



City of Joliet

Public Assets Committee

Meeting Agenda - Final

Committee Members
Councilwoman Suzanna Ibarra, Chairperson
Councilman Joe Clement
Councilman Juan Moreno

Thursday, June 26, 2025

4:30 PM

**City Hall, Executive Conference
Room**

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

ROLL CALL

APPROVAL OF MINUTES

Public Assets Committee Meeting Minutes 2-25-25

[**TMP-8745**](#)

Attachments: [02-25-25 Public Assets Meeting Minutes.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

AGENDA ITEMS

Resolution Accepting Sponsorship Agreement with Pabst Brewing
Company, LLC

[**TMP-8760**](#)

Attachments: [Sponsorship Res.pdf](#)
[JS Sponsorship Agreement.6.11.pdf](#)

Resolution Authorizing a Memorandum of Understanding Between the City of Joliet and Joliet Community Baseball and Entertainment LLC dba the Joliet Slammers Baseball Club Related to Slammers Stadium Field Netting.

[TMP-8758](#)

Attachments: [Resolution.docx](#)
[Slammers Netting MOU.docx](#)

Slammers Update

[TMP-8756](#)

Museum Update

[TMP-8757](#)

NEW OR OLD BUSINESS - NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

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

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8745

Agenda Date: 6/26/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Tuesday, February 25, 2025

8:30 AM

City Hall, Executive Conference Room

Public Assets Committee

Committee Members

Councilwoman Suzanna Ibarra, Chairperson

Councilman Cesar Cardenas

Councilwoman Sherri Reardon

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

ROLL CALL

Present Councilman Cesar Cardenas and Councilwoman Suzanna Ibarra
Absent Councilwoman Sherri Reardon

ALSO PRESENT: Community Development Directory Dustin Anderson, Operating Engineer Brent Fraser, Park Assistant Craig Smith, Planner Jayne Bernhard, CDBG Program Manager Jacqueline Lozada, Deputy Director of Public Works Sean Mikos.

APPROVAL OF MINUTES

Public Assets Committee Meeting Minutes 10-21-24

[TMP-8285](#)

Attachments: [Public Assets Committee Meeting Minutes 10-21-24.pdf](#)

A motion was made by Councilman Cesar Cardenas to approve Public Assets Committee Meeting Minutes 10-21-24. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

AGENDA ITEMS

Resolution Approving a Memorandum of Agreement between Heritage Corridor Convention and Visitors Bureau and the City of Joliet for Site Circulation and Visitor Experience Enhancements at Route 66 Park at Broadway Street Greenway

[ID-2092-20](#)

Attachments: [MOU R66 FY25 coj_broadway.docx](#)
[Resolution](#)

Jayne Bernhard, Planner, spoke about Broadway Street greenway parcels. The evolution of the park to the rededication last year to a Greenway. All through Grants. Ms. Bernhard spoke about the Grant received to continue improvements to make the ice cream shop more accessible from the parking lot, and more ADA Accessible. The Grant is up to \$75,000 Heritage Quarter manages the grant funding.

Councilman Cardenas asked about project timeline and grant funds.

Deputy Director of Public Works Sean Mikos responded.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Resolution Approving a Memorandum of Agreement between Heritage Corridor Convention and Visitors Bureau and the City of Joliet for Site Circulation and Visitor Experience Enhancements at Route 66 Park at Broadway Street Greenway. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

Award of Professional Services Agreement for the Route 66 Park at Broadway Street Greenway Improvements, Survey and Design Phase, to Geotech Engineering Inc. in the Amount of \$32,500 [ID-2093-20](#)

Attachments: [Geotech - RFQ - Phase II Route 66 Park at The Broadway St Greenway.pdf](#)
[Professional Services Agreement - Geotech Signature.pdf](#)

Mr. Mikos discussed proposals for surveys Geotech was selected after reviewing the proposals.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Award of Professional Services Agreement for the Route 66 Park at Broadway Street Greenway Improvements, Survey and Design Phase, to Geotech Engineering Inc. in the Amount of \$32,500. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

Resolution to Reprogram Community Development Block Grant Funds, and Submit HUD Substantial Amendment to Program Year 2024 Annual Action Plan [TMP-8222](#)

Attachments: [Resolution Exhibit A Substantial Amendment.pdf](#)
[Public Notice. Hearing. Substantial Amendment 2024.docx](#)
[Final CDBG Program Year 2024 AAP.pdf](#)

CDBG Program Manager Jacqueline Lozada, Discussed that the CBDG funds that the city has for reprogramming right now do allow for ADA access. She further stated that the dollars we have for available for reprogramming are not able to go to public services because we have already hit that cap for the funds that are allocated so they do need to go towards accessibility or infrastructure projects instead.

