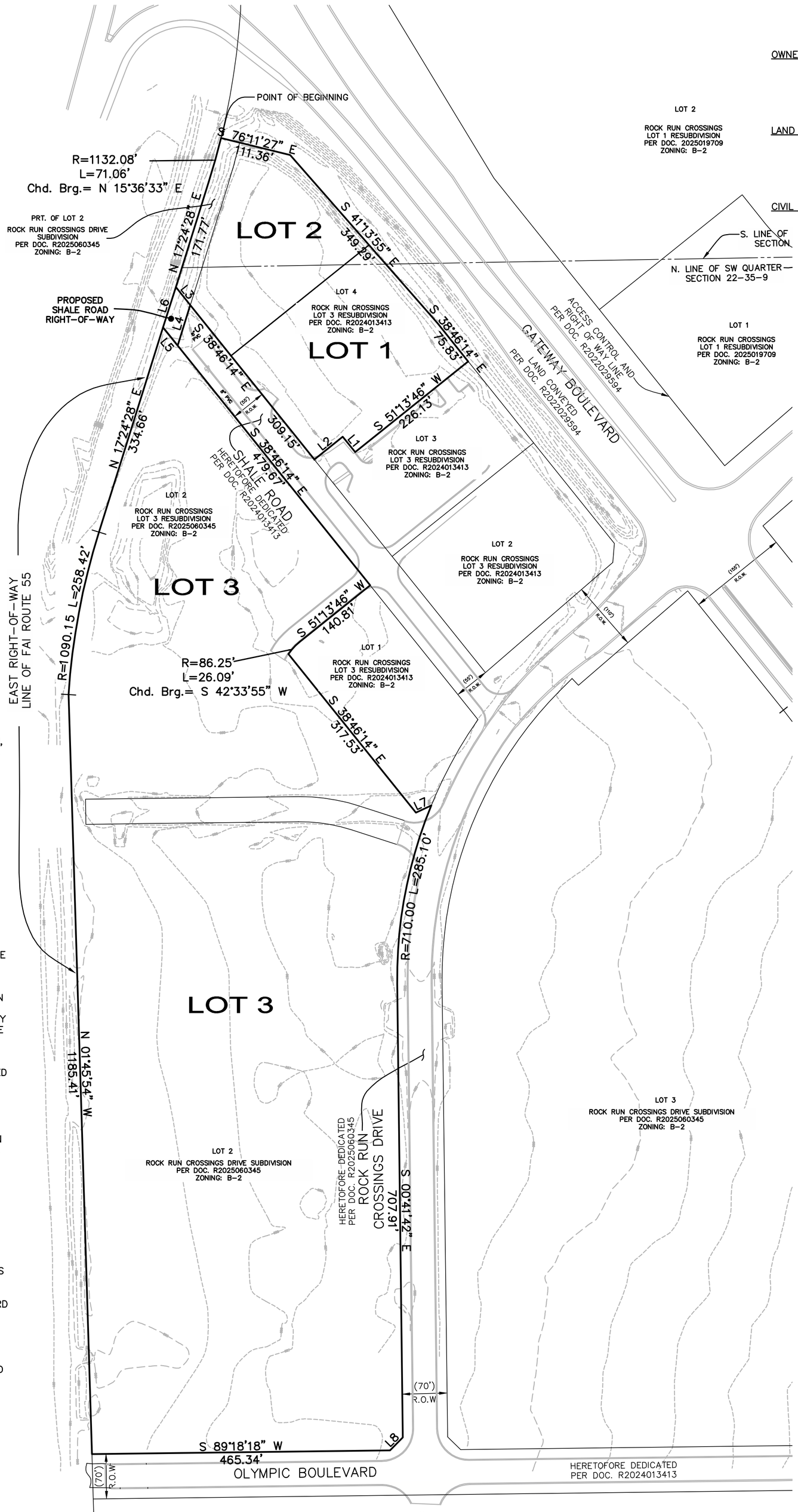
AND ALSO,

LOT 2 IN THE RECORDING PLAT FOR ROCK RUN CROSSINGS DRIVE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 2025 AS DOCUMENT R2025060345, IN WILL COUNTY, ILLINOIS.

SHALE ROAD SUBDIVISION (±19.825 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 1	1.498 ACRES
LOT 2	1.318 ACRES
LOT 3	16.963 ACRES
AVERAGE	6.593 ACRES
R.O.W. DEDICATION	0.046 ACRES

N

100 50 0 100
SCALE: 1 INCH = 100 FEET



OWNER/DEVELOPER: CULLINAN JOLIET, LLC
C/O DIANE CULLINAN OBERHELMAN
420 N. MAIN STREET
EAST PEORIA, IL 61611
PH: 309-999-1700

LAND SURVEYOR: CEMCON, LTD.
C/O JEFFREY R. PANKOW
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

CIVIL ENGINEER: CEMCON, LTD.
C/O MATTHEW WORLINE
2280 WHITE OAK CIRCLE
SUITE 100
AURORA, IL 60502
PH: 630-862-2100

THIS PLAT IS NOT FOR RECORDING.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 38°46'14" E	31.00'
L2	N 51°13'46" E	57.00'
L3	S 38°46'14" E	36.11'
L4	N 17°24'28" E	66.20'
L5	S 38°46'14" E	36.11'
L6	N 17°24'28" E	66.20'
L7	N 64°42'55" E	26.55'
L8	S 44°18'18" W	28.28'

BENCHMARK

ELEVATION REFERENCE MARK

NGS MONUMENT WRI 023 (PID DP5478): THE STATION IS LOCATED 17 FT. SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 174 FT. WEST OF THE CENTERLINE OF EARL ROAD, 51 FT. EAST OF A LIGHT POLE AND 4 FT. NORTH OF THE NORTH EDGE OF A SIDEWALK. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 614.12 NAVD88

SITE BENCHMARK:

CP #101: SET '+' IN TOP OF CURB IN FRONT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF GATEWAY BOULEVARD AND ROCK RUN CROSSINGS DRIVE.
NORTHING: 1759974.60
EASTING: 1022595.01
ELEVATION: 583.80 NAVD88

SURROUNDING OWNERSHIP

CULLINAN JOLIET, LLC EXCEPT:

- LOT 2 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION OWNER: CHIC-FIL-A
- LOT 1 IN ROCK RUN CROSSINGS LOT 1 RESUBDIVISION OWNER: RR JOLIET, LLC

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, ARE THE RECORD BEARINGS OF THE RESUBDIVISION OF ROCK RUN CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2022 AS DOCUMENT NUMBER R2022031684.

2. THE EXISTING TOPOGRAPHY DEPICTED HEREON IS BASED ON DATA COLLECTED BY CEMCON, LTD. FROM JULY 2019 – DECEMBER 2025.

3. PU&DE = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.

4. PUE = DENOTES PUBLIC UTILITY EASEMENT.

5. THE SUBJECT PROPERTY IS CURRENTLY IN A CITY OF JOLIET B-2 ZONING DISTRICT.

6. THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS WILL CONFORM WITH THE CITY OF JOLIET B-2 ZONING DISTRICT UNLESS MODIFIED BY PUD-7-23 REQUIREMENTS.

7. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.

8. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE ASSOCIATION. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.

9. BEST MANAGEMENT PRACTICES SHALL BE PROVIDED IN THE STORM WATER DETENTION SYSTEMS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEGETATED SWALES FOR THE INFLOW AND OUTFLOW STORM SEWERS, NATIVE PLANTINGS/WETLAND PLANTINGS AROUND THE PERIMETER OF THE DETENTION BASINS, ETC.

10. THE STORM WATER DETENTION FACILITIES SHALL BE CONSTRUCTED ACCORDING TO SECTION 605 ILCS5/9-115.1 OF THE ILLINOIS HIGHWAY CODE IN REGARDS TO THE PROXIMITY TO THE RIGHT OF WAY OF THE DETENTION BASIN.

11. ALL PROPOSED DESIGN ELEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE BASED ON ANY FINAL ENGINEERING SITE PLANS SUBMITTED TO THE CITY OF JOLIET UNDER SEPARATE COVER.

12. EXISTING ZONING FOR PROPOSED LOTS 1, 2 AND 3 IS B-2 (CENTRAL BUSINESS).

13. STORMWATER DETENTION FOR PROPOSED LOTS 1, 2 AND 3 IS PROVIDED WITHIN THE STORMWATER FACILITIES ALONG THE EAST PROPERTY LINE OF THE ROCK RUN CROSSINGS PROJECT SITE (RESUBDIVISION OF ROCK RUN CROSSINGS PER DOC. R2022031684).

14. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP PANEL 17197C0255G.

15. FULL ACCESS TO PROPOSED LOTS 1 AND 2 SHALL BE AFFORDED VIA CONNECTION TO SHALE ROAD, AND FULL ACCESS TO PROPOSED LOT 3 SHALL BE AFFORDED VIA CONNECTIONS TO ROCK RUN CROSSINGS DRIVE, SHALE ROAD AND OLYMPIC BOULEVARD. THERE SHALL BE NO DIRECT ACCESS TO INTERSTATE ROUTE 55.

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON_____, 20___.

_____ CHAIRPERSON

_____ SECRETARY

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON_____, 20___.

_____ MAYOR

_____ CITY CLERK

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
MATTHEW M. WORLINE
LICENSED PROFESSIONAL ENGINEER NO. 062-048134

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

_____
JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

SITE DATA TABLE			
LOT #	1	2	3
ZONING	B-2	B-2	B-2
PUD	YES	YES	YES
RIVER BASIN	ROCK RUN CREEK	ROCK RUN CREEK	ROCK RUN CREEK
CURRENT USE	UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE*	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL	RETAIL/COMMERCIAL
PARKING	PER P.U.D.	PER P.U.D.	PER P.U.D.
CURRENT IMPERVIOUS	0%	0%	0%
PROPOSED RCN	94	94	94
EXISTNG TREE COVERAGE	0%	0%	0%
BUILDING SQ. FT.	TBD	TBD	TBD

* SUBJECT TO CHANGE

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: SHALE RD SUB PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 01-16-26 JOB NO.: 849.014
XREF : 8ENG TOPO PROJECT MANAGER : MMW
REVISED 02-26-26\DFM PER CITY REVIEW

Copyright © 2026 Cemcon, Ltd. All rights reserved.

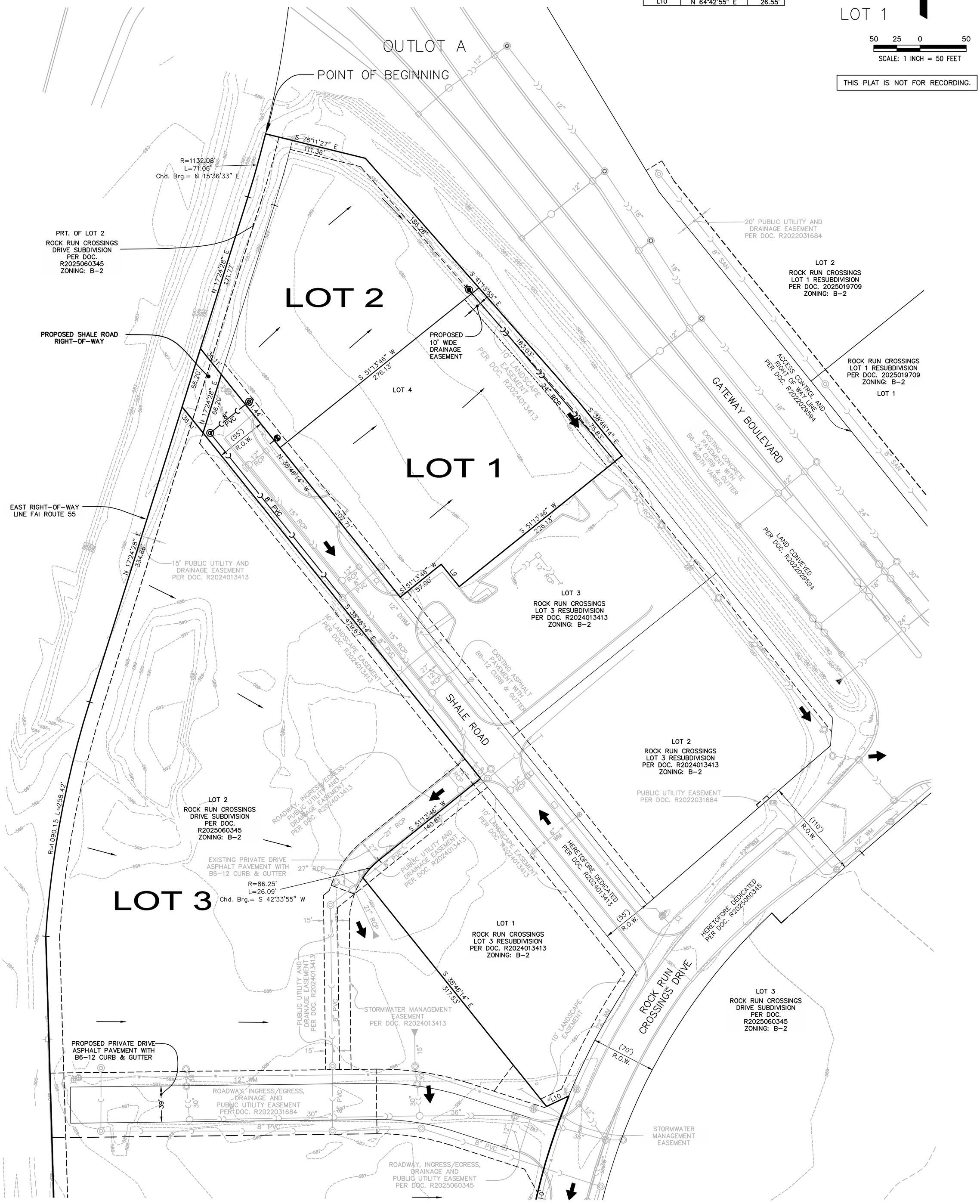
PLOT FILE CREATED: 2/27/2026 BY: DAVE MARRA DRAWING PATH: P:\849014\DWG\ENG\DRAWINGS\PRELIMINARY\SHALE RD SUB PRELIM PLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE

PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION IN ROCK RUN CROSSINGS

LINE TABLE		
LINE	BEARING	LENGTH
L9	N 38°46'14" W	31.00'
L10	N 64°42'55" E	26.55'



LOT 1

50 25 0 50

SCALE: 1 INCH = 50 FEET

THIS PLAT IS NOT FOR RECORDING.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: SHALE RD SUB PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 01-16-26 JOB NO.: 849.014
XREF : 8ENG TOPO PROJECT MANAGER : MMW
REVISED 02-26-26\DFM PER CITY REVIEW

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 2/27/2026 BY: DAVE MARRA DRAWING PATH: P:\849014\DWG\ENG\DRAWINGS\PRELIMINARY\SHALE RD SUB PRELIM PLAT.DWG

SHEET INDEX:

SHEET 1: OVERALL SUBDIVSION, LEGAL DESCRIPTION; LOT AREAS; OWNER INFORMATION; APPROVAL CERTIFICATION; NOTES
SHEET 2: DETAIL PAGE
SHEET 3: DETAIL PAGE

