

DATE: May 15, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

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

GENERAL INFORMATION:

APPLICANT: Whimsy Joliet LLC

STATUS OF APPLICANT: Property Owner

OWNER: Whimsy Joliet LLC

REQUESTED ACTION: Approval of annexation of 7 acres and classification to I-1 zoning

PURPOSE: To allow the development of a truck parking facility

EXISTING ZONING: Will County A-1 (Agricultural)

LOCATION: 23656 S. Houbolt Road
(04-10-01-300-013-0000)
(Council District #5)

SIZE: 7 acres

EXISTING LAND USE: Former farmstead

SURROUNDING LAND USE & ZONING:

NORTH: Rural residential, County A-1 (agricultural)

SOUTH: Rural residential driveway parcel, County A-1 (agricultural)

EAST: Houbolt Road right-of-way, City I-TC (intermodal terminal – industrial park); and rural residential, County A-1 (agricultural)

WEST: Pipeline parcel, County A-1 (agricultural)

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

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

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

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

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

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

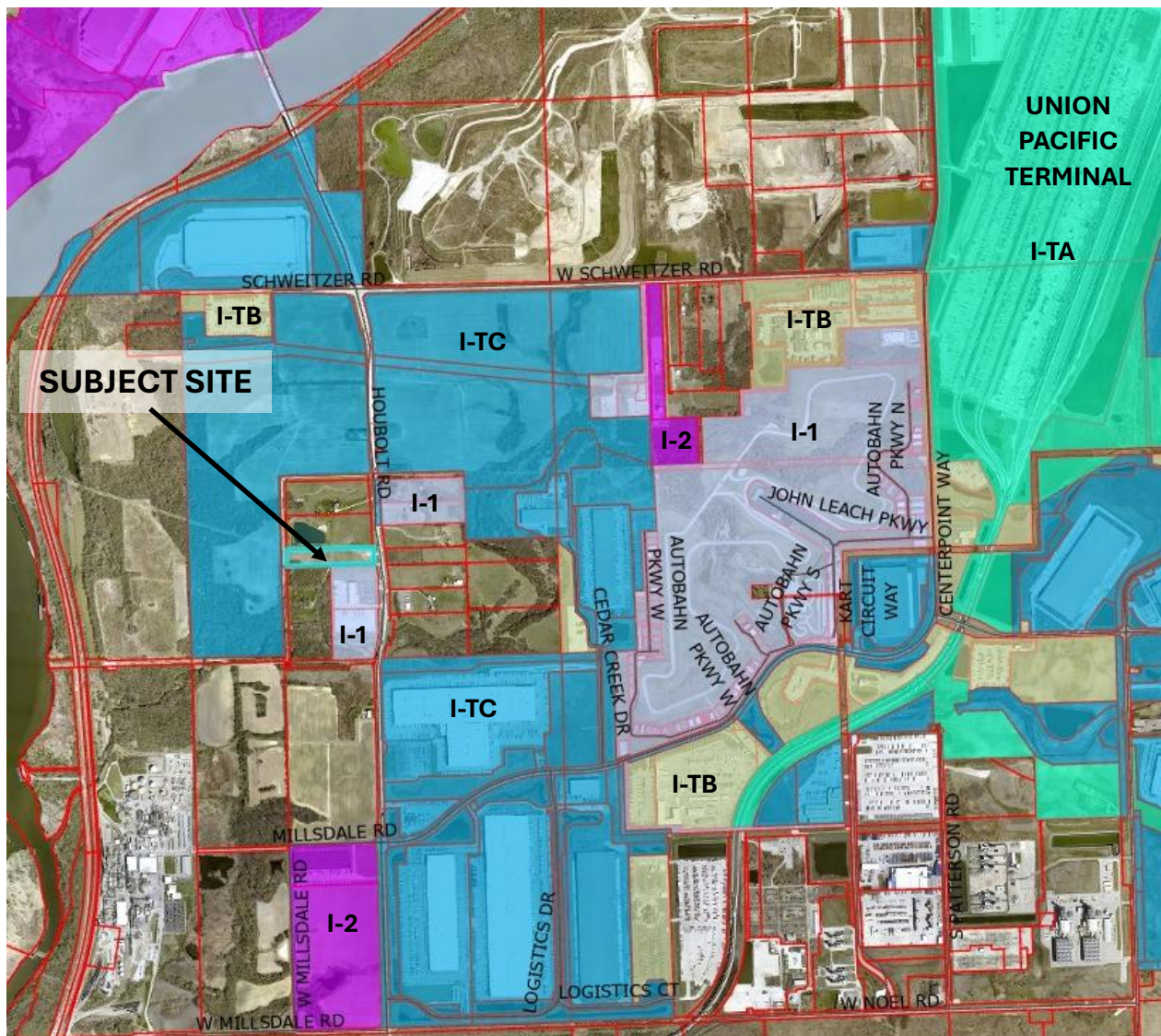
The mobile fueling unit would consist of CNG storage cylinders and a compression / fueling system mounted on a trailer, which would fit in a standard trailer stall in a designated location on site. The fueling system would be monitored and maintained by a licensed third-party fueling provider and filled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