Ms. Lozada further Discussed that she has been working with the fire department to secure body substance isolation and PPE equipment in the

amount of \$7248, these were covid dollars set aside for PPE. We are utilizing these funds before they expire.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Resolution to Reprogram Community Development Block Grant Funds, and Submit HUD Substantial Amendment to Program Year 2024 Annual Action Plan. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

Recommendation to Approve the Professional Services, Purchase, and Installation of the Elevator Modernization Project at Union Station to American Hoist & Manlift Inc. in the amount of \$101,385.00.

[TMP-8265](#)

Attachments: [Modernization Proposal #2.pdf](#)

Operating Engineer, Brent Fraser Discussed that they had solicited 3 bids and the lowest was American Hoist & Manlift to modernize the elevator at Union station in the amount of \$101, 385.00. Elevator is used by guest and contractors at union station for events.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Recommendation to Approve the Professional Services, Purchase, and Installation of the Elevator Modernization Project at Union Station to American Hoist & Manlift Inc. in the amount of \$101,385.00. . The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

Recommendation to Approve the Professional Services, Purchase, and Installation of Four 7.5-ton Roof Top Units for Union Station to Anchor Mechanical Inc in the amount of \$77,996.00.

[TMP-8266](#)

Attachments: [City of Joliet Union Station Replacement of 4 7.5 Ton Trane RTU's 020524.pdf](#)

Mr. Fraser Discussed the four rooftop units on Union Station are obsolete, 3 bids were solicited, and Anchor Mechanical had the lowest bid for all four units at \$77,996.

Councilman Cardenas commented it was a much needed improvement.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Recommendation to Approve the

Professional Services, Purchase, and Installation of Four 7.5-ton Roof Top Units for Union Station to Anchor Mechanical Inc in the amount of \$77,996.00.. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

Recommendation to Approve the Professional Services, Purchase, and Installation of the Audio System Upgrade Project at Joliet Slammers Stadium to Visua in the amount of \$161,770.97.

[TMP-8264](#)

Attachments: [Visua Proposal Joliet Slammers P-2179 Full Audio Renovation.pdf](#)

Mr. Fraser Discussed the audio system at the stadium is original and needs to be replaced as it not working. It is an obligation on the city to maintain the equipment. The city solicited multiple bids on this as well and visua came in with the lowest bid.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Recommendation to Approve the Professional Services, Purchase, and Installation of the Audio System Upgrade Project at Joliet Slammers Stadium to Visua in the amount of \$161,770.97. . The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

Recommendation to Approve the Professional Services, Purchase, and Installation of the Structural Painting Project at Joliet Slammers Stadium to Cosgrove Construction Inc. in the amount of \$277,250.00.

[TMP-8263](#)

Attachments: [Cosgrove Steel Painting.pdf](#)

Mr. Fraser Discussed painting of the Slammer's stadium and doing the higher portions of the Stadium. Multiple bids were solicited for the project and Cosgrove was the lowest bid. If not addressed structural issues will begin to happen.

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Recommendation to Approve the Professional Services, Purchase, and Installation of the Structural Painting Project at Joliet Slammers Stadium to Cosgrove Construction Inc. in the amount of \$277,250.00. . The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman Reardon

NEW OR OLD BUSINESS - NOT FOR FINAL ACTION OR RECOMMENDATION

Slammers Update:

Executive Vice President Joliet Slammers Night Train Veeck gave update on Slammers improvements.

Museum Update:

Chief Executive Officer of Joliet Area Historical Museum Greg Peerbolte gave Joliet Prison and Museum updates.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve Adjournment. The motion carried by the following vote:

Aye: Councilman Cardenas and Councilwoman Ibarra

Absent: Councilwoman 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.