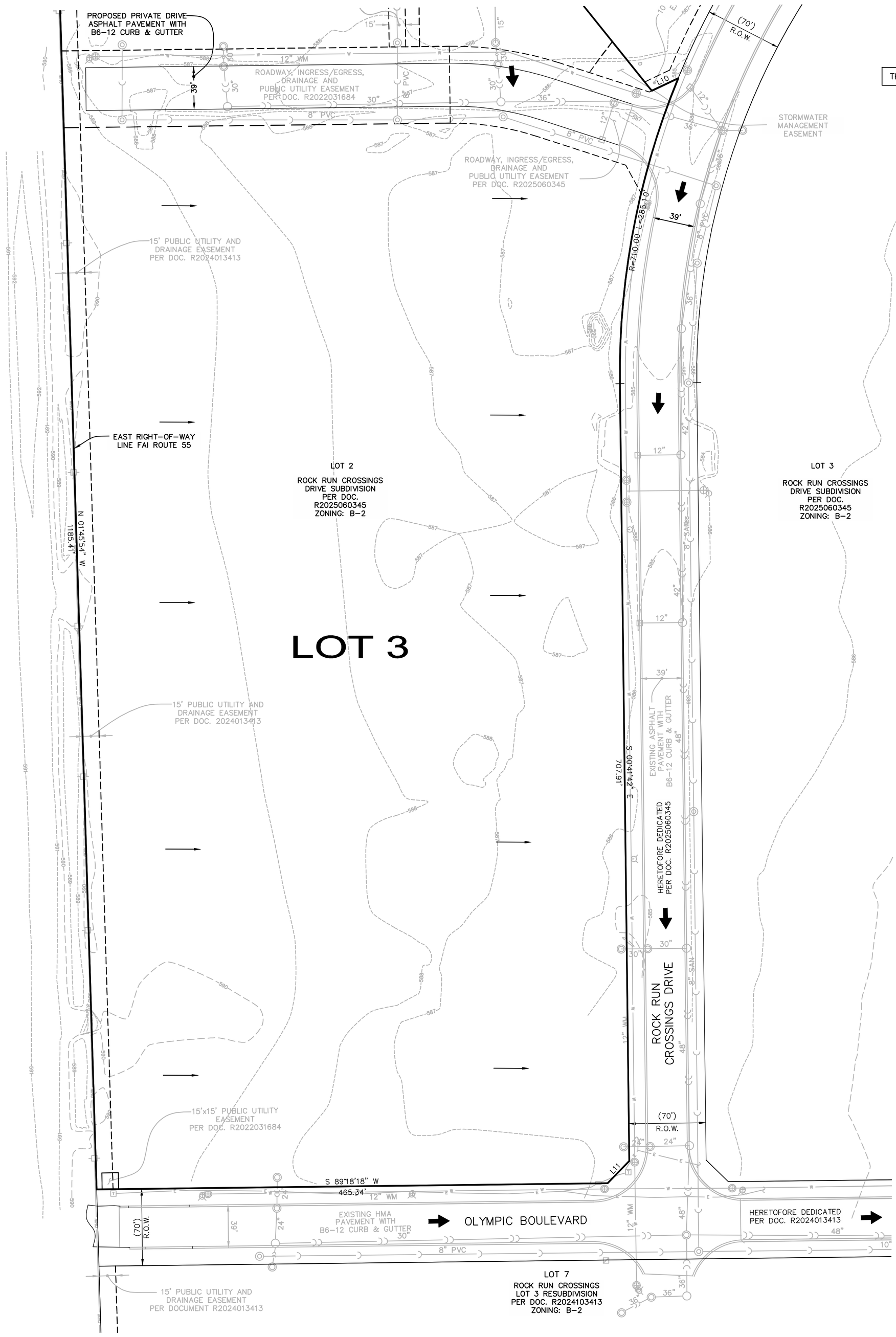
PRELIMINARY PLAT
FOR
SHALE ROAD SUBDIVISION
IN ROCK RUN CROSSINGS

LINE TABLE		
LINE	BEARING	LENGTH
L10	N 64°42'55" E	26.55'
L11	S 44°18'18" W	28.28'

N

50 25 0 50
SCALE: 1 INCH = 50 FEET

THIS PLAT IS NOT FOR RECORDING.



LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		END SECTION
		STORM SEWER
		SANITARY SEWER
W	W	WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS

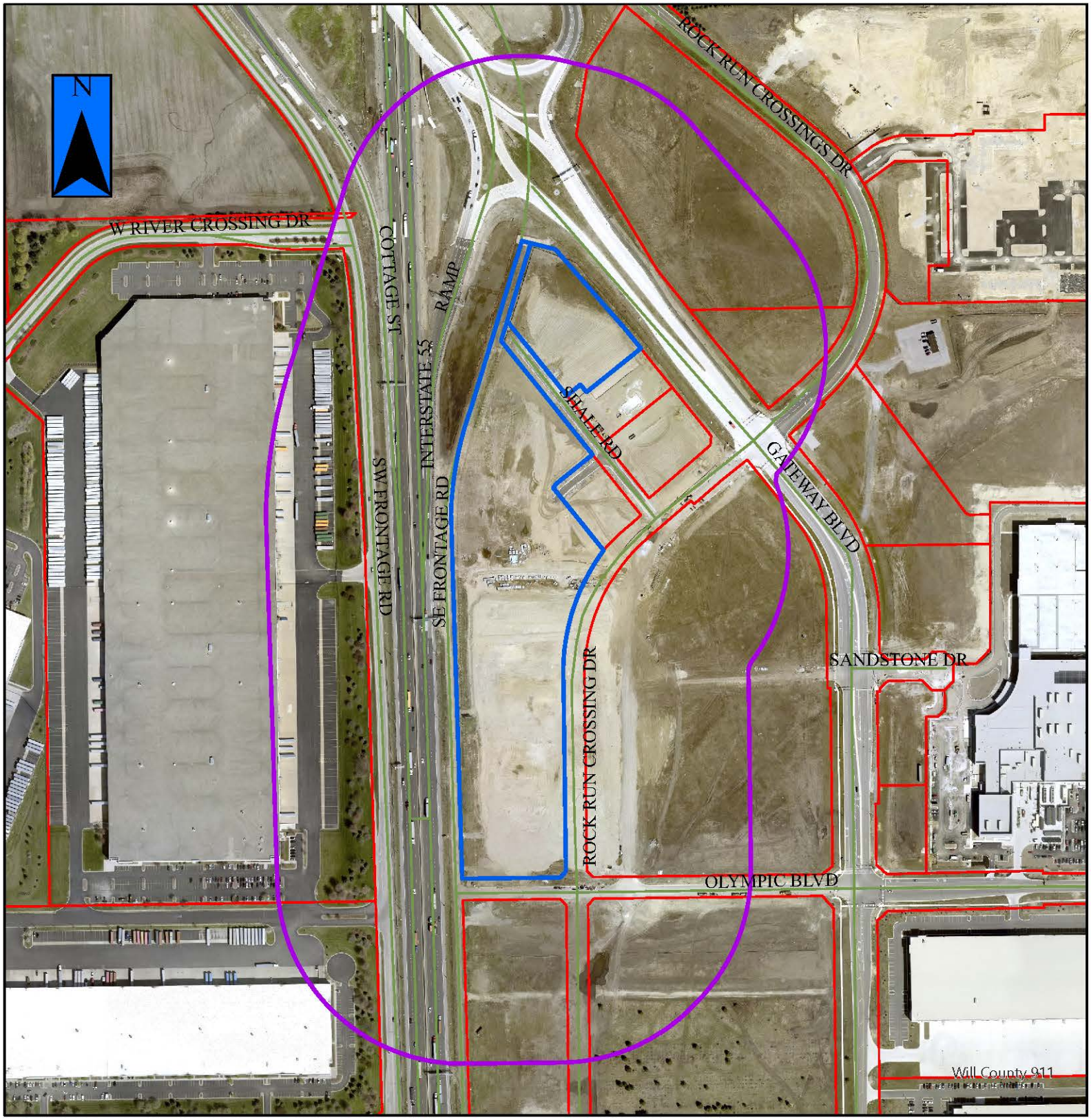
NOTE: ALL UTILITIES SHOWN ARE PUBLIC
ALL STORM SEWER IS RCP.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 849014 FILE NAME: SHALE RD SUB PRELIM PLAT
DRAWN BY: KMS FLD. BK. / PG. NO.: -----
COMPLETION DATE: 01-16-26 JOB NO.: 849.014
XREF : 8ENG TOPO PROJECT MANAGER : MMW
REVISED 02-26-26\DFM PER CITY REVIEW

Copyright © 2026 Cemcon, Ltd. All rights reserved.

PLOT FILE CREATED: 2/27/2026 BY: DAVE MARRA DRAWING PATH: P:\849014\DWG\ENG\DRAWINGS\PRELIMINARY\SHALE RD SUB PRELIM PLAT.DWG

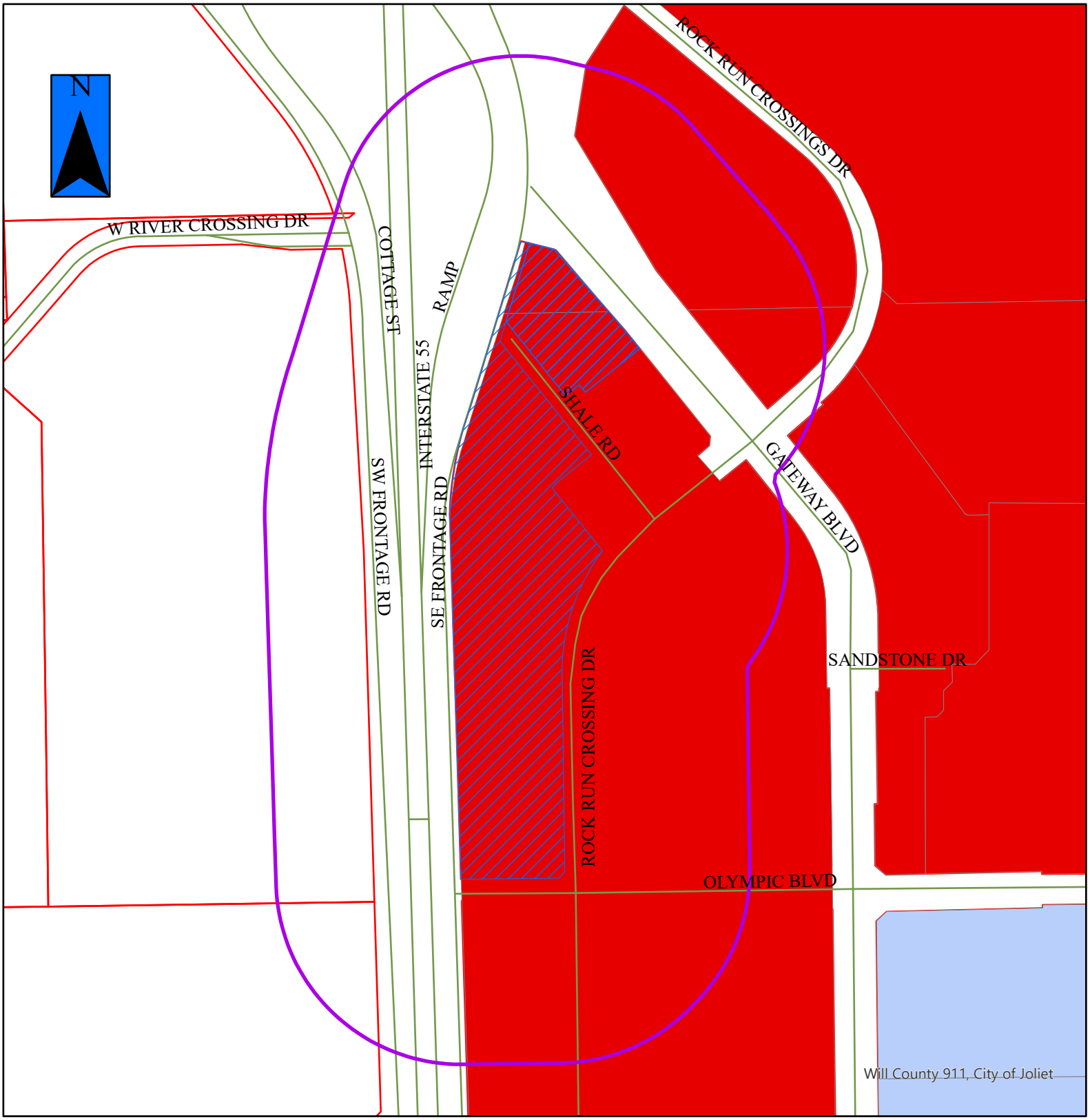


P-3-26a

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)



P-3-26

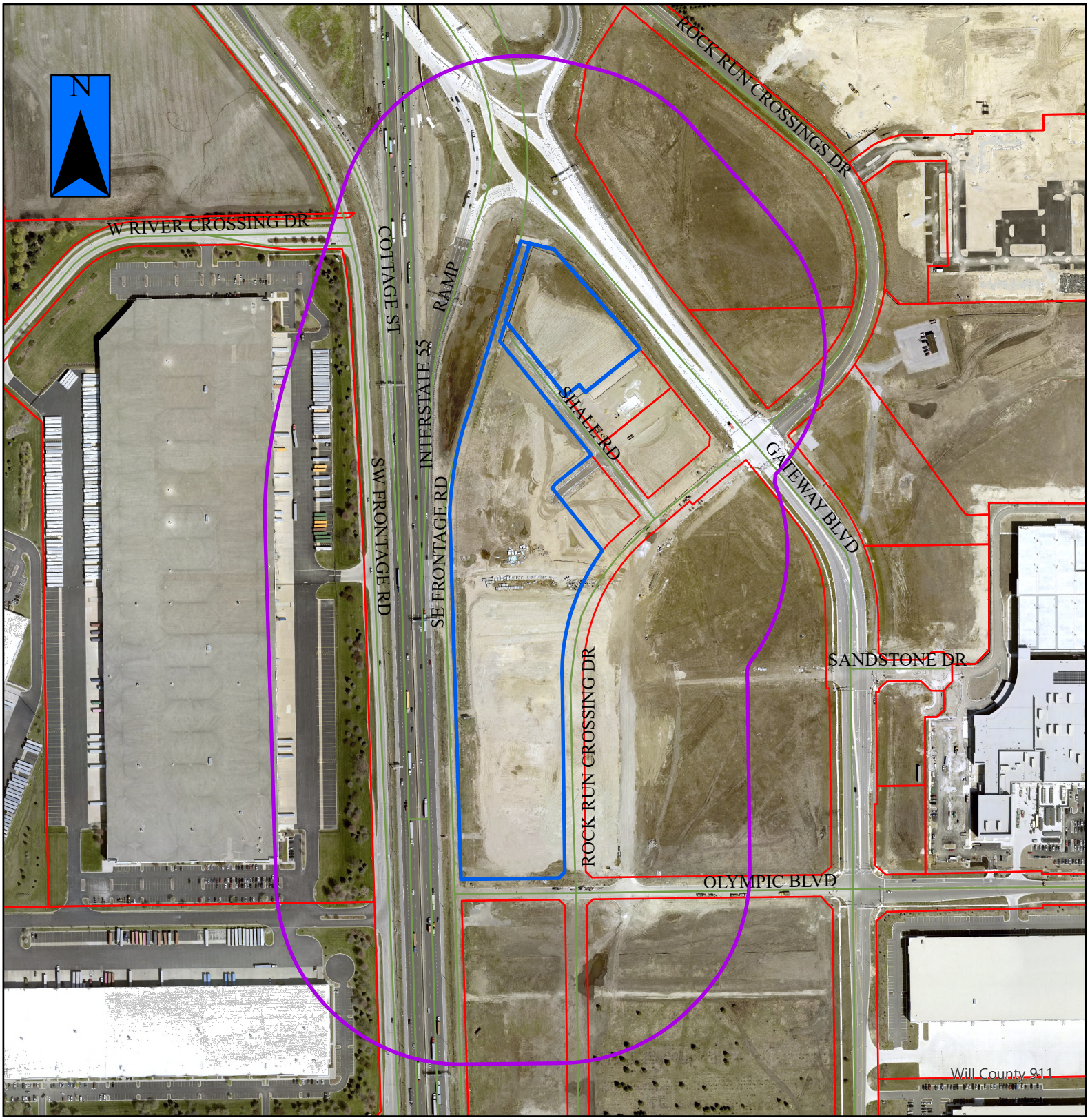
JOLIET PLANNING DIVISION

= 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



P-3-26a

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

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, April 16, 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, John Kella, Wendell Martin, Debbie Radakovich, Michael F. Turk and Scott R. Hammac

Absent Mike Eulitz

APPROVAL OF MINUTES

TMP-9655

Attachments: Plan Commission Meeting Minutes 04-08-26

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve: Plan Commission Meeting Minutes 4-8-26. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

TMP-9656

Attachments: P-2-26_V-1-26_Staff Report Packet.pdf

Planner Raymond Heitner read the staff report into the record. Mr. Jim Testin, Cullinan Properties Development Manager, appeared on behalf of the petitions. 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-2-26: Preliminary Plat of Rock Run Crossings Drive Phase 2 Subdivision. (South of Olympic Boulevard and West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5)

V-1-26: Vacation of Approximately 1.7 Acres of Quartz Drive. (Quartz Drive, West of Gateway Boulevard) (PIN #s Part of 05-06-22-305-001-0000 and Part of 05-06-27-100-011-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9657

Attachments: P-3-26_Shale Road Subdivision Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Testin appeared again on behalf of the petition. No public comments were made in favor of or in opposition to the petition.