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

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

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

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



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

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



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

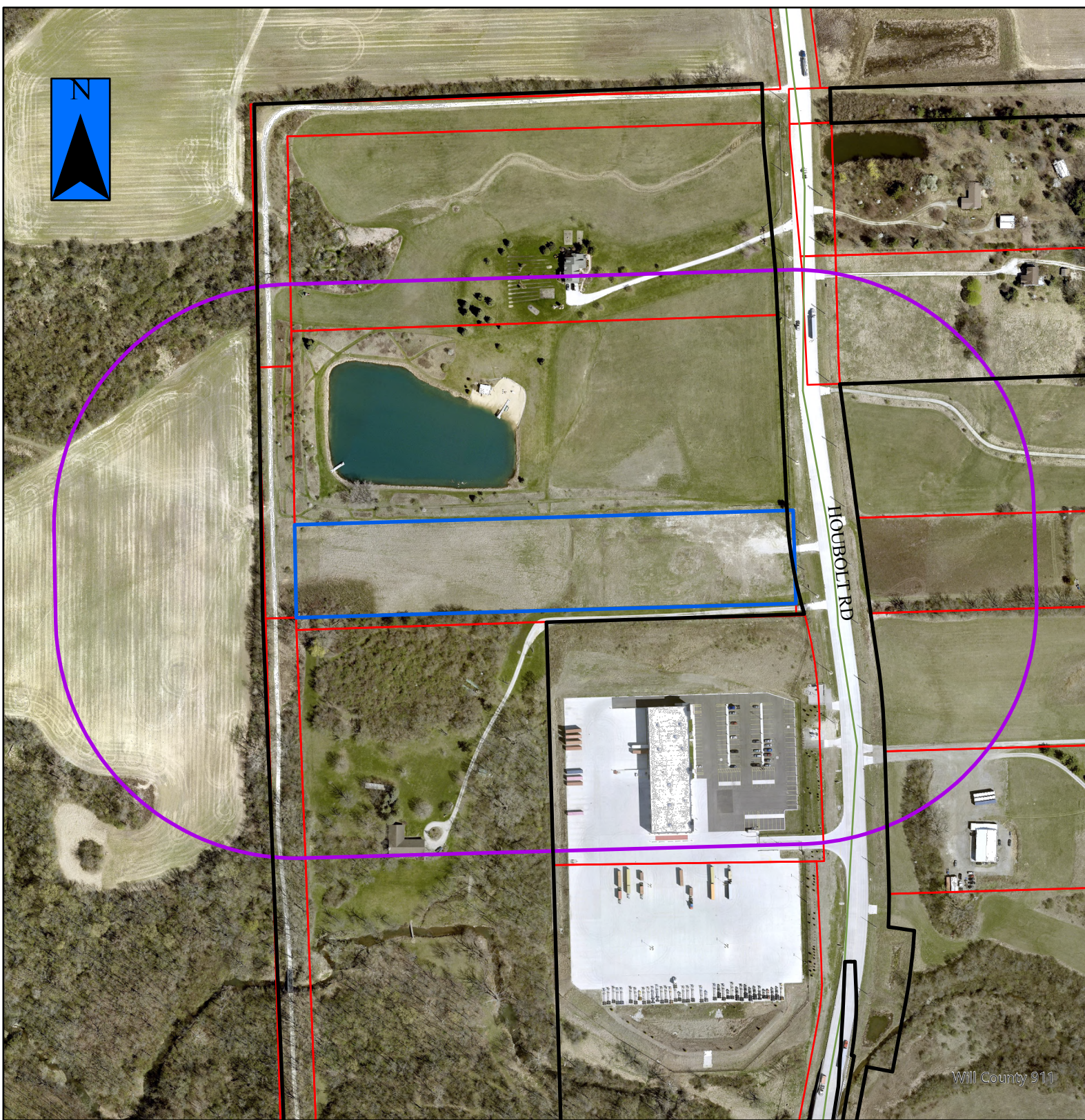


Figure 5: Existing Whimsy Trucking terminal at 3901 Houbolt Road (May 2025)



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





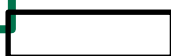
A-1-26a



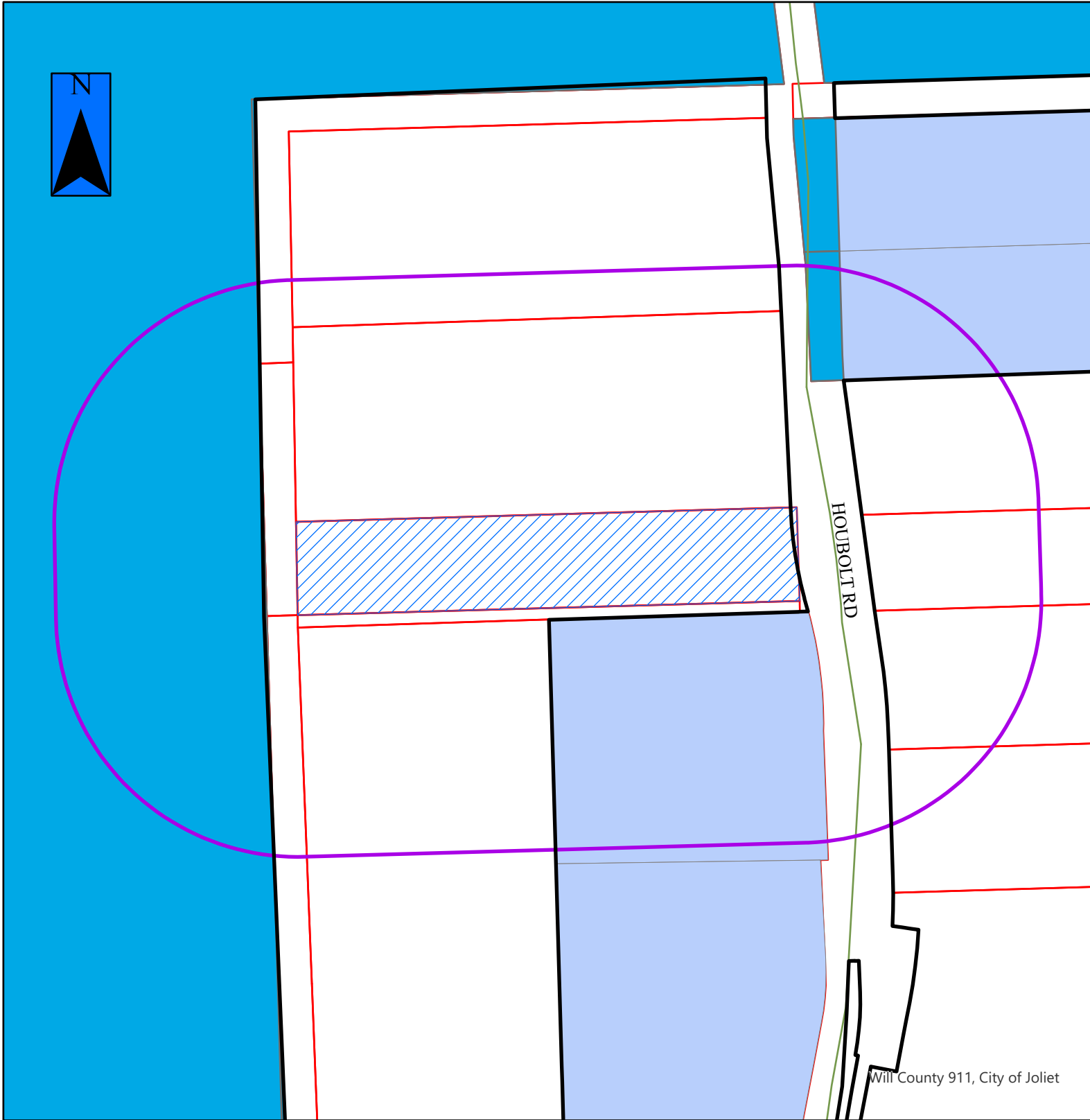
= Property in Question / Propiedad en cuestión