Memo

File #: TMP-8760

Agenda Date: 6/26/2025

TO: Public Assets Committee

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Accepting Sponsorship Agreement with Pabst Brewing Company, LLC

BACKGROUND:

The City of Joliet is organizing a promotional event to be held at Slammers Stadium on July 22, 2025. Pabst Brewing Company, LLC, a Delaware limited liability company, has expressed its desire to become a sponsor of the event. The Sponsorship Agreement outlines the terms and conditions under which Pabst Brewing Company will provide sponsorship benefits to the City in exchange for certain rights and benefits.

The Public Assets Committee will review this matter.

CONCLUSION:

The Sponsorship Agreement includes several key provisions: the term and renewal of the agreement, payments associated with securing the official Guinness World Record Application, sponsor benefits such as providing merchandise to fans, force majeure clauses, representations, warranties, and covenants by both parties, trademarks and copyrights usage, indemnification and insurance requirements, termination conditions, confidentiality of information, the independent nature of the parties, notice procedures, restriction of assignment, the entire agreement clause, third-party beneficiaries, counterpart and facsimile signatures, governing law and forum selection, severability, and no restrictions on unrelated business activities.

RECOMMENDATION:

It is in the best interest of the City of Joliet to accept the Sponsorship Agreement with Pabst Brewing Company, LLC. The agreement provides valuable sponsorship benefits and supports the successful organization of the promotional event at Slammers Stadium.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE SPONSORSHIP AGREEMENT
WITH PABST BREWING COMPANY, LLC**

WHEREAS, the City of Joliet (the "City") is involved in organizing, promoting, and presenting a promotional event to be held at Slammers Stadium on July 22, 2025 (the "Event"); and

WHEREAS, Pabst Brewing Company, LLC, a Delaware limited liability company (the "Sponsor"), has expressed its desire to become a sponsor of the Event pursuant to the terms set forth in the Sponsorship Agreement (the "Agreement"); and

WHEREAS, the Agreement outlines the terms and conditions under which the Sponsor will provide sponsorship benefits to the City in exchange for certain rights and benefits as described in Exhibit A of the Agreement; and

WHEREAS, the City Council finds that it is in the best interest of the City to accept the Agreement and authorize the City Manager to execute the Agreement on behalf of the City; and

WHEREAS, the City Council finds that this resolution is adopted pursuant to the City's home rule powers under Article VII, Section 6 of the Illinois Constitution;

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

1. The City Council hereby accepts the Sponsorship Agreement with Pabst Brewing Company, LLC, attached hereto as Exhibit A, and authorizes the City Manager to execute the Agreement on behalf of the City.
2. 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 _____, 2025

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (this “Agreement”) is effective as of this [] day of [], 2025, by and between **Pabst Brewing Company, LLC**, a Delaware limited liability company (“Sponsor”), with offices at 711 Broadway St. 6FL San Antonio, TX, and **City of Joliet** an Illinois municipality (“Company”), with offices at 1 Mayor Art Schultz Dr., Joliet, IL 60432.

Recitals

WHEREAS, the Company is involved in organizing, promoting and presenting a promotional event to be held at Slammers Stadium (the “Venue”) on July 22, 2025 (“Event”); and

WHEREAS, Sponsor desires to become a sponsor of the Event pursuant to the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations contained herein, Sponsor and the Company agree as follows:

1. **Term; Renewal.** Subject to the parties’ rights to terminate this Agreement, the term of this Agreement shall commence as of the date first set forth above and expire on following the Event (the “Term”).
2. **Payments.** Sponsor agrees to pay to arrange for payment of any fee associated with securing official Guinness World Record Application (the “Fee”) in exchange for the sponsorship benefits described below.
3. **Sponsor Benefits.** Subject to the terms and conditions of this Agreement, during the Term, the Company agrees to provide to Sponsor the sponsorship rights and benefits set forth in Exhibit A.
4. **Force Majeure.** In the event either party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such party. Notwithstanding the foregoing, if the Force Majeure Event results in the Company being unable to reschedule any Event within 90 days of the scheduled date, Sponsor will be entitled to terminate this Agreement upon written notice to the Company and the Company agrees to promptly refund to Sponsor a pro-rata amount of the Fee previously paid to Company in connection with the Event less the reasonable fair market value of the benefits provided as of the date of such termination. As used herein, the term “Force Majeure Event” shall mean the occurrence of an event outside the reasonable control of either party such as