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve: P-3-26: Preliminary Plat of Shale Road Subdivision. (1301 Shale Road) (PIN #s 05-06-22-304-001-0000 and 05-06-22-304-004-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9658

Attachments: P-4-26 Lifestyle Center Subdivision Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Testin appeared again on behalf of the petition. A resident came forward to inquire how the development will affect residents, specifically with taxes. Mr. Heitner and Mr. Testin responded.

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to approve: P-4-26: Preliminary Plat of Rock Run Crossings Lifestyle Center Subdivision. (East of Rock Run Crossings Drive, West of Gateway Boulevard, and North of Olympic Boulevard) (PIN # Part of 05-06-22-302-002-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9659

Attachments: V-2-26 Staff Report Packet

Mr. Heitner read the staff report into the record. Mr. Nathaniel Washburn appeared on behalf of the petition and answered questions from the Commission. Public comments were made voicing concerns regarding the proposed vacation and related construction. Mr. Washburn responded to the public comments.

A motion was made by Jeff Crompton, seconded by Jason Cox, to approve: V-2-26: Vacation of 76,289 Square Feet of Breen Road, East of Route 53 and Plat of Easement for a Future Public Utility Easement. (Breen Road East of Route 53) (PIN #s 10-11-10-300-001-0000 and 10-11-10-100-010-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9660

Attachments: PUD-4-26 (580 Caton Farm final) Staff Report Packet.pdf

Mr. Heitner read the staff report into the record. Mr. Washburn appeared again on behalf of the petition and provided additional information regarding the proposed development.

A motion was made by Wendell Martin, seconded by Michael F. Turk, to approve: PUD-4-26: Final Planned Unit Development of 580 Caton Farm. (580 Caton Farm Road) (PIN #s 00-06-36-100-012-0000 and 00-06-36-100-013-0000) (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS

None

NEW BUSINESS

TMP-9759

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to elect Jason Cox as the new Chair of the Plan Commission. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

TMP-9760

A motion was made by Jeff Crompton, seconded by Jason Cox, to elect Debbie Radakovich as the new Vice Chair of the Plan Commission. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, Martin, Radakovich, Turk and Hammac

Absent: Eulitz

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

TMP-9661

Planning Director Jayne Bernhard provided a status update on the City of Joliet Comprehensive Plan, informing the Commission that the plan is currently in Phase 4 of the project schedule, and the consultants are preparing the draft plan. A final community workshop is tentatively scheduled for September.

TMP-9662

Ms. Bernhard provided a status update on the I-80 Des Plaines River Bridge Community Plan, highlighting that city staff continues to work with the consultant and IDOT. A final community meeting is tentatively scheduled for the fall of 2026.

TMP-9663

Ms. Bernhard provided a status update on the Downtown Joliet Equitable Transit Oriented Development (ETOD) Plan. A consultant is currently outlining options for zoning updates, and the Plan Commission is expected to review these options in the summer of 2026, continuing into the fall of 2026.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Wendell Martin, seconded by Debbie Radakovich, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Crompton, Kella, 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: 255-26

File ID: 255-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/22/2026

Department: Planning and Zoning **Final Action:**

Title: Ordinances Associated with the Development of the Shale Road Subdivision in Rock Run Crossings

Ordinance Approving the Preliminary Plat for the Shale Road Subdivision in Rock Run Crossings (P-3-26)

Ordinance Approving the Recording Plat for the Shale Road Subdivision in Rock Run Crossings (RP-4-26)

Agenda Date: 05/05/2026

Attachments: Ordinance - Preliminary Plat, Preliminary Plat, Ordinance - Recording Plat, Recording Plat, RRC PUD Site Plan, P-3-26_Shale Road Subdivision Staff Report Packet.pdf, Plan Commission Meeting Minutes_04.16.2026

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/30/2026	Dustin Anderson	Approve	4/24/2026
1	2	4/30/2026	Todd Lenzie	Approve	5/4/2026
1	3	5/1/2026	Beth Beatty	Approve	5/4/2026

Memo

File #: 256-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Approving a Variation of Use to Allow an Indoor and Outdoor Commercial Recreation Facility, a B-3 (General Business) Use, in the R-B (Restricted Business) District, Located at 749 Houbolt Road (ZBA 2026-10)

BACKGROUND:
The petitioner and contract purchaser, Dive Right In Scuba, Inc., is requesting a Variation of Use to allow an indoor and outdoor commercial recreation facility within the R-B (restricted business) zoning district at 749 Houbolt Road. The site contains an existing recreation facility that was developed in the 1980s for the Greater Joliet Area YMCA. The YMCA operated the Galowich Family branch at this location until it permanently closed at the end of April. Because the YMCA is a non-profit organization, the facility was categorized as a “public and semi-public building,” which is a permitted use in the R-B district. The petitioner’s proposal is for a commercial facility, which is a permitted use in the B-3 (general business) district. Therefore, the petitioner needs a Variation of Use to occupy and use the existing facility components for their commercial proposal at this location.

The site currently contains an approximately 25,000-square-foot building with an indoor swimming pool, indoor basketball courts, and a fitness center. The site also contains surface parking around the building, two baseball fields, an outdoor walking track, and open grass fields. The petitioner’s proposal, called The Flex, will include several primary uses that are similar to the existing operations at the facility and will use many of the existing facility components. These proposed uses include: aquatics programming, including swimming instruction, using the existing indoor swimming pool; indoor basketball for a local youth organization (No Mercy Basketball) on the existing indoor courts; retail and training areas related to scuba instruction and aquatics programming; outdoor youth sports programming on the existing outdoor athletic fields; and a leased snack bar space. The petitioner intends to partner with local youth organizations to promote youth athletics and to fully use all amenities of the existing facility. A full business narrative is included in the Zoning Board staff report packet.

The facility will be owned and managed by Dive Right In Scuba, which has two existing locations in Plainfield and Orland Park. They offer a variety of retail, repair, and training services related to diving, as well as a swim program at their Orland Park location.

The petitioner states that the facility will support around 30 to 35 employees at full operation. Proposed hours of operation are 8:00 AM to 8:00 PM, seven days per week. There are approximately 104 existing off-street parking spaces, which meets the requirement for the proposed use. There are no exterior modifications proposed to the building or to the site at this time.

The Zoning Ordinance requires that unlighted outdoor recreation facilities not be within 200 feet of a single-family residential zoning district. The existing outdoor baseball fields and walking track are within 200 feet of the property to the south, which is zoned R-1 (single-family residential). This adjacent property is owned by Joliet Junior College and currently used for agricultural purposes. At their meeting on April 16, 2026, the Zoning Board of Appeals approved a Variation from this spacing requirement to allow the existing unlighted outdoor facilities to remain as is. There are no proposed additions to the outdoor facilities nor does the petitioner have plans to install outdoor lighting at this time. It should be noted that per the Zoning Ordinance, pedestrian lighting and security lighting do not constitute “lighting” as it pertains to unlighted versus lighted outdoor fields.

The request meets the criteria for a variation of use. The subject property is set up to be used as an indoor and outdoor recreational facility and would not be practically used for other permitted uses in the R-B district, such as professional offices or medical facilities. The petitioner’s proposal for a multi-use indoor and outdoor sports, aquatics, and recreation facility is very similar to the historical and current use of the property.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter on April 16, 2026. Kathleen West, attorney for the petitioner, and Mike Pederson, petitioner with Dive Right In Scuba, represented the petition. No one spoke in favor of or in opposition to 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 Variation of Use to allow an indoor and outdoor commercial recreation facility, a B-3 (general business) use, in the R-B (restricted business) district, located at 749 Houbolt Road, subject to the following conditions:

1. Should the property be declared a public nuisance, the property may be subject to a rehearing and a possible revocation of the Variation of Use.

Bob Nachtrieb seconded the motion, which passed with five (5) aye votes and no nay votes. Voting aye were: Bias, Hennessy, Nachtrieb, Radakovich, and Stiff. Voting nay were: none. Absent were: McGrath Schmig.

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 Variation of Use to Allow an Indoor and Outdoor Commercial Recreation Facility, a B-3 (General Business) Use, in the R-B (Restricted Business) District, Located at 749 Houbolt Road

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION OF USE
(749 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: 05-06-14-300-012-0000
ADDRESS: 749 Houbolt Road
ZBA APPROVED: Yes
PETITION #: 2026-10

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: 749 Houbolt Road

1. **LEGAL DESCRIPTION OF SUBJECT PROPERTY:**

   THAT PRT OF THE SW1/4 OF SEC14, T35N-R9E, DAF: BEG AT THE SE COR OF THE SW1/4; THC W ON THE S LN OF THE SW1/4, 2230 FT; THC N 110 FT; THC E 450 FT; THC N 36 DEG 49'58" E, TO A PT THAT IS 405 FT N OF THE S LN OF THE SW1/4; THC E ON A LN 405 FT N OF THE S LN OF THE SW1/4 TO THE E LN OF THE SW1/4; THC S'LY ON THE E LN TO THE POB PER R84-34297, (EX THAT PRT, DAF: THAT PRT OF THE SW1/4 OF SEC.14, T356N-R9E, DAF: BEG AT A PT ON THE S LN OF THE SD SW1/4, THAT IS 2230.00 FT W OF E LN OF SD SW1/4; THC N AT RIGHT ANGS WITH SD S LN A BEARING AND DISTANCE OF N 1 DEG 15'30" E, 110 FT TO THE S LN OF LAND DESC IN DOC# R79-47480; THC S 88 DEG 44'30" E, ALG SD S LN 434.42 FT TO THE E'LY LN OF AFRSD LAND DESC IN DOC# R79-47480; THC S 36 DEG 49'58" WALG THE S'LY PROLNGTN OF SD E'LY LN, 135.24 FT TO THE AFRSD S LN OF THE SW1/4; THC N 88 DEG 44'30" W ALG SD S LN, 355.74 FT TO THE POB PER R91-42007).

   PIN: 05-06-14-300-012-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Variation of Use to allow an indoor and outdoor commercial recreation facility, a B-3 (general business) use, in the R-B (restricted business) district

3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

   1. Should the property be declared a public nuisance, the property may be subject to a rehearing and a possible revocation of the Variation of Use.

THE FLEX 749 HOUBOLT ROAD, JOLIET

1. Business Narrative - Proposed Use

The Flex is a professionally managed, multi-use indoor and outdoor sports, aquatics, and recreation facility intended to serve youth, families, schools, and organized athletic programs in the Joliet area. The facility consolidates several complementary uses into a single coordinated location.

Primary uses within the facility include:

- **Aquatics Programming** operated by Dive Right In Scuba and its DBA, The Swim Advantage, including swim instruction, aquatic safety education, and related programming.
- **Indoor Basketball Courts** utilized by No Mercy Joliet Basketball, a local not-for-profit youth basketball organization, for practices, training, and games.
- **Accessory Retail and Training Areas** related to scuba instruction and aquatic programming.
- **Outdoor Athletic Field Space** intended for organized youth sports programming (no lighting proposed at this time).
- **A Leased Juice/Snack Bar Space**, operated by an independent tenant who will obtain all required permits and licenses directly from the City.

2. Hours of Operation

The anticipated hours of operation for the facility are:

8:00 AM to 8:00 PM, seven (7) days per week

These hours represent the initial planned operating schedule. Hours may be adjusted modestly in the future as programming demand evolves, subject to City requirements.

3. Staffing

Staffing levels will vary based on programming and scheduled activities. At full operation, the facility will support approximately **30–35 total staff members** across all uses, including administrative personnel, instructors, coaches, and operational staff. Staffing includes a combination of employees and contracted instructors/coaches, depending on program needs.

4. Operations & Safety

- No alcohol will be sold or served anywhere within the facility.
- Aquatic activities will be supervised by trained and certified staff, with lifeguards present whenever the pool is in use.
- All programming is structured, scheduled, and supervised.

- The facility will maintain staffed front desk operations and controlled access during operating hours.

5. Community Benefit

The Flex is designed to provide organized youth sports, aquatic education, and fitness programming in a safe, professionally managed environment. Partnerships with local Joliet-based organizations and school districts will promote youth development, physical fitness, and water safety while maximizing efficient use of the facility throughout the day.

PRIMARY USE LEGEND

- Aquatics Programming (operated by Dive Right In Scuba/The Swim Advantage)
- Indoor Basketball Courts (utilized by No Mercy Joliet Basketball)
- Accessory Retail and Training Area (related to Scuba Instruction and Aquatic Programming)
- Leased Juice/Snack Bar Space (independent tenant)



FIRST FLOOR PLAN

1/8" = 1'-0"

0 2 4 8 16 24

TRUE NORTH

PRELIMINARY

JANUARY 21, 2026

DO NOT USE FOR CONSTRUCTION PURPOSES

HEALY BENDER PATTON & BEEN

ARCHITECTS

www.healybender.com

THE FLEX FACILITY FOR DIVE RIGHT IN SCUBA

JOLIET, ILLINOIS

124

DIVE RIGHT IN SCUBA INC

JOLIET, WILL COUNTY, ILLINOIS

REVISIONS

0.000.00

01-21-2026

SHEET NO.

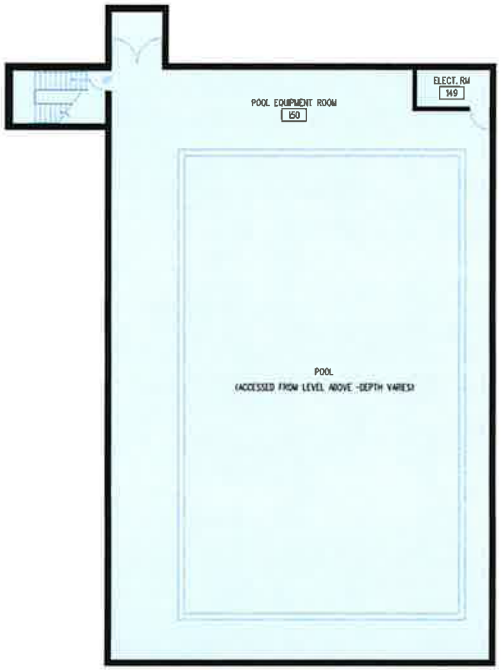
A-1

FIRST FLOOR PLAN

COPYRIGHT © 2026 HEALY BENDER PATTON & BEEN ARCHITECTS

PRIMARY USE LEGEND

- Aquatics Programming (operated by Dive Right In Scuba/The Swim Advantage)
- Indoor Basketball Courts (utilized by No Mercy Joliet Basketball)
- Accessory Retail and Training Area (related to Scuba Instruction and Aquatic Programming)
- Leased Juice/Snack Bar Space (independent tenant)



LOWER LEVEL FLOOR PLAN

1/8" = 1'-0"

0 2 4 8 16 24

WORKING NORTH

TRUE NORTH



SECOND FLOOR PLAN

1/8" = 1'-0"

WORKING NORTH

TRUE NORTH

PRELIMINARY

JANUARY 21, 2026

DO NOT USE FOR CONSTRUCTION PURPOSES

HEALY BENDER PATTON & BEEN

ARCHITECTS

4040 Fabens Avenue
Naperville, IL 60564
1.630.904.4300

www.healybender.com

THE FLEX FACILITY FOR
DIVE RIGHT IN SCUBA
JOLIET, ILLINOIS

FOR

DIVE RIGHT IN SCUBA, INC
JOLIET, WILL COUNTY, ILLINOIS

REVISIONS

0.000.00

01.21.2026

SHEET NO

A-2

OF 2

LOWER LEVEL AND SECOND FLOOR PLAN

© 2026 HEALY BENDER PATTON & BEEN ARCHITECTS

STAFF REPORT

DATE: April 9, 2026

TO: Zoning Board of Appeals

FROM: Helen Miller, Planner

RE:

Petition Number:	2026-10 and 2026-11
Applicant:	Dive Right In Scuba, Inc.
Status of Applicant:	Contract purchaser
Owner:	Greater Joliet Area YMCA
Location:	749 Houbolt Road (Council District #5)
Request:	2026-10: Variation of Use to allow an indoor and outdoor commercial recreation facility, a B-3 (general business) use, in the R-B (restricted business) district
	2026-11: Variation to allow unlighted outdoor recreational facilities within 200 feet of a single-family residential zoning district

---

Purpose

The applicant is requesting a Variation of Use to allow an indoor and outdoor commercial recreation facility within the R-B (restricted business) district. Commercial recreation facilities are permitted uses in the B-2 (central business) and B-3 (general business) districts, while unlighted outdoor recreational uses and facilities are permitted in the B-3 (general business) district. The site was developed for and is currently occupied by a branch of the Greater Joliet Area YMCA. Because the YMCA is a non-profit organization, the facility was categorized as a "public and semi-public building," which is a permitted use in the R-B district. The petitioner's proposal is for a commercial facility and therefore needs a Variation of Use to be located within the R-B district. The Variation of Use request must be considered by the City Council following the recommendation of the Zoning Board of Appeals.