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



= City of Joliet



A-1-26



-  = Property in Question
-  = 600' Public Notification Boundary
-  = City of Joliet

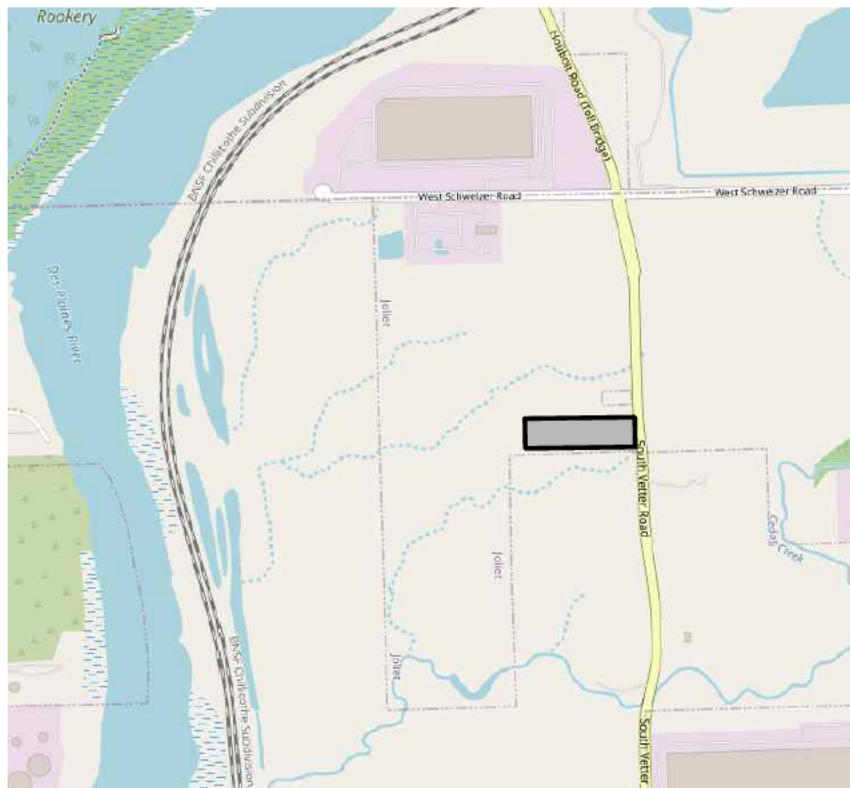