artist illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

5. **Representations, Warranties and Covenants.**

a. The Company hereby represents, warrants and agrees that (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement, (ii) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (iii) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound, (iv) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement, (v) that the person signing this Agreement on behalf of such party has the full authority to do so, (vi) it has good title to the Event Marks (as defined below) and has the right to grant the license provided for hereunder in accordance with the terms and conditions hereof, (vii) Sponsor's use of the Event Marks under the terms of this Agreement does not infringe the proprietary rights of any third party, (viii) there is no claim, action, proceeding or other litigation pending or threatened (to the knowledge of the Company) with respect to the Company's ownership of the Event Marks that, if adversely determined, would restrict or otherwise interfere in any material respect with the exercise by Sponsor of the rights purported to be granted to Sponsor hereunder; and (ix) neither it nor its affiliates has a retail license for the sale of alcoholic beverages.

b. Sponsor hereby represents, warrants and agrees that (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement, (ii) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (iii) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound, (iv) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement, (v) that the person signing this Agreement on behalf of such party has the full authority to do so, (vi) it has good title to the Sponsor Marks and has the right to grant the license provided for hereunder in accordance with the terms and conditions hereof, (vii) Company's use of the Sponsor Marks under the terms of this Agreement does not infringe the proprietary rights of any third party, and (viii) there is no claim, action, proceeding or other litigation pending or threatened (to the knowledge of Sponsor) with respect to Sponsor's ownership of the Sponsor Marks that, if adversely

determined, would restrict or otherwise interfere in any material respect with the exercise by the Company of the rights purported to be granted to the Company hereunder.

c. Each party further represents and warrants that (a) this Agreement is entered into solely for the purchase of certain marketing rights and benefits as described herein and for no other purpose, (b) Sponsor's purchase of the rights and benefits provided hereunder is in no way conditioned upon any agreement or understanding between Sponsor and the Company that the Company will require its concessionaires at the Events to purchase any alcoholic beverage produced, sold or offered for sale by Sponsor, (c) by purchasing the rights and benefits under this Agreement, Sponsor does not agree, expect or intend to induce the purchase by the Company's concessionaires of any alcoholic beverage produced, sold or offered for sale by Sponsor and (d) Sponsor has no agreement with any stockholder, officer or director of any alcoholic beverage retail licensee related to or respecting this Agreement.

d. The Parties acknowledge and agree that, as an alcoholic beverage manufacturing licensee, Sponsor's activities are strictly regulated by alcoholic beverage control laws and regulations, which, among other things, prohibit Sponsor from directly or indirectly inducing any alcohol beverage retailer to purchase Sponsor products to the exclusion of other competing products or by providing any retail licensee a thing of value prohibited by such laws and regulations. The Parties hereto understand and acknowledge that this Agreement is solely for the purchase of sponsorship and advertising rights and nothing contained herein or in the negotiations preceding it shall (i) require the purchase of any alcoholic beverage by any person or company, or (ii) prevent or restrict in any way the rights of any persons to purchase or not purchase any brand of alcoholic beverage which they choose. The Parties agree that they shall exercise their respective best efforts to conduct their business relationship in accordance with all applicable statutes, rules and regulations.

6. Trademarks and Copyrights.

a. The Company grants Sponsor the limited non-exclusive non-assignable right to use trademarks, trade names, service marks, or logos owned by it (the "Event Marks") in connection with Sponsor's role as a sponsor pursuant to this Agreement. Prior to undertaking any distribution or displaying of the Event Marks, Sponsor shall submit a copy and/or sample of any proposed use of the Event Marks to the Company for its review and approval, at least two (2) days in advance of the proposed date of such use, and shall not use the Event Marks if the Company objects to such use; provided however, in the event that the Company fails to respond, it shall be deemed to have approved such use. Sponsor acknowledges the Company's exclusive right, title, and interest in and to the Event Marks. Sponsor acknowledges that its use of the Event Marks shall not create any right, title, or interest by Sponsor in or to the Event Marks, and that all uses of the Event Marks by Sponsor shall inure to the benefit of the Company. Sponsor agrees that it shall