The Zoning Ordinance states that "unlighted baseball fields" or similar open air recreational uses and facilities shall not be located within 200 feet of any single-family or two-family residential zoning district. The existing baseball fields, as well as the open fields and outdoor track on the western portion of the property, are within 200 feet of the property to the south, which has R-1 (single-family residential) zoning. Therefore, the petitioner is also requesting a variation from this spacing requirement to allow the existing outdoor facilities to remain as is. The Zoning Board of Appeals makes the final decision on this variation request.

Site Specific Information

The 16-acre subject property was annexed and zoned R-B (restricted business) in 1969. The existing recreational facility was constructed around 1982 and has operated as the Galowich Family branch of the Greater Joliet Area YMCA since that time. This YMCA branch will be permanently closing at the end of April. The petitioner is currently under contract to purchase the property.

The site currently contains an approximately 25,000-square-foot building, surface parking, two baseball fields, an outdoor walking track, and open grass fields. The building contains an indoor swimming pool, indoor basketball courts, and fitness center. Parking is located on all sides of the building, and the site has 104 parking stalls.

In 2008, the Zoning Board of Appeals approved a variation to allow a reduced setback for the existing monument sign.

Surrounding Zoning, Land Use and Character

- North: R-4 (multi-family residential), residential (Springwood subdivision); and B-3 (general business) and R-B (restricted business), forest preserve
- South: R-1 (single-family residential), agricultural (Joliet Junior College property)
- East: R-1A (single-family residential), residential (Silver Leaf subdivision)
- West: R-B (restricted business) and R-5 (multi-family residential), forest preserve

Applicable Regulations

- Section 47-13.1(A) & (H) B-3 (General Business) District Permitted Uses
- Section 47-12.1(1)(C) B-2 Central Business District Permitted Uses
- Section 47-17.28 Variation of Use
- Section 47-19.8 Findings of Fact Supporting a Variation (refer to attachment)

***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, Dive Right In Scuba, Inc., is requesting a Variation of Use to allow an indoor and outdoor commercial recreation facility within the R-B (restricted business) district at 749 Houbolt Road. The proposal, called The Flex, will include several primary uses that are similar to the existing operations at the facility. These uses consist of: aquatics programming, including swimming instruction, using the existing indoor

swimming pool; indoor basketball for a local youth organization (No Mercy Basketball) on the existing indoor courts; retail and training areas related to scuba instruction and aquatics programming; outdoor youth sports programming on the existing outdoor athletic fields; and a leased snack bar space. The petitioner intends to partner with local youth organizations to promote youth athletics and to fully use all amenities of the existing facility. A full business narrative is included in the staff report packet.

The petitioner states that the facility will support around 30 to 35 employees at full operation. Proposed hours of operation are 8:00 AM to 8:00 PM, seven days per week. The site contains existing surface parking surrounding the main building. There are approximately 104 off-street parking spaces, which meets the requirement for the proposed use. There are no exterior modifications proposed to the building or to the site at this time.

The facility will be owned and managed by Dive Right In Scuba. Dive Right In Scuba has two existing locations in Plainfield and Orland Park. They offer a variety of retail, repair, and training services related to diving, as well as a swim program (The Swim Advantage) at the Orland Park location.

In addition to the Variation of Use, the petitioner is requesting a Variation from the spacing requirement for unlighted outdoor recreational facilities. The Zoning Ordinance states that "open air recreational uses and facilities" shall not be located within 200 feet of a single-family or two-family residential zoning district. The property to the south, which is owned by Joliet Junior College and currently used for agricultural purposes, has R-1 (single-family residential) zoning. The existing baseball fields and track are within 200 feet of the shared lot line with this property. There are no proposed additions to the outdoor facilities nor does the petitioner have plans to install outdoor lighting at this time. Approval of the variation would allow the existing outdoor fields to remain in their current condition. It should be noted that per the Zoning Ordinance, pedestrian lighting and security lighting do not constitute "lighting" as it pertains to unlighted versus lighted outdoor fields.

Recommended Action

Staff finds that the request meets the following criteria for a variation and variation of use:

- strict enforcement of the Zoning Ordinance would involve practical difficulties for the appropriate reuse of the site due to the site's existing design;
- the property would not be able to yield a reasonable return if used only under conditions allowed within the R-B zoning district;
- the hardship is due to the site's unique setup as an indoor and outdoor recreational facility; and
- the granting of the variation and variation of use would not alter the character of the local area.

The property is set up to be used as an indoor and outdoor recreational facility and would not be practically used for other permitted uses in the R-B district, such as professional offices or medical facilities. The location of the existing outdoor fields in relation to the adjacent R-1-zoned property to the south is an existing condition of the site that will remain unchanged as part of this request. The petitioner's proposal for a multi-use indoor and outdoor sports, aquatics, and recreation facility is very similar to the historical and current use of the property.

Conditions

If the Zoning Board desires to approve this Variation of Use to allow an indoor and outdoor commercial recreation facility, a B-3 (general business) use, in the R-B (restricted business) district, and a Variation to allow unlighted outdoor recreational facilities within 200 feet of a residential zoning district at 749 Houbolt Road, staff recommends that the following conditions would be included:

1. Should the property be declared a public nuisance, the property may be subject to a rehearing and a possible revocation of the Variation of Use.

Figure 1: Aerial view of subject site at 749 Houbolt Road (2025)



Figure 2: Existing building at 749 Houbolt Road, view northwest from Houbolt Road (April 2026)



Figure 3: Subject site, view southwest from Houbolt Road (May 2025)



Figure 4: Subject site, view northwest from Houbolt Road (May 2025)



Figure 5: Rear outdoor facilities: baseball fields, walking track, open field area; view west from rear parking area (April 2026)



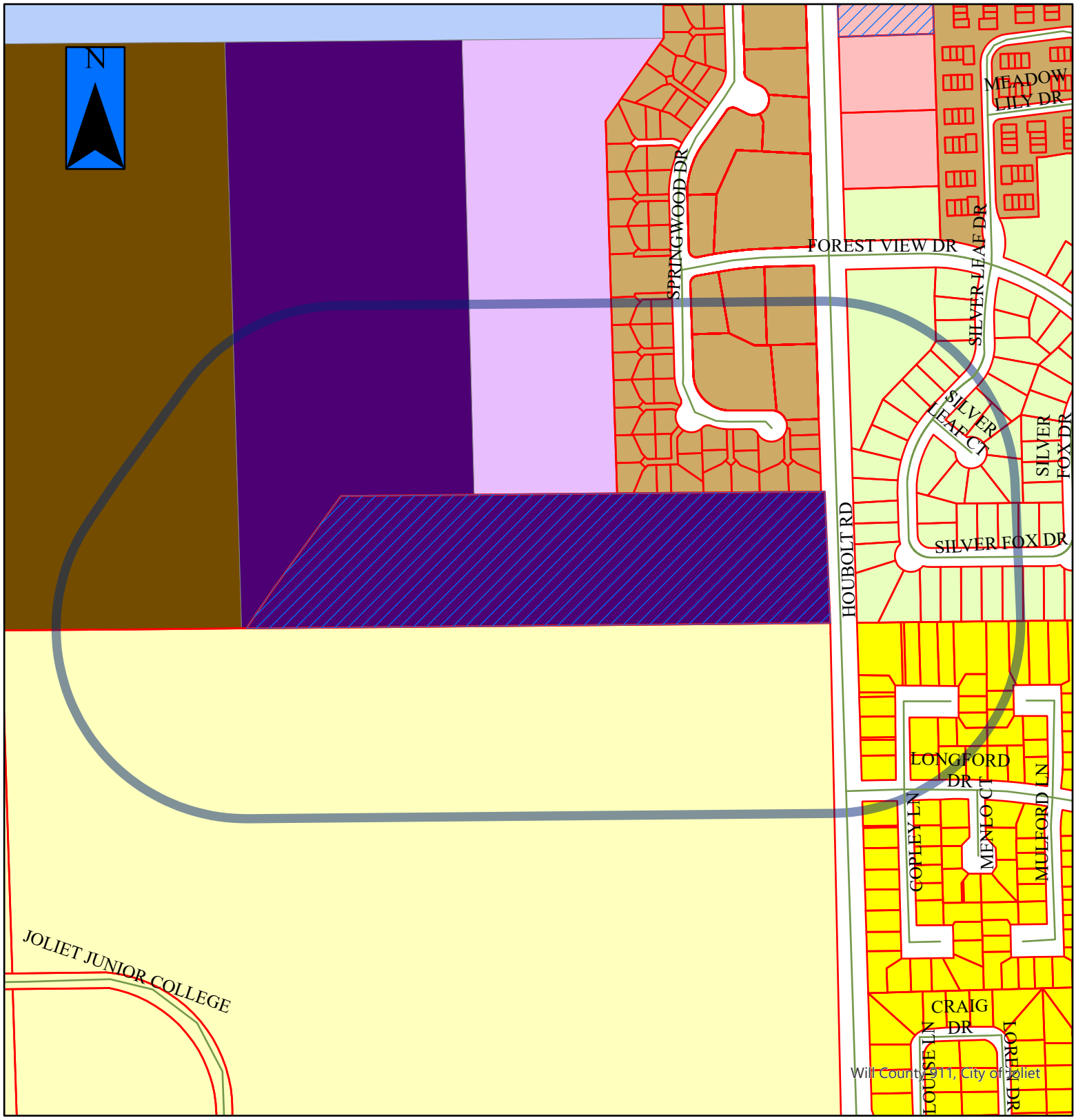


2026-10a, 2026-11a

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)



2026-10, 2026-11

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

PRIMARY USE LEGEND

- Aquatics Programming (operated by Dive Right In Scuba/The Swim Advantage)
- Indoor Basketball Courts (utilized by No Mercy Joliet Basketball)
- Accessory Retail and Training Area (related to Scuba Instruction and Aquatic Programming)
- Leased Juice/Snack Bar Space (independent tenant)



FIRST FLOOR PLAN

1/8" = 1'-0"

0 2 4 8 16 24

TRUE NORTH

PRELIMINARY

JANUARY 21, 2026

DO NOT USE FOR CONSTRUCTION PURPOSES

HEALY BENDER PATTON & BEEN

ARCHITECTS

www.healybender.com

THE FLEX FACILITY FOR DIVE RIGHT IN SCUBA

JOLIET, ILLINOIS

124

DIVE RIGHT IN SCUBA INC

JOLIET, WILL COUNTY, ILLINOIS

REVISIONS

0.000.00

01-21-2026

SHEET NO.

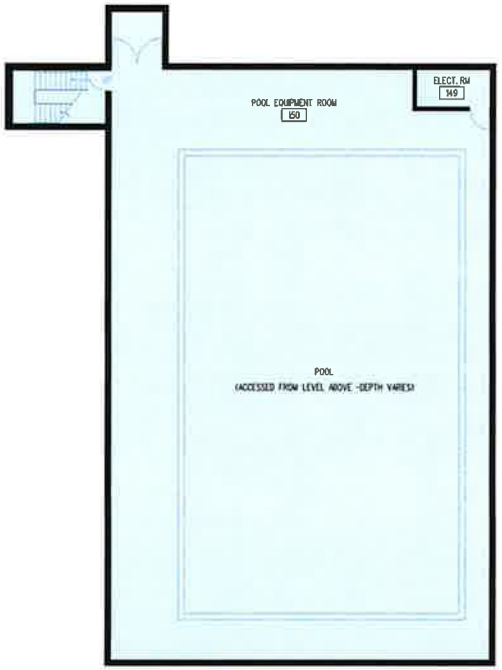
A-1

FIRST FLOOR PLAN

COPYRIGHT © 2026 HEALY BENDER PATTON & BEEN ARCHITECTS

PRIMARY USE LEGEND

- Aquatics Programming (operated by Dive Right In Scuba/The Swim Advantage)
- Indoor Basketball Courts (utilized by No Mercy Joliet Basketball)
- Accessory Retail and Training Area (related to Scuba Instruction and Aquatic Programming)
- Leased Juice/Snack Bar Space (independent tenant)



LOWER LEVEL FLOOR PLAN

1/8" = 1'-0"

0 2 4 8 16 24

WORKING NORTH

TRUE NORTH



SECOND FLOOR PLAN

1/8" = 1'-0"

WORKING NORTH

TRUE NORTH

PRELIMINARY

JANUARY 21, 2026

DO NOT USE FOR CONSTRUCTION PURPOSES

HEALY BENDER PATTON & BEEN

ARCHITECTS

4040 Fabens Avenue
Naperville, IL 60564
1.630.904.4300

www.healybender.com

THE FLEX FACILITY FOR
DIVE RIGHT IN SCUBA
JOLIET, ILLINOIS

FOR

DIVE RIGHT IN SCUBA, INC
JOLIET, WILL COUNTY, ILLINOIS

REVISIONS

0.000.00

01.21.2026

SHEET NO

A-2

OF 2

LOWER LEVEL AND SECOND FLOOR PLAN

© 2026 HEALY BENDER PATTON & BEEN ARCHITECTS

THE FLEX 749 HOUBOLT ROAD, JOLIET

1. Business Narrative - Proposed Use

The Flex is a professionally managed, multi-use indoor and outdoor sports, aquatics, and recreation facility intended to serve youth, families, schools, and organized athletic programs in the Joliet area. The facility consolidates several complementary uses into a single coordinated location.

Primary uses within the facility include:

- **Aquatics Programming** operated by Dive Right In Scuba and its DBA, The Swim Advantage, including swim instruction, aquatic safety education, and related programming.
- **Indoor Basketball Courts** utilized by No Mercy Joliet Basketball, a local not-for-profit youth basketball organization, for practices, training, and games.
- **Accessory Retail and Training Areas** related to scuba instruction and aquatic programming.
- **Outdoor Athletic Field Space** intended for organized youth sports programming (no lighting proposed at this time).
- **A Leased Juice/Snack Bar Space**, operated by an independent tenant who will obtain all required permits and licenses directly from the City.

2. Hours of Operation

The anticipated hours of operation for the facility are:

8:00 AM to 8:00 PM, seven (7) days per week

These hours represent the initial planned operating schedule. Hours may be adjusted modestly in the future as programming demand evolves, subject to City requirements.

3. Staffing

Staffing levels will vary based on programming and scheduled activities. At full operation, the facility will support approximately **30–35 total staff members** across all uses, including administrative personnel, instructors, coaches, and operational staff. Staffing includes a combination of employees and contracted instructors/coaches, depending on program needs.

4. Operations & Safety

- No alcohol will be sold or served anywhere within the facility.
- Aquatic activities will be supervised by trained and certified staff, with lifeguards present whenever the pool is in use.
- All programming is structured, scheduled, and supervised.

- The facility will maintain staffed front desk operations and controlled access during operating hours.