not authorize or represent that it is empowered to authorize any other person to use the Event Marks nor in any manner represent that it has any ownership rights in the Event Marks. With respect to Sponsor's use of the Event Marks, Sponsor agrees to assist the Company to the extent necessary to protect the Company's rights to the Event Marks. Sponsor hereto acknowledges and admits that there is no adequate remedy at law for failure to discontinue use of the Event Marks, and agrees that the Company shall be entitled to equitable relief as any court with jurisdiction may deem just and proper, including specific performance of the Agreement to discontinue use of the Event Marks.

b. Sponsor grants the Company the limited non-exclusive non-assignable right to use trademarks, trade names, service marks, or logos owned by it (the "Sponsor Marks") in connection with the Event as reasonably incidental thereto. Prior to undertaking any distribution or displaying of the Sponsor Marks, the Company shall submit a copy and/or sample of any proposed use of the Sponsor Marks to Sponsor for its review and approval, at least two (2) days in advance of the proposed date of such use, and shall not use the Sponsor Marks if Sponsor objects to such use; provided however, in the event that Sponsor fails to respond, it shall be deemed to have approved such use. All uses of the Sponsor Marks by the Company shall include such designations that are legally required or useful for enforcement of trademark or service mark rights, such as ®, TM or SM as specifically directed by Sponsor. Sponsor shall have the right, from time to time, to revise the above designation requirements and to require such other notices as shall be reasonably necessary to protect the rights and interests of Sponsor and the Sponsor Marks. The Company acknowledges Sponsor's exclusive right, title, and interest in and to the Sponsor Marks. The Company acknowledges that its use of the Sponsor Marks shall not create any right, title, or interest by the Company in or to the Sponsor Marks, and that all uses of the Sponsor Marks by the Company shall inure to the benefit of Sponsor. The Company agrees that it shall not authorize or represent that it is empowered to authorize any other person to use the Sponsor Marks nor in any manner represent that it has any ownership rights in the Sponsor Marks. With respect to the Company's use of the Sponsor Marks, the Company agrees to assist Sponsor to the extent necessary to protect Sponsor's rights to the Sponsor Marks. The Company hereto acknowledges and admits that there is no adequate remedy at law for failure to discontinue use of the Sponsor Marks, and agrees that Sponsor shall be entitled to equitable relief as any court with jurisdiction may deem just and proper, including specific performance of the Agreement to discontinue use of the Sponsor Marks.

7. **Indemnification; Insurance.**

a. Sponsor agrees to indemnify, defend and hold the Company and its parents, subsidiaries, affiliates, officers, directors, agents and employees harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs whatsoever initiated by a third party (including reasonable attorney fees) (hereinafter referred to as "Claims") arising out of Sponsor's breach,

misrepresentation or non-performance under this Agreement or Sponsor's or its agents' negligence or willful misconduct.

b. The Company agrees to indemnify, defend and hold Sponsor and its parent, subsidiaries, affiliates, officers, directors, agents and employees, harmless from and against any and all Claims arising out of: (i) Company's breach, misrepresentation or non-performance under this Agreement or Company's or Company's agents' negligence or willful misconduct; (ii) Company's failure to comply with any third party obligations or any applicable local, state, federal or site laws, rules or regulations regarding any and all promotions or activities it conducts in connection with this Agreement, including the Events; and (iii) a claim related to any injury or damage (including death) that occurs at any of the Events, except to the extent the same are caused by Sponsor's breach, misrepresentation or non-performance under this Agreement or Sponsor's or its agents' gross negligence or willful misconduct.

c. The provisions of this Section will survive the expiration of the Term or the earlier termination of this Agreement.

d. Without in any way limiting or altering the indemnification requirements hereunder, Company shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance and provide a certificate of insurance listing Sponsor as a Named Insured: (a) Commercial general liability insurance of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (b) workers compensation insurance with statutory benefits as required by any state or federal law, including "other states" insurance and employers liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease; and, (c) business automobile liability insurance with a limit of not less than \$1,000,000 per occurrence with combined bodily injury and property damage and covering all owned, non-owned and hired vehicles.

8. **Termination.** This Agreement may be terminated for cause by any party on written notice to the other parties upon the happening of any one of the following: (i) the filing by or against any party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) by any party if there is a material breach, failure to perform or default by any other party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within fifteen days of such party's receipt of written notice from any other party.

9. **Confidential Information.** For purposes of this Agreement, "**Confidential Information**" means any and all information or proprietary materials in every form and media not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one party (the "**Disclosing Party**") to any other party (the "**Receiving Party**") in connection with the efforts contemplated hereunder,

including but no limited to: (i) trade secrets; (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; (iii) information relating to business plans, sales or marketing methods and customer lists or requirements; (iv) all lists of Sponsor's current, former and prospective customers, employees of customers and claimants and all information relating to and identified with such persons; and (v) any information which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. Receiving Party shall hold in trust and confidence Confidential Information and, except as otherwise set forth herein, avoid the disclosure, release, or dissemination thereof to any other person or entity using the same degree of care as it uses to avoid the unauthorized disclosure, release or dissemination of its own confidential information of similar nature, but not less than reasonable care. Receiving Party shall be permitted to disclose Disclosing Party's Confidential Information to Receiving Party's employees, agents, and contractors to the extent necessary to fulfill the terms contemplated by this Agreement. In addition, the parties agree that the terms of this Agreement are confidential, and that neither party shall disclose copies of this Agreement or the terms thereof to any third party for any purpose without the prior written consent of the other party, unless the disclosure is made by a party to its own accountants, attorneys or agents, or the disclosure is required by any legal proceedings or similar process. The Receiving Party shall return or, at the Disclosing Party's request destroy, any and all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession and/or control within 7 days of the termination or expiration of this Agreement.

10. **Independent Parties.** The parties are and will at all times remain independent from one another. Nothing contained herein will be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the Company and Sponsor and its agents within the meaning of any federal, state or local law.

11. **Notices.** All notices and communications regarding the performance and responsibilities of the respective parties and otherwise given by either party to the other party to this Agreement shall be in writing and shall be delivered in person (by hand or by messenger), or by fax or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, UPS or other similar recognized private overnight delivery service, prepaid, and by facsimile transmission. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, fax confirmation or date of first refusal, if that be the case. Notice hereunder shall be addressed to:

If sent to Sponsor:

Pabst Brewing Company
711 Broadway St. 6FL
San Antonio, TX
Attn: General Counsel

If sent to the Company:



12. **Restriction of Assignment.** Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party; provided, however, that either party may assign its rights and obligations hereunder to a parent, subsidiary or affiliate without such prior written consent.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties and merges any prior representations, warranties, or understandings they may have had regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by a writing executed by all parties.

14. **Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

15. **Counterpart; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies or photocopies of signatures shall be as valid as originals.

16. **Governing Law.** This Agreement and the parties' conduct arising out of or related to it shall be governed by Illinois law, without regard to its choice of law rules.

17. **Forum Selection.** The parties to this Agreement will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through discussions between the parties. As part of this process, either party may request a mediation. If these attempts are unsuccessful, either party may pursue all legal remedies available to it. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in any court of competent jurisdiction in the State of Illinois, or the United States Federal Court sitting in the Northern District of Illinois and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the full extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or

proceeding which is brought in any such court has been brought in an inconvenient forum.

18. **Severability**. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

19. **No Restrictions**. Nothing contained in this Agreement shall be deemed in any way to prohibit or restrict the right or freedom of any party to conduct any business activity unrelated to the Event without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement by their properly authorized signatories,

SPONSOR:

Pabst Brewing Company, LLC

By: _____

Name: _____

Title: _____

COMPANY:

City of Joliet

By: _____

Name:

Title:

EXHIBIT A

Sponsorship Benefits:

Company will have the right to provide merchandise such as koozies and tshirts to fans in attendance at the Event.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8758

Agenda Date: 6/26/2025

TO: Public Assets Committee

FROM: Dustin Anderson, Director of Community Development

SUBJECT:

Resolution Authorizing a Memorandum of Understanding Between the City of Joliet and Joliet Community Baseball and Entertainment LLC dba the Joliet Slammers Baseball Club Related to Slammers Stadium Field Netting.