5. Community Benefit

The Flex is designed to provide organized youth sports, aquatic education, and fitness programming in a safe, professionally managed environment. Partnerships with local Joliet-based organizations and school districts will promote youth development, physical fitness, and water safety while maximizing efficient use of the facility throughout the day.

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: 749 Houbolt Road

PETITIONER'S NAME: Dive Right in Scuba, Inc.

HOME ADDRESS: - ZIP CODE: -

BUSINESS ADDRESS: 24222 West Lockport St., Plainfield, IL ZIP CODE: 60544

PHONE: (Primary) [redacted] (Secondary) -

EMAIL ADDRESS: [redacted] FAX: -

PROPERTY INTEREST OF PETITIONER: contract purchaser

OWNER OF PROPERTY: Greater Joliet Area YMCA

HOME ADDRESS: - ZIP CODE: -

BUSINESS ADDRESS: 749 Houbolt Road, Joliet, IL ZIP CODE: 60431

EMAIL ADDRESS: [redacted] 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*):

City of Joliet Fire Department, Craig Sayles - [redacted]

US Head, Marco Maestri - [redacted]

Huish Outdoors, David Burroughs - [redacted]

OTHER PROJECTS AND/OR DEVELOPMENTS:

Dive Right In Scuba, 24222 West Lockport Street, Plainfield, Illinois

Dive Right In Scuba, 16336 South 104th Avenue, Orland Park, Illinois

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 06-14-300-012 ;

_____ ; _____ ; _____ .

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):

Attached.

LOT SIZE: WIDTH: 405 ft DEPTH: 482 ft AREA: 16.1 acres

PRESENT USE(S) OF PROPERTY: YMCA facility with outdoor fields

PRESENT ZONING OF PROPERTY: R-B Restricted Business District

VARIATION OF USE REQUESTED: to allow B-3 District uses, ie. general business, retail, and recreation uses, in the R-B Restricted Business District.

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 Subject Property is owned by the Greater Joliet Area YMCA, which has constructed a YMCA facility with a swimming pool, basketball courts, training areas, and unlighted outdoor athletic fields. The YMCA is relocating to a new facility and has entered into a Purchase and Sale Contract with the Petitioner. The Petitioner proposes to repurpose the facility into a professionally managed multi-use indoor and outdoor sports, acquatics, and recreation facility intended to serve youth, families, schools, and organized athletic programs in the Joliet area. The Subject Property is zoned R-B Restricted Business District and the YMCA is a permitted use. However, the Petitioner's proposal is considered a commercial use which is not permitted in the R-B District. The existing facility is a specialized facility, which cannot be easily repurposed, If the Variation of Use is not granted, the Subject Property cannot be repurposed, thereby eliminating it from yielding a reasonable return.

2. What unique circumstances exist which mandate a variance?

The unique circumstance of the Subject Property is that it is developed with a specialized building. The YMCA facility cannot be easily repurposed for a use permitted in the R-B District. No public or not for profit entity has expressed an interest in acquiring the Subject Property. For the Subject Property to be used by the Petitioner as a commercial facility requires the requested Variation of Use.

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.

The granting of the Variation of the Use should not have any impact upon the essential character of the general area in that the use of the Subject Property is not changing; only the ownership of the Subject Property is changing from a not-for-profit entity to a commercial operator.

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, Michael Pedersen, 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.

Michael Pedersen by his attorney
Petitioner's Signature

[redacted]

Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this 26th day of February, 2026.

[redacted]

Subscribed and sworn to before me this 26 day of February, 20 26

[redacted]

OFFICIAL SEAL
MEGAN ENGELMAN
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 995190
My Commission Expires August 14, 2028

OFFICIAL SEAL
PAMELA K ROBERTS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/3/27

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/APPEAL

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: 749 Houbolt Road

PETITIONER'S NAME: Dive Right In Scuba, Inc.

HOME ADDRESS: - ZIP CODE: -

BUSINESS ADDRESS: 24222 West Lockport St., Plainfield, Illinois ZIP CODE: 60544

PHONE: (Primary) [redacted] (Secondary) -

EMAIL ADDRESS: [redacted] FAX: -

PROPERTY INTEREST OF PETITIONER: contract purchaser

OWNER OF PROPERTY: Greater Joliet Area YMCA

HOME ADDRESS: - ZIP CODE: -

BUSINESS ADDRESS: 749 Houbolt Road, Joliet, Illinois ZIP CODE: 60431

EMAIL ADDRESS: [redacted] 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*):

City of Joliet Fire Department, Craig Sayles - [redacted]

US Head, Marco Maestri - [redacted]

Huish Outdoors, David Burroughs - [redacted]

OTHER PROJECTS AND/OR DEVELOPMENTS:

Dive Right In Scuba, 24222 West Lockport Street, Plainfield, Illinois

Dive Right In Scuba, 16336 South 104th Avenue, Orland Park, Illinois

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 06-14-300-012 ;

_____; _____; _____.

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):

Attached.

LOT SIZE: WIDTH: 405 ft DEPTH: 482 ft AREA: 16.1 acres

PRESENT USE(S) OF PROPERTY: YMCA facility with outdoor fields

PRESENT ZONING OF PROPERTY: R-B Restricted Business District

VARIATION/APPEAL REQUESTED: to allow unlighted open air recreation uses and facilities to be located less than 200 feet, ie. .45 feet, from a single-family residential zoning district.

RESPONSE TO VARIATION 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 Subject Property is owned by the Greater Joliet Area YMCA, which has constructed a YMCA facility with a swimming pool, basketball courts, training areas, and unlighted outdoor athletic fields. The YMCA is relocating to a new facility and has entered into a Purchase and Sale Contract with the Petitioner. The Petitioner proposes to repurpose the facility into a professionally managed multi-use indoor and outdoor sports, acquatics, and recreation facility intended to serve youth, families, schools, and organized athletic programs in the Joliet area. The Subject Property is zoned R-B Restricted Business District, and the YMCA is a permitted use. However, the Petitioner's proposal is considered a commercial use which is not permitted in the R-B District. The Petitioner is requesting a Variation of Use to allow B-3 District uses, ie. general business, retail, and recreation uses on the Subject Property. The B-3 regulations require 200 foot setback between an unlighted open air recreational use or facility and a single-family residential zoning district. The property to the South of the Subject Property is zoned single-family and the setback is 45 feet. The outdoor fields are an existing element of the YMCA facility. If the Variation is not granted, then the fields would need to be redesigned, including the elimination of a significant portion of the existing fields. This reduction in the amount of sports fields will negatively impact the ability to yield a reasonable return.

2. What unique circumstances exist which mandate a variance?

The unique circumstance of the Subject Property is that it is developed with a specialized building and use. The YMCA facility cannot be easily repurposed for a use permitted in the R-B District. The sport fields are existing. A redesign of the sports fields would involve the elimination of a significant portion of the fields.

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.

The granting of the Variation should not have any impact upon the essential characterof the general area in that the location of the sports fields is not changing.

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, Michael Pedersen, 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.

Michael Pedersen by his attorney [redacted]
Petitioner's Signature

[redacted]
Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to me before me this 26th day of February, 2026

[redacted]

OFFICIAL SEAL
MEGAN ENGELMAN
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 995190
My Commission Expires August 14, 2028

Subscribed and sworn to before me this 26 day of February, 20 26

[redacted]

OFFICIAL SEAL
PAMELA K ROBERTS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/3/27

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:

749 Houbolt Road, Joliet

PIN(s): 06-14-300-012

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

Greater Joliet Area YMCA

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

Michael Pedersen

24222 West Lockport Street, Plainfield, Illinois 60544

E-MAIL [redacted] **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: [redacted]

DATE: February 26, 2026

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Kathleen C. West, Attorney at Law, Dommermuth, Cobine, West, Gensler, Philipchuck and Corrigan, Ltd

111 East Jefferson Ave Suite 200, Naperville, IL 60540, Telephone: [redacted] Email: [redacted]

PRINT

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).		

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, April 16, 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, Bob Nachtrieb, Debbie Radakovich and Jesse Stiff

Absent Jane McGrath Schmig

APPROVAL OF MINUTES

TMP-9651

Attachments: Zoning Board of Appeals Meeting Minutes 02-19-26.pdf

A motion was made by Jesse Stiff, seconded by Bob Nachtrieb, to approve: Zoning Board of Appeals Meeting Minutes 2-19-26. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

CITIZENS TO BE HEARD ON AGENDA ITEMS

A public comment was made in favor of Petitioner Joseph Spillie, related to agenda items: PETITION 2026-13, PETITION 2026-14, and PETITION 2026-15.

Individuals came forward to comment on PETITION 2026-07, PETITION 2026-08, and PETITION 2026-09. Planning Director Jayne Bernhard informed the public and the Board these petitions were deferred and will be on the June Zoning Board of Appeals agenda.

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

ID-2245-20

Attachments: 16329 S. Boulevard PL Staff Report Packet

Ms. Bernhard read the staff report into the record. Mr. David Mikel with SES Branding appeared on behalf of the petition. Mr. Mikel made comments regarding the need for additional signage to attract and direct customers. No public comments were made in favor of or in opposition to the petition.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve: PETITION 2026-04: A series of Variations on signage, located at 16329 S. Boulevard Place. (COUNCIL DISTRICT #1). The motion carried by the following

vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9641

Attachments: 203 N Ottawa Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. MJ Sughayer, the property owner, appeared on behalf of the petition to answer questions from the Board. No public comments were made in favor of or in opposition to the petition.

A motion was made by Ralph Bias, seconded by Bob Nachtrieb, to approve: PETITION 2026-05: A Variation on signage to exceed the maximum total sign area in the B-2 (central business) district, located at 203 N. Ottawa Street. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb and Stiff

Nay: Radakovich

Absent: McGrath Schmig

TMP-9642

Attachments: ZBA 2026-06 (SEC Theodore St and Staghorn Dr) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Justin Harrison, representing the Fall Creek Homeowners Association, appeared on behalf of the petition and commented on the need for an illuminated sign. A resident came forward to inquire how the new sign would be paid and if HOA fees would increase. Mr. Harrison responded.

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve: PETITION 2026-06: A Variation to allow an illuminated subdivision monument sign in the R-1A (single-family residential) zoning district, located at SEC Theodore Street and Staghorn Drive. (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9643

Attachments: Fairview Deferred.pdf

Ms. Bernhard explained again that PETITION 2026-07, PETITION 2026-08, and PETITION 2026-09 were deferred and will be on the June Zoning Board of

Appeals agenda.

TMP-9644

Attachments: ZBA 2026-10 2026-11 (749 Houbolt Rd) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Mike Pedersen and his attorney appeared on behalf of the petitions. In response to Mr. Bias' questions, Mr. Pedersen made comments regarding the services that Dive Right in Scuba, Inc. offers. A discussion was had about preserving the Galowich name on the building.

A motion was made by Ralph Bias, seconded by Bob Nachtrieb, to approve: PETITION 2026-10: A Variation of Use to allow an indoor and outdoor commercial recreation facility, a B-3 (general business) use, in the R-B (restricted business) district, located at 749 Houbolt Road. (COUNCIL DISTRICT #5)

PETITION 2026-11: A Variation to allow unlighted outdoor recreational facilities within 200 feet of a single-family residential zoning district, located at 749 Houbolt Road. (COUNCIL DISTRICT #5)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9645

Attachments: 1516 Edgerton Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Fernando Duran with Omega Sign & Lighting appeared on behalf of the petition, clarifying the proposed sign's shape and size. Ms. Bernhard paused the hearing to consult with Interim Corporation Counsel Todd Lenzie and Mr. Duran. It was determined the correct sign size was listed on the public notice, and the hearing continued.

A motion was made by Ralph Bias, seconded by Bob Nachtrieb, to approve: PETITION 2026-12: A Variation to increase maximum area of a ground sign for a non-residential use in the R-2 (single-family residential) zoning district, located at 1516 Edgerton Drive. (COUNCIL DISTRICT #2). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9646

Attachments: 81 N Chicago Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Joseph Spillie, owner of Ink Everything, appeared on behalf of the petitions. Mr. Spillie answered questions from the Board and provided additional information regarding his private tattoo business.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve: PETITION 2026-13: A Special Use Permit to allow a tattoo studio, located at 81 N. Chicago Street. (COUNCIL DISTRICT #5)

PETITION 2026-14: A Variation of Use to allow a tattoo studio, a B-3 (general business) use, in the B-2 (central business) district, located at 81 N. Chicago Street. (COUNCIL DISTRICT #5)

PETITION 2026-15: A Variation to allow a tattoo studio within 1,000 feet of a library, located at 81 N. Chicago Street. (COUNCIL DISTRICT #5)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9647

Attachments: ZBA 2026-16 2026-17 (2450 W Jefferson St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Josh Melder with Menard, Inc. appeared on behalf of the petitions. Mr. Melder made comments regarding the proposed self-storage facility. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve: PETITION 2026-16: A Special Use Permit to allow a self-storage facility, located at 2450 W. Jefferson Street. (COUNCIL DISTRICT #5)

PETITION 2026-17: A Variation from the Non-Residential Design Standards to allow engineered wood siding in the I-1 (light industrial) zoning district, located at 2450 W. Jefferson Street. (COUNCIL DISTRICT #5)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb and Stiff

Nay: Radakovich

Absent: McGrath Schmig

TMP-9648

Attachments: ZBA 2026-18 2026-19 (370 Ruby St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Israel Hernandez, the property owner, appeared on behalf of the petitions and answered questions

from the Board. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve: PETITION 2026-18: A Special Use Permit to allow an automotive repair facility, located at 370 Ruby Street. (COUNCIL DISTRICT #4)

PETITION 2026-19: A Variation from the spacing requirements for an automotive repair facility near a residential zoning district, located at 370 Ruby Street. (COUNCIL DISTRICT #4)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9649

Attachments: ZBA 2026-20 2026-21 (540 Bluff St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Abraham Garcia, the property owner, appeared on behalf of the petitions. The Board made inquiries regarding the purchase of the property, permits, and zoning, and Mr. Garcia responded. In response to construction-related questions from the Board, Mr. Garcia's architect, Mr. Bob Gebel, appeared and commented.

A motion was made by Debbie Radakovich, seconded by Jesse Stiff, to deny both petitions: PETITION 2026-20: A Variation of Use to allow conversion of a single-unit residence into a two-unit residence, an R-3 (one- and two-family residential) use, in the R-2 (single-family residential) zoning district, located at 540 Bluff Street. (COUNCIL DISTRICT #4)

PETITION 2026-21: A Variation to reduce the front yard setback to allow a second story addition, located at 540 Bluff Street. (COUNCIL DISTRICT #4)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9650

Attachments: ZBA 2026-22 (201 N William St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Ms. Maria Garcia, the property owner, appeared on behalf of the petition to answer questions from the Board. No public comments were made in favor of or in opposition to the petition.

A motion was made by Jesse Stiff, seconded by Ralph Bias, to approve: PETITION 2026-22: A Variation of Use to allow the continuation of a three-unit

residence, an R-4 (multi-family residential) use, in the R-2 (single-family residential) zoning district, located at 201 N. William Street. (COUNCIL DISTRICT #2). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

NEW BUSINESS

TMP-9761

A motion was made by Jesse Stiff, seconded by Debbie Radakovich, to elect Ralph Bias as the new Vice Chair of the Zoning Board of Appeals. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve adjournment. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

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: 256-26

File ID: 256-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/17/2026

Department: **Final Action:**

Title: Ordinance Approving a Variation of Use to Allow an Indoor and Outdoor Commercial Recreation Facility, a B-3 (General Business) Use, in the R-B (Restricted Business) District, Located at 749 Houbolt Road (ZBA 2026-10)

Agenda Date: 05/05/2026

Attachments: Ordinance - Variation of Use 749 Houbolt Rd.docx, Narrative and Floor Plans 2026-10.pdf, ZBA Staff Report Packet 2026-10 2026-11.pdf, Zoning Board of Appeals Minutes 04-16-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/30/2026	Dustin Anderson	Approve	4/24/2026
1	2	4/30/2026	Todd Lenzie	Approve	5/4/2026
1	3	5/1/2026	Beth Beatty	Approve	5/4/2026

Memo

File #: 257-26 **Agenda Date:**5/5/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Approving a Special Use Permit to Allow an Automotive Repair Facility, Located at 370 Ruby Street (ZBA 2026-18)

BACKGROUND:
The petitioner and property owner, Israel Hernandez, is requesting a Special Use Permit to allow an automotive repair facility at 370 Ruby Street. The property is zoned B-3 (general business), which allows automotive repair facilities as special uses. The current building was constructed as an automobile service station around 1960, and then was occupied by Plese Radiator Service from the 1970s until around 2020.

The business would operate from the existing commercial building, which contains two repair bays, restrooms, and an office area. The proposed facility would serve the general public and also be used to service and repair cars for sale by the petitioner's nearby car dealership, Gigante Motors (located at 267 Ruby Street). Repair services offered would include routine maintenance, diagnostics, brake repair and replacement, and engine code identification and repair. The business would accept walk-in customers in addition to scheduled appointments. The petitioner anticipates servicing around four vehicles per day or around 24 vehicles per week. The business will have three employees: two mechanics and one office staff member. The proposed hours of operation are Monday through Friday from 9 AM to 6 PM and Saturday from 9 AM to 3 PM. Car sales would not be permitted at this site.

The petitioner and City staff have identified several site improvements that will be required as conditions of the special use permit. The site surrounding the building is almost entirely paved but is not currently striped with parking stalls. In addition, there are currently three curb cuts that provide access to the site: two off Ruby Street and one along the west side off Center Street. The petitioner will remove the asphalt and install grass at the northwest corner of the site that is within the visibility triangle for the intersection of Center Street and Ruby Street. They will also install grass along the north property line as a buffer between the parking stalls and the public sidewalk. These improvements will add green space to the property and improve traffic safety and circulation on and around the site. The petitioner will also remove and replace a portion of the sidewalk and curb along Ruby Street to eliminate the west curb cut nearest the intersection. Finally, the petitioner will need to stripe the parking lot in accordance with City standards. These parking stall areas are identified on the attached site plan. Additionally, if the site has an outside dumpster, it will need to be screened on three sides with a solid enclosure as required by the Zoning Ordinance. There are no significant exterior modifications or additions planned for the building.

The Zoning Ordinance requires that auto repair facilities not have openings within 100 feet of a

residential zoning district. The two loading doors on the north side of the existing building are within 100 feet of the residential property to the south. At their meeting on April 16, 2026, the Zoning Board of Appeals approved a Variation from this spacing requirement to allow the proposed repair facility to occupy the existing building.

The special use request meets the attached criteria for special uses. The subject site has historically been used for auto repair and sits along the established Ruby Street commercial corridor. The proposed site improvements will enhance the appearance of the site and improve site circulation. Adequate drainage and utility infrastructure exists at the site. The site has existing points of ingress and egress, and the proposed curb replacement along Ruby Street will improve site circulation by eliminating the driveway entrance near the intersection.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter on April 16, 2026. Israel Hernandez and Tiffany Hernandez, petitioner, represented the petition. No one spoke in favor of or in opposition to 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 Special Use Permit to allow an automotive repair facility, located at 370 Ruby Street, subject to the following conditions:

1. That all proposed site improvements are completed prior to the issuance of a Certificate of Occupancy, including:

    a. Removal and replacement of the curb and sidewalk along a portion of Ruby Street;

    b. Removal of asphalt and installation of turf grass at the northwest corner and along the north side of the site;

    c. Striping of the parking lot in accordance with City standards;

2. That a functional oil separator shall be in place for the garage bays prior to the issuance of a Certificate of Occupancy;

3. That all service and repairs shall be performed within the building;

4. That a City business license shall be obtained;

5. That the Special Use granted shall herein 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. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and

6. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

Jesse Stiff seconded the motion, which passed with five (5) aye votes and no nay votes. Voting aye were: Bias, Hennessy, Nachtrieb, Radakovich, and Stiff. Voting nay were: none. Absent were: McGrath Schmig.

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 an Automotive Repair Facility, Located at 370 Ruby Street

ORDINANCE NO._____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
(370 Ruby Street)

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: 30-07-09-200-001-0000
ADDRESS: 370 Ruby Street
ZBA APPROVED: Yes
PETITION #: 2026-18

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: 370 Ruby Street

1. **LEGAL DESCRIPTION OF PROPERTY:**

   THAT PART OF LOT 12 IN PAESOLDS SUBDIVISION OF BLOCK 34 IN NORTH JOLIET, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 110.4 FEET; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT THAT IS 96 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE OF THE SAID LOT TO THE POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

   PIN: 30-07-09-200-001-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Special Use Permit to allow an automotive repair facility

3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

   1. That all proposed site improvements are completed prior to the issuance of a Certificate of Occupancy, including:

      a. Removal and replacement of the curb and sidewalk along a portion of Ruby Street;

      b. Removal of asphalt and installation of turf grass at the northwest corner and along the north side of the site;

      c. Striping of the parking lot in accordance with City standards;

   2. That a functional oil separator shall be in place for the garage bays prior to the issuance of a Certificate of Occupancy;

   3. That all service and repairs shall be performed within the building;

   4. That a City business license shall be obtained;

   5. That the Special Use granted shall herein 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. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an

intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and

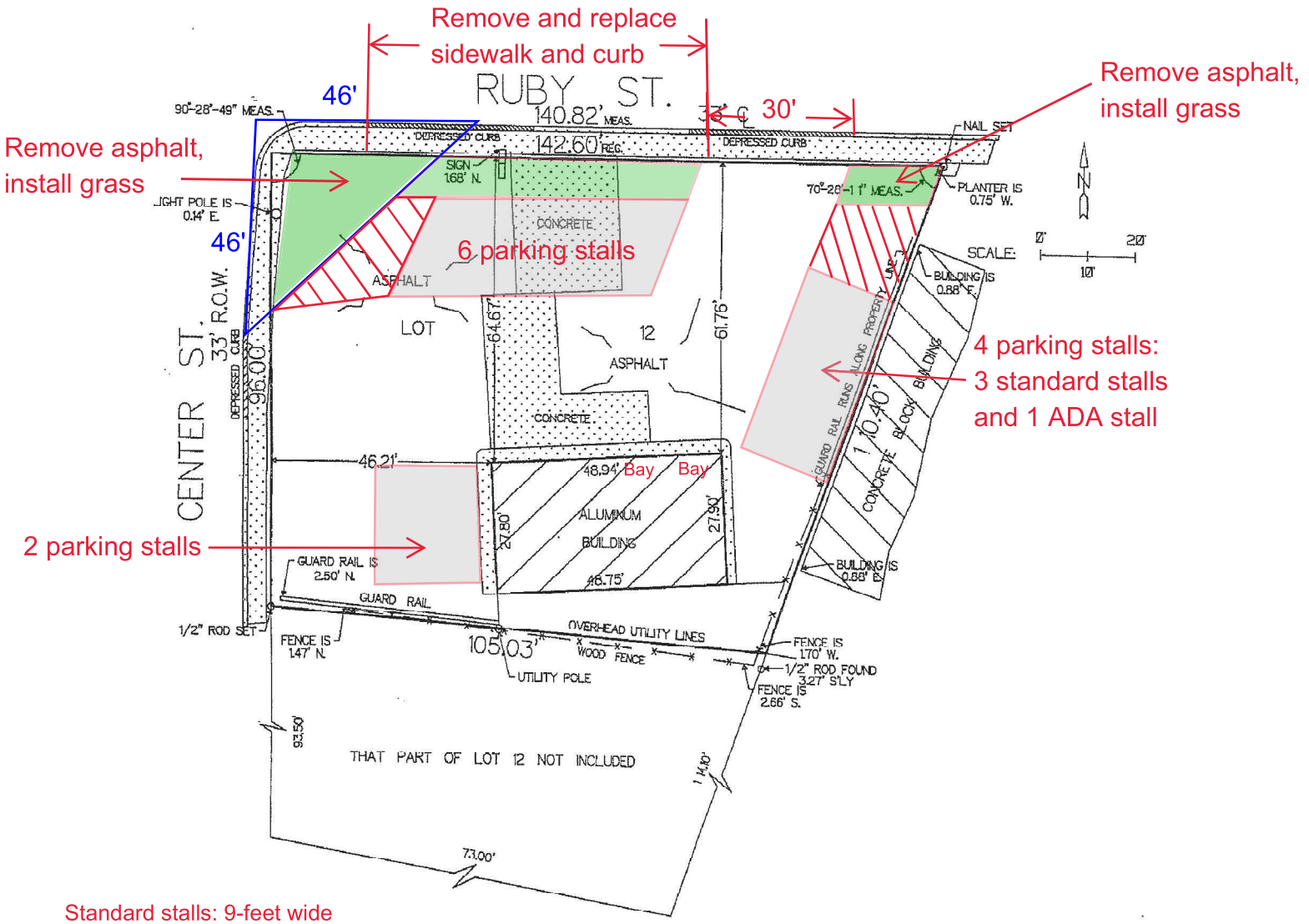
6. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

PROPOSED SITE PLAN FOR 370 RUBY STREET

PLAT OF SURVEY

THAT PART OF LOT 12 IN PAESOLDS SUBDIVISION OF BLOCK 34 IN NORTH JOLIET, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 110.4 FEET; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT THAT IS 96 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE OF THE SAID LOT TO THE POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

370 RUBY STREET
JOLIET, IL



Standard stalls: 9-feet wide
ADA stall: 11-feet wide with 5-foot striped area

COMMUNITY SURVEY INC.
81 N. CHICAGO STREET, SUITE 207
JOLIET, IL 60432
(815) 722-9005 (815) 722-9019 - fax
EMAIL: kvcommunitysurvey@att.net
DESIGN FIRM NO. 184-002899

CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.

WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR SARA GRAY UNDER MY HAND AND SEAL ON THIS 2ND DAY OF JANUARY 2026.
FIELD WORK 12/31/2025.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEY NUMBER 25-31568

ILLINOIS LAND SURVEYOR NO. 3701
EXPIRES 11/30/2026

STAFF REPORT

DATE: April 9, 2026

TO: Zoning Board of Appeals

FROM: Helen Miller, Planner

RE:

Petition Number:	2026-18 and 2026-19
Applicant:	Israel Hernandez
Status of Applicant:	Property and business owner
Location:	370 Ruby Street (Council District #4)
Request:	2026-18: A Special Use Permit to allow an automotive repair facility
	2026-19: A Variation from the spacing requirements for an automotive repair facility near a residential zoning district

---

Purpose

The applicant is requesting a Special Use Permit to allow an automotive repair facility at 370 Ruby Street. Per the City of Joliet Zoning Ordinance, an automotive repair facility may be allowed as a special use in the B-3 (general business) district by the Mayor and City Council, with the advice of the Zoning Board of Appeals in accordance with Section 47-5.2.

The Zoning Ordinance states that any part of the building where repair takes place shall not have any openings within 100 feet of any residential zoning district. The petitioner is requesting a variation from this requirement because the existing building has a loading door within approximately 40 feet of the residentially-zoned property to the south. The Zoning Board of Appeals makes the final decision on this variation request.

Site Specific Information

The subject site is around 12,100 square feet and contains an existing 1,360-square-foot commercial building with two garage bays, restrooms, and an office area. The rest of the site surrounding the building is paved but is not currently striped with parking stalls. There are three curb cuts that provide access to the site: two off Ruby Street and one along the west side off Center Street. There is an existing 6-foot wood fence along the south property line adjacent to the residential property to the south. The subject property is zoned B-3 (general business) district.

The current building was constructed around 1960 when the site was developed with an automobile service station. Around 1976, Plese Radiator Service, an automotive repair

business, occupied the site and was listed in the City Directories at this address until around 2020, when the petitioner purchased the property. The petitioner has been parking sales inventory on the property in the last few years but is now pursuing the requested petitions to allow an automotive repair use at the site.

Surrounding Zoning, Land Use and Character

- North: B-3 (general business), residential
- South: R-3 (one- and two-family residential), residential
- East: B-3 (general business), commercial (contractor business)
- West: B-1 (neighborhood business), commercial (professional office)

Applicable Regulations

- Section 47-13.2A(G) Special Uses – B-3 (General Business) District
- Section 47-5.2 (C) Criteria for issuance of a Special Use Permit (refer to attachment)
- Section 47-19.8 Findings of Facts Supporting a Variation (refer to attachment)

Discussion

The petitioner and property owner, Israel Hernandez, is requesting a Special Use Permit to allow an automotive repair facility in the B-3 (general business) district at 370 Ruby Street. The petitioner owns Gigante Motors, a car dealership located several blocks to the east at 267 Ruby Street. The proposed facility at 370 Ruby Street would serve the general public and also be used to service and repair cars for sale by Gigante Motors. Repair services offered would include routine maintenance, diagnostics, brake repair and replacement, and engine code identification and repair. The business would accept walk-in customers in addition to scheduled appointments. The petitioner anticipates servicing around four vehicles per day or around 24 vehicles per week. The business will have three employees: two mechanics and one office staff member. The proposed hours of operation are Monday through Friday from 9 AM to 6 PM and Saturday from 9 AM to 3 PM.

The existing building contains office space and repair bays for the business. There are no significant exterior modifications or additions planned for the building. The petitioner will be required to ensure that a functional oil separator is in place for the floor drains within the two repair bays prior to the issuance of a Certificate of Occupancy.

The petitioner and City staff have worked to identify several site improvements that will be required as conditions of the special use permit. A proposed site plan is included as an attachment in the staff report packet. The petitioner will remove the asphalt and install grass at the northwest corner of the site that is within the visibility triangle for the

intersection of Center Street and Ruby Street. They will also install grass along the north property line as a buffer between the parking stalls and the public sidewalk. These improvements will add green space to the property and improve traffic safety and circulation on and around the site. The petitioner will also remove and replace the sidewalk and curb along Ruby Street from the west edge of the existing western curb cut to a point near the west edge of the existing eastern curb cut. This will eliminate the western entrance and create a 30-foot-wide entrance on the east, which is the maximum permitted width for a commercial driveway. Finally, the petitioner will need to stripe the parking lot in accordance with City standards. These parking areas are identified on the attached site plan. Additionally, if the site has an outside dumpster, it will need to be screened on three sides with a solid enclosure as required by the Zoning Ordinance.

In addition to the special use permit, the petitioner is requesting a variation from the spacing requirement for automotive repair facilities. The Zoning Ordinance states that the building where repair takes place shall have no openings within 100 feet of a residential zoning district. The loading doors for the two bays are approximately 40 feet from the rear property line that is shared with the residential property at 341 Marble Street. Therefore, the petitioner needs approval of a variation to allow an automotive use within the existing building, though there are no proposed additions to or expansion of the building.

Recommended Action

Staff finds that the special use request meets the attached criteria for special uses. The operation of the proposed use will not be detrimental to public health nor be injurious to the use of other property in the immediate vicinity. Additionally, the proposed use will not impede development of surrounding property. The site has functioned as an automotive use since the 1950s and is located along an established commercial corridor. The proposed site improvements will enhance the appearance of the site and improve site circulation. Adequate drainage and utility infrastructure exists at the site. The site has existing points of ingress and egress, and the proposed curb replacement along Ruby Street will improve site circulation by eliminating the curb cut that is close to the intersection.

Staff finds that the variation request meets the following variation criteria: enforcement of the spacing requirement would involve practical difficulties due to the existing conditions of the site. The building is existing and the location of the doors could not practically be reconfigured to meet the spacing requirement. The doors face north away from the residential property. Staff also finds that the approval of the variation will not alter the essential character of the area since the building has a long history of operation as an auto repair use.

Conditions

If the Zoning Board desires to approve the Special Use Permit and Variation to allow an automotive repair facility at 370 Ruby Street, staff recommends that the following conditions would be included:

1. That all proposed site improvements are completed prior to the issuance of a Certificate of Occupancy, including:
    a. Removal and replacement of the curb and sidewalk along a portion of Ruby Street;
    b. Removal of asphalt and installation of turf grass at the northwest corner and along the north side of the site;
    c. Striping of the parking lot in accordance with City standards.