BACKGROUND:

The City of Joliet owns the Slammers Stadium, and the Joliet Slammers Baseball Club operates the facility. Over the years additional netting has been installed to provide safer viewing for spectators. Recently the Joliet Slammers undertook a project to extend the netting down both the first and third base lines to the outfield wall to adhere to expected minor league baseball guidelines in the 2026 season and to improve the safety of all spectators.

CONCLUSION:

The attached Memorandum of Understanding allows the City of Joliet to provide a one-time compensation for half the amount of these improvements in the netting.

RECOMMENDATION:

Based on the above, it is recommended that the Public Assets Committee approve and recommend to full City Council, the Resolution Authorizing the Memorandum of Understanding between the City of Joliet and the Joliet Community Baseball and Entertainment LLC dba the Joliet Slammers Baseball Club for Netting Improvements at Slammers Stadium.

Resolution No.

**RESOLUTION AUTHORIZING REIMBURSEMENT FOR NETTING IMPROVEMENT AT DULY
HEALTH AND CARE FIELD**

WHEREAS, the City of Joliet (hereinafter referred to as "the City") and the Joliet Slammers (hereinafter referred to as "the Team") have entered into a Memorandum of Understanding (MOU) to collaborate on the installation of netting at Duly Health and Care Field; and

WHEREAS, the installation of netting is necessary for public safety, enabling the Team to obtain necessary insurance, and benefiting the Joliet community; and

WHEREAS, the City agrees to reimburse the Team for half the cost of the improvement netting, amounting to \$90,000, within 30 days of the installation;

NOW, THEREFORE, BE IT RESOLVED by the Joliet City Council that the City is authorized to reimburse the Joliet Slammers for half the cost of improving the netting at Duly Health and Care Field, as outlined in the MOU.

PASSED this _____ day of _____, 2025

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Joliet (hereinafter referred to as "the City") and the Joliet Slammers (hereinafter referred to as "the Team").

Whereas, the installation of netting is necessary for public safety.

Whereas, the installation of netting will enable the Team to obtain necessary insurance.

Whereas, the installation of netting will benefit the Joliet community.

1. Identification of the Parties

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Joliet (hereinafter referred to as "the City") and the Slammers (hereinafter referred to as "the Team").

2. Roles and Contributions

The City and the Team agree to collaborate on the installation of netting between the playing field and the stands at Slammer's Stadium. The City will contribute an additional \$90,000 for this installation, while the Team will arrange for the installation of the netting.

3. Purpose

The purpose of this MOU is to outline the terms and conditions under which the City and the Team will collaborate to install netting at Slammer's Stadium. This collaboration aims to enhance public safety, enable the Team to obtain necessary insurance, and benefit the Joliet community.

4. Responsibilities

- City of Joliet: The City will provide \$90,000 for the installation of the netting and will reimburse the Team within 30 days of the installation.
- Slammers: The Team will arrange for the installation of the netting and ensure that the installation meets all necessary standards and requirements.

5. Amendments and Termination

This MOU may be amended or terminated by mutual agreement of both parties. Any amendments must be made in writing and signed by both parties.

6. Indemnification and Hold Harmless Provision

The Team agrees to indemnify and hold the City harmless from any claims, damages, or liabilities arising from the installation and maintenance of the netting, as well as from any incidents that might occur from any object that leaves the field and might strike anyone in the stands. This includes, but is not limited to, any claim of negligence in the design, installation, and maintenance of the netting. The Team is to obtain insurance as provided for in Resolution 7791 and name the City as an additional insured.

7. No Future Obligations

This MOU and the associated purchase do not obligate the City to expend future funds beyond what is already agreed to in Resolution 7791.

8. Notices

All notices and communications related to this MOU shall be directed to the following:

City of Joliet
Blaine Kline
Facilities Management Director
150 W. Jefferson St.
Joliet, IL 60432

Slammers
Night Train Veeck
EVP Sales and Marketing
Joliet Slammers Baseball
1 Mayor Art Schultz Drive
Joliet, IL 60432

Signatures

By signing below, the parties agree to the terms and conditions outlined in this Memorandum of Understanding.

City of Joliet

Joliet Slammers

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8756

Agenda Date:6/26/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8757

Agenda Date: 6/26/2025