2. That a functional oil separator shall be in place for the garage bays prior to the issuance of a Certificate of Occupancy;

3. That all service and repairs shall be performed within the building;

4. That a City business license shall be obtained;

5. That the Special Use granted shall herein 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. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and

6. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

Figure 1: Aerial view of subject site at 370 Ruby Street (2025)

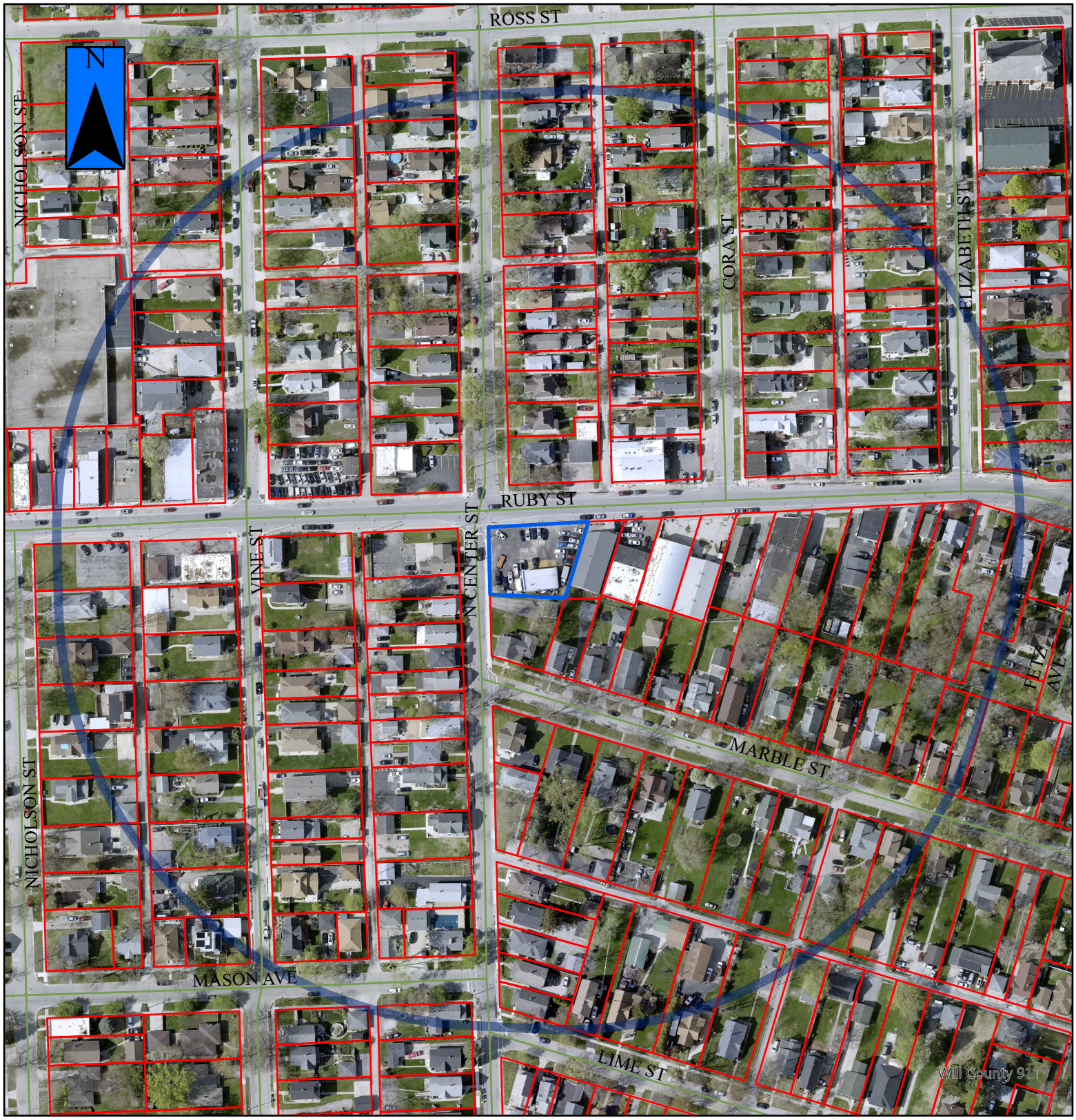


Figure 2: Subject site, view southeast from intersection of Ruby Street and Center Street (April 2026)



Figure 3: West side of subject site, view northeast from Center Street (April 2026)



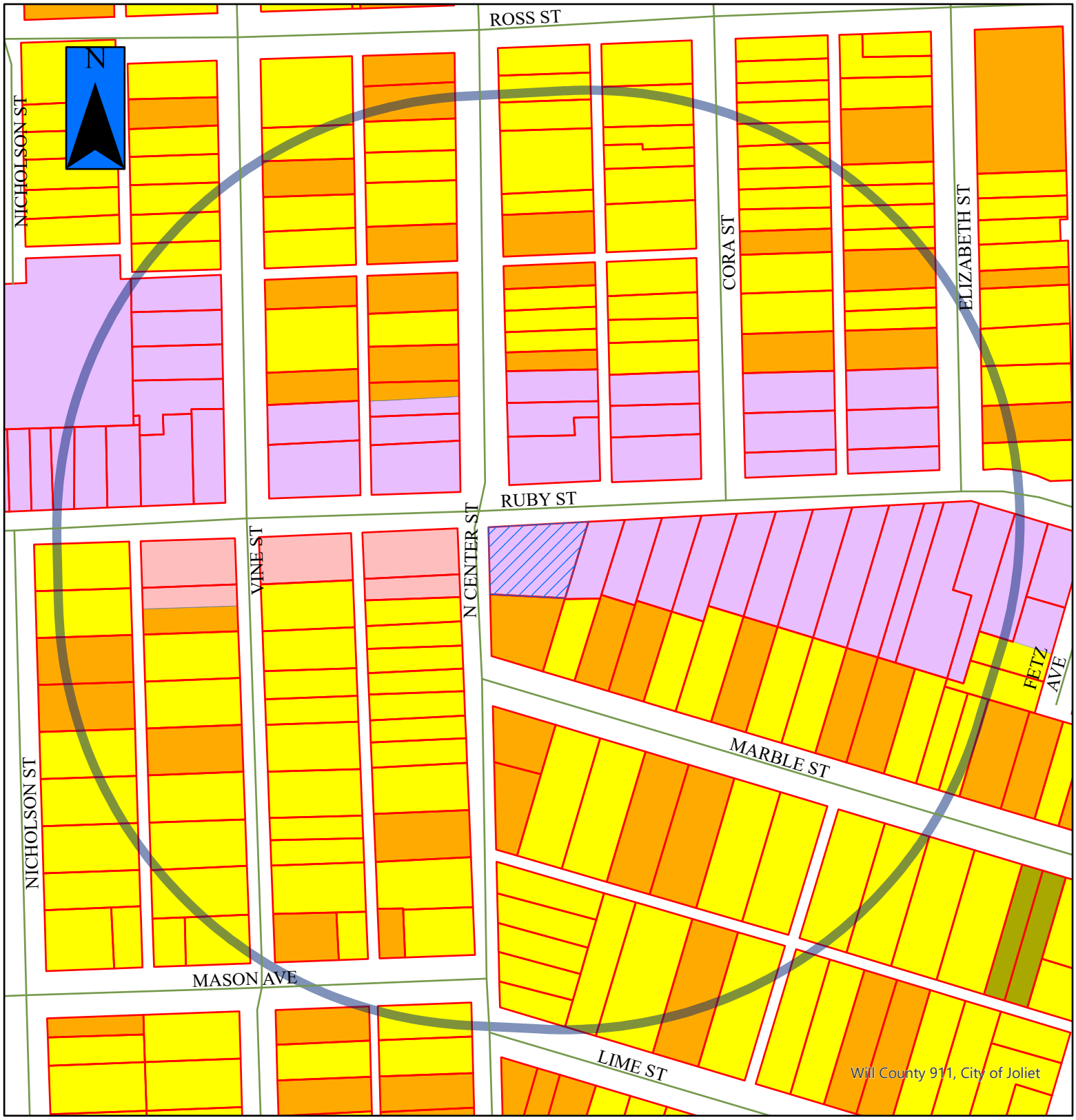


2026-18a, 2026-19a

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)



2026-18, 2026-19

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

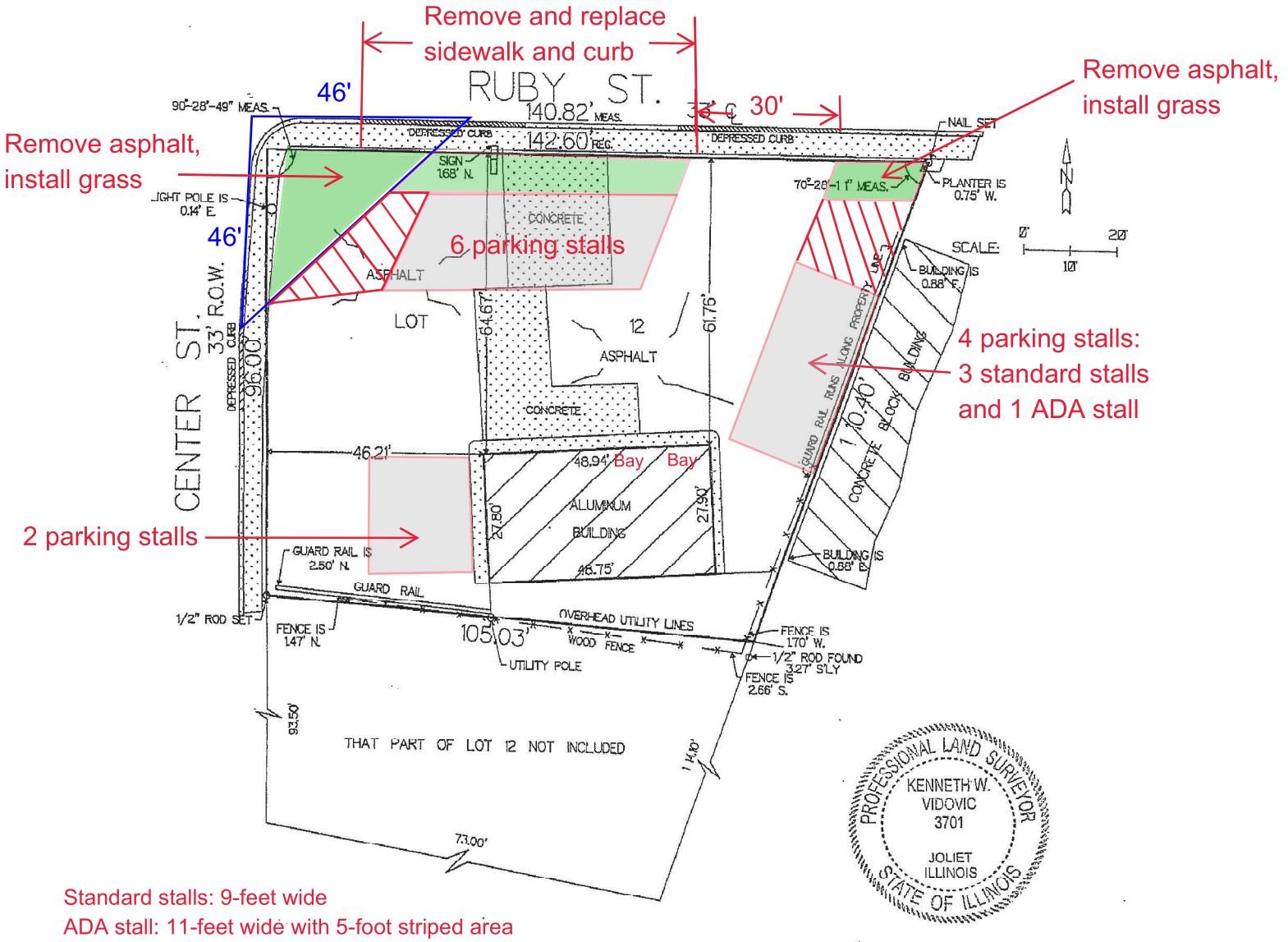
B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

PROPOSED SITE PLAN FOR 370 RUBY STREET

PLAT OF SURVEY

THAT PART OF LOT 12 IN PAESOLDS SUBDIVISION OF BLOCK 34 IN NORTH JOLIET, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 110.4 FEET; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT THAT IS 96 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE OF THE SAID LOT TO THE POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

370 RUBY STREET
JOLIET, IL



Standard stalls: 9-feet wide
ADA stall: 11-feet wide with 5-foot striped area

COMMUNITY SURVEY INC.
81 N. CHICAGO STREET, SUITE 207
JOLIET, IL 60432
(815) 722-9005 (815) 722-9019 - fax
EMAIL: kvcommunitysurvey@att.net
DESIGN FIRM NO. 184-002899

CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.

WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR SARA GRAY UNDER MY HAND AND SEAL ON THIS 2ND DAY OF JANUARY 2026.
FIELD WORK 12/31/2025.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

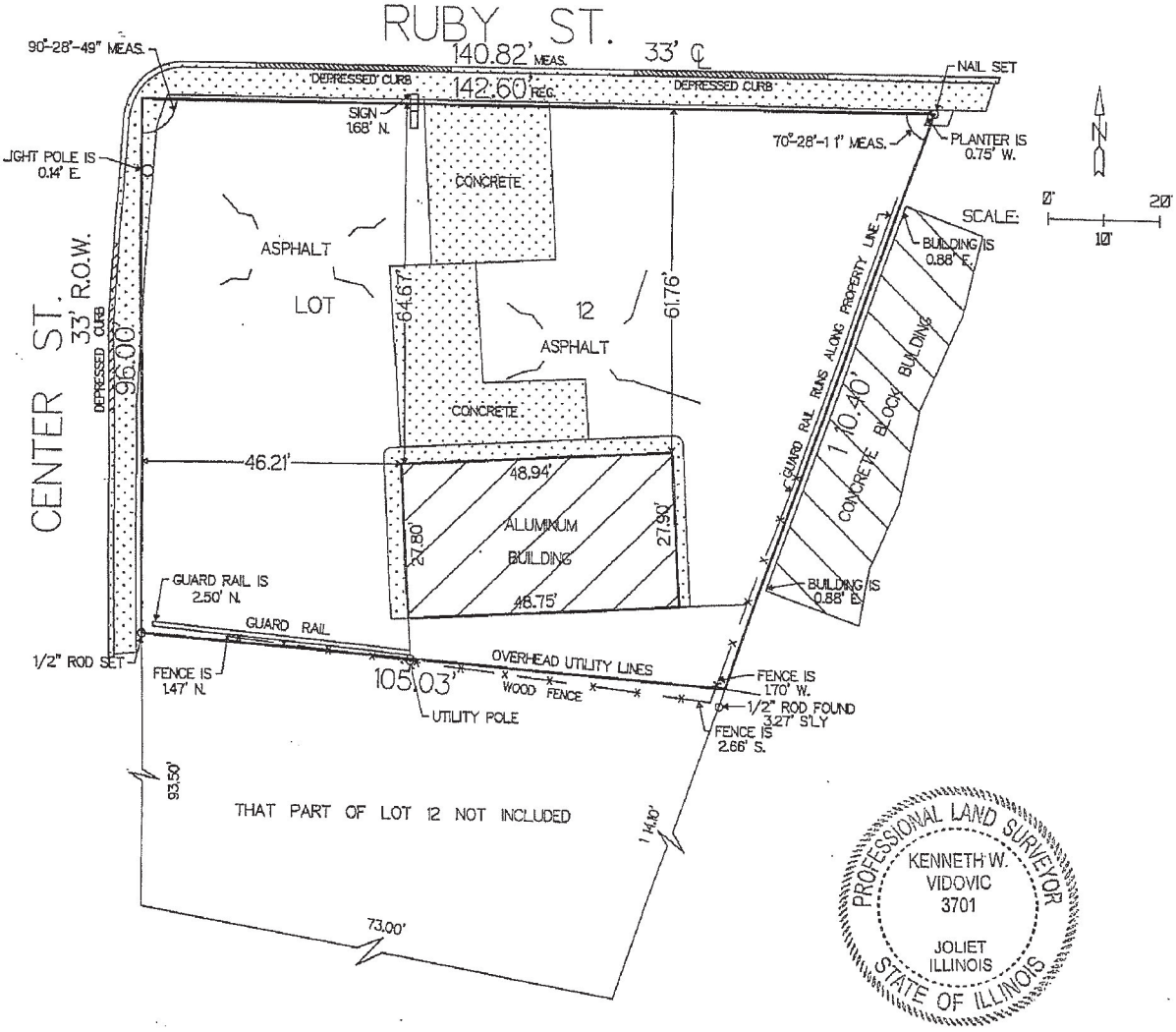
SURVEY NUMBER 25-31568

ILLINOIS LAND SURVEYOR NO. 3701
EXPIRES 11/30/2026

PLAT OF SURVEY

THAT PART OF LOT 12 IN PAESOLDS SUBDIVISION OF BLOCK 34 IN NORTH JOLIET, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 110.4 FEET; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT THAT IS 96 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE OF THE SAID LOT TO THE POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

370 RUBY STREET
JOLIET, IL



COMMUNITY SURVEY INC.
81 N. CHICAGO STREET, SUITE 207
JOLIET, IL 60432

(815) 722-9005 (815) 722-9019 - fax

EMAIL: kvcommunitysurvey@att.net

DESIGN FIRM NO. 184-002899

CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.

WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR SARA GRAY UNDER MY HAND AND SEAL ON THIS 2ND DAY OF JANUARY 2026.
FIELD WORK 12/31/2025.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEY NUMBER 25-31568

ILLINOIS LAND SURVEYOR NO. 3701
EXPIRES 11/30/2026

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: 370 RUBY ST JOLIET ILLINOIS 60435

PETITIONER'S NAME: ISRAEL HERNANDEZ

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: _____ ZIP CODE: _____

PHONE: (Primary) [redacted] (Secondary) [redacted]

EMAIL ADDRESS: [redacted] FAX: [redacted]

PROPERTY INTEREST OF PETITIONER: _____

OWNER OF PROPERTY: ISRAEL HERNANDEZ (SELF)

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: _____ ZIP CODE: _____

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.): 30-07-09-200-001-0000 ;

_____; _____; _____.

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):

THAT PRT OF LOT 12 IN PAESOLD'S SUB OF BLOCK 34 IN NORTH JOLIET, DAF: BEG AT THE NW COR OF SD LOT 12; THC E'LY ALG THE N LN OF SD LOT TO THE NE COR OF SD LOT; THE SW'LY ALG THE E LN OF SD LOT, A DIST OF 110.40 FT; THC NW'LY TO A PT ON THE W LN OF SD LOT THAT IS 96 FT S OF THE NW COR THROF; THC N ALG THE W LN OF SD LOT TO THE POB, BEING PART OF THE W1/2 OF THE NE1/4 OF SEC. 9, T35N-R10E.

LOT SIZE: WIDTH: _____ DEPTH: _____ AREA : _____

PRESENT USE(S) OF PROPERTY: MECHANIC GARAGE FOR MY DEALER ONLY CARS

PRESENT ZONING OF PROPERTY: _____

SPECIAL USE REQUESTED: _____

_____

_____

_____

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?

IT WILL NOT AFFECT IT

2. How will the special use impact properties in the immediate area?

IT WILL BE PROVIDING LOCAL TRUSTWORTHY MECHANICAL SERVICE AND BULDING A POSITIVE COMMUNITY REPUTATION IN THE NEIGHBORHOOI

3. Will the use impede the normal/orderly development/improvement of surrounding property?

NO, WE HAVE ENOUGH SPACE ON OUR LOT FOR VEHICLES THAT ARE BEING FIXED AND WAITING TO BE FIXED AND ALSO ROOM FOR CUSTOMERS TO HAVE TWO DIFFERENT EXITS OFF THE LOT

4. Are adequate utilities, access roads, drainage, and/or other necessary facilities provided?

YES

5. Have adequate measures been taken to provide ingress/egress design to minimize traffic congestion in public streets?

YES

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?

YES ,

DOES NOT VIOLATE ANY LAW, ORDIENENCES 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)?

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, Israel Hernandez, 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

Owner's Signature
(*If other than petitioner*)

OFFICIAL SEAL
NICOLE HUGHES
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires August 19, 2026

Subscribed and sworn to before me this 12 **day of** January, **20** 26

[redacted]

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/APPEAL

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: 370 RUBY ST JOLIET, IL 60435

PETITIONER'S NAME: ISRAEL HERNANDEZ

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 370 RUBY ST JOLIET ,IL ZIP CODE: 60435

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: AUTO MECHANIC SHOP

OWNER OF PROPERTY: ISRAEL HERNANDEZ

HOME ADDRESS: [redacted] ZIP CODE: [redacted]

BUSINESS ADDRESS: 370 RUBY ST JOLIET IL ZIP CODE: 60435

EMAIL ADDRESS: [redacted] 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*):

ALFA MUFFLERS; LUIS PACHECO [redacted]

CARNITAS DON JOSE & SUPERMARKET [redacted]

EL PRIMO RESTAURANTS [redacted]

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 30-07-09-200-001-0000;
370 RUBY ST; JOLIET; ILLINOIS 60435.

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):

LOT SIZE: WIDTH: 126.50 DEPTH: 100.52 AREA: 12720

PRESENT USE(S) OF PROPERTY: KPERSONAL GARAGE TO CLEAN AND FIX MY OWN CARS

PRESENT ZONING OF PROPERTY: B-3 general business

VARIATION/APPEAL REQUESTED: Variation to allow an auto repair facility with an opening within 100 feet of a residential zoning district

RESPONSE TO VARIATION 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?
CURRENT ZONING DOESNT PERMIT A USE THAT CAN FULLY UTILIZE THE SIZE LOCATION AND CONFIGURATION.

THE PROPERTY IS IDEALLY SUITED FOR AN AUTO REPAIR SHOP WITH INDOOR VEHICLE SERVICE AND AMPL E ON SITE PARKING

AS A RESULT UNDER EXISTING ZONING THE PROPERTY CANNOT PRODUCE A RESOABLE RETURN ,

GRANTING A VARIANCEIS ESSENTIAL TO ENABLE SUSTAINABLE USE OF THE PROPERTY

2. *What unique circumstances exist which mandate a variance?*

TO ALLOW AN AUTO REPAIR SHOP WITHIN 100 FEET OF A RESIDENTIAL ZONING DISTRICT

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.*

POSITIVES;CONVENIENT ACCESS TO VEHICLE MAINTENANCE AND REPAIR SERVICES FROM AN HONEST SHOP

SUPPORTS OTHER NEAR BY BUISNESSES THROUGH THE PURCHASE OF SUPPLIES

ENHANCE THE PROPERTY CONTRIBUTION TO THE NEIGHBORHOOD JHHJU

HONESTLY I SEE NO NEGATIVE IMPACTS WE HAVE EVERYTHING COVERED

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, Israel Hernandez, 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 by Israel Hernandez
this 06 **day of** March, 20 26.

[redacted]

Official Seal
ASHLEY C MARTINEZ
Notary Public, State of Illinois
Commission No. 856829
My Commission Expires June 12, 2029

EXHIBIT 'A'
Legal Description

THAT PART OF LOT 12 IN PAESOLDS SUBDIVISION OF BLOCK 34 IN NORTH JOLIET, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 110.4 FEET; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT THAT IS 96 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE OF THE SAID LOT TO THE POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

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:

370 RUBY ST JOLIET ILLINOIS 60435

PIN(s): 30-07-09-200-001-0000

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

ISRAEL HERNANDEZ [redacted]

E-MAIL: [redacted] **FAX:** [redacted]

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: [redacted]

DATE: 12/3/2025

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

ISRAEL HERNANDEZ OWNER

[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:

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.		

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, April 16, 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, Bob Nachtrieb, Debbie Radakovich and Jesse Stiff

Absent Jane McGrath Schmig

APPROVAL OF MINUTES

TMP-9651

Attachments: Zoning Board of Appeals Meeting Minutes 02-19-26.pdf

A motion was made by Jesse Stiff, seconded by Bob Nachtrieb, to approve: Zoning Board of Appeals Meeting Minutes 2-19-26. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

CITIZENS TO BE HEARD ON AGENDA ITEMS

A public comment was made in favor of Petitioner Joseph Spillie, related to agenda items: PETITION 2026-13, PETITION 2026-14, and PETITION 2026-15.

Individuals came forward to comment on PETITION 2026-07, PETITION 2026-08, and PETITION 2026-09. Planning Director Jayne Bernhard informed the public and the Board these petitions were deferred and will be on the June Zoning Board of Appeals agenda.

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

ID-2245-20

Attachments: 16329 S. Boulevard PL Staff Report Packet

Ms. Bernhard read the staff report into the record. Mr. David Mikel with SES Branding appeared on behalf of the petition. Mr. Mikel made comments regarding the need for additional signage to attract and direct customers. No public comments were made in favor of or in opposition to the petition.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve: PETITION 2026-04: A series of Variations on signage, located at 16329 S. Boulevard Place. (COUNCIL DISTRICT #1). The motion carried by the following

vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9641

Attachments: 203 N Ottawa Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. MJ Sughayer, the property owner, appeared on behalf of the petition to answer questions from the Board. No public comments were made in favor of or in opposition to the petition.

A motion was made by Ralph Bias, seconded by Bob Nachtrieb, to approve: PETITION 2026-05: A Variation on signage to exceed the maximum total sign area in the B-2 (central business) district, located at 203 N. Ottawa Street. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb and Stiff

Nay: Radakovich

Absent: McGrath Schmig

TMP-9642

Attachments: ZBA 2026-06 (SEC Theodore St and Staghorn Dr) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Justin Harrison, representing the Fall Creek Homeowners Association, appeared on behalf of the petition and commented on the need for an illuminated sign. A resident came forward to inquire how the new sign would be paid and if HOA fees would increase. Mr. Harrison responded.

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve: PETITION 2026-06: A Variation to allow an illuminated subdivision monument sign in the R-1A (single-family residential) zoning district, located at SEC Theodore Street and Staghorn Drive. (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9643

Attachments: Fairview Deferred.pdf

Ms. Bernhard explained again that PETITION 2026-07, PETITION 2026-08, and PETITION 2026-09 were deferred and will be on the June Zoning Board of

Appeals agenda.

TMP-9644

Attachments: ZBA 2026-10 2026-11 (749 Houbolt Rd) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Mike Pedersen and his attorney appeared on behalf of the petitions. In response to Mr. Bias' questions, Mr. Pedersen made comments regarding the services that Dive Right in Scuba, Inc. offers. A discussion was had about preserving the Galowich name on the building.

A motion was made by Ralph Bias, seconded by Bob Nachtrieb, to approve: PETITION 2026-10: A Variation of Use to allow an indoor and outdoor commercial recreation facility, a B-3 (general business) use, in the R-B (restricted business) district, located at 749 Houbolt Road. (COUNCIL DISTRICT #5)

PETITION 2026-11: A Variation to allow unlighted outdoor recreational facilities within 200 feet of a single-family residential zoning district, located at 749 Houbolt Road. (COUNCIL DISTRICT #5)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9645

Attachments: 1516 Edgerton Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Fernando Duran with Omega Sign & Lighting appeared on behalf of the petition, clarifying the proposed sign's shape and size. Ms. Bernhard paused the hearing to consult with Interim Corporation Counsel Todd Lenzie and Mr. Duran. It was determined the correct sign size was listed on the public notice, and the hearing continued.

A motion was made by Ralph Bias, seconded by Bob Nachtrieb, to approve: PETITION 2026-12: A Variation to increase maximum area of a ground sign for a non-residential use in the R-2 (single-family residential) zoning district, located at 1516 Edgerton Drive. (COUNCIL DISTRICT #2). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9646

Attachments: 81 N Chicago Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Joseph Spillie, owner of Ink Everything, appeared on behalf of the petitions. Mr. Spillie answered questions from the Board and provided additional information regarding his private tattoo business.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve: PETITION 2026-13: A Special Use Permit to allow a tattoo studio, located at 81 N. Chicago Street. (COUNCIL DISTRICT #5)

PETITION 2026-14: A Variation of Use to allow a tattoo studio, a B-3 (general business) use, in the B-2 (central business) district, located at 81 N. Chicago Street. (COUNCIL DISTRICT #5)

PETITION 2026-15: A Variation to allow a tattoo studio within 1,000 feet of a library, located at 81 N. Chicago Street. (COUNCIL DISTRICT #5)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9647

Attachments: ZBA 2026-16 2026-17 (2450 W Jefferson St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Josh Melder with Menard, Inc. appeared on behalf of the petitions. Mr. Melder made comments regarding the proposed self-storage facility. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve: PETITION 2026-16: A Special Use Permit to allow a self-storage facility, located at 2450 W. Jefferson Street. (COUNCIL DISTRICT #5)

PETITION 2026-17: A Variation from the Non-Residential Design Standards to allow engineered wood siding in the I-1 (light industrial) zoning district, located at 2450 W. Jefferson Street. (COUNCIL DISTRICT #5)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb and Stiff

Nay: Radakovich

Absent: McGrath Schmig

TMP-9648

Attachments: ZBA 2026-18 2026-19 (370 Ruby St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Israel Hernandez, the property owner, appeared on behalf of the petitions and answered questions

from the Board. No public comments were made in favor of or in opposition to the petitions.

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve: PETITION 2026-18: A Special Use Permit to allow an automotive repair facility, located at 370 Ruby Street. (COUNCIL DISTRICT #4)

PETITION 2026-19: A Variation from the spacing requirements for an automotive repair facility near a residential zoning district, located at 370 Ruby Street. (COUNCIL DISTRICT #4)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9649

Attachments: ZBA 2026-20 2026-21 (540 Bluff St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Mr. Abraham Garcia, the property owner, appeared on behalf of the petitions. The Board made inquiries regarding the purchase of the property, permits, and zoning, and Mr. Garcia responded. In response to construction-related questions from the Board, Mr. Garcia's architect, Mr. Bob Gebel, appeared and commented.

A motion was made by Debbie Radakovich, seconded by Jesse Stiff, to deny both petitions: PETITION 2026-20: A Variation of Use to allow conversion of a single-unit residence into a two-unit residence, an R-3 (one- and two-family residential) use, in the R-2 (single-family residential) zoning district, located at 540 Bluff Street. (COUNCIL DISTRICT #4)

PETITION 2026-21: A Variation to reduce the front yard setback to allow a second story addition, located at 540 Bluff Street. (COUNCIL DISTRICT #4)
. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

TMP-9650

Attachments: ZBA 2026-22 (201 N William St) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Ms. Maria Garcia, the property owner, appeared on behalf of the petition to answer questions from the Board. No public comments were made in favor of or in opposition to the petition.

A motion was made by Jesse Stiff, seconded by Ralph Bias, to approve: PETITION 2026-22: A Variation of Use to allow the continuation of a three-unit

residence, an R-4 (multi-family residential) use, in the R-2 (single-family residential) zoning district, located at 201 N. William Street. (COUNCIL DISTRICT #2). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

NEW BUSINESS

TMP-9761

A motion was made by Jesse Stiff, seconded by Debbie Radakovich, to elect Ralph Bias as the new Vice Chair of the Zoning Board of Appeals. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve adjournment. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich and Stiff

Absent: McGrath Schmig

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: 257-26

File ID: 257-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/17/2026

Department: **Final Action:**

Title: Ordinance Approving a Special Use Permit to Allow an Automotive Repair Facility, Located at 370 Ruby Street (ZBA 2026-18)

Agenda Date: 05/05/2026

Attachments: Ordinance - Special Use Permit 370 Ruby St.docx, Proposed Site Plan 370 Ruby St.pdf, ZBA Staff Report Packet 2026-18 2026-19.pdf, Special Use Criteria.pdf, Zoning Board of Appeals Minutes 04-16-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/30/2026	Dustin Anderson	Approve	4/24/2026
1	2	4/30/2026	Todd Lenzie	Approve	5/4/2026
1	3	5/1/2026	Beth Beatty	Approve	5/4/2026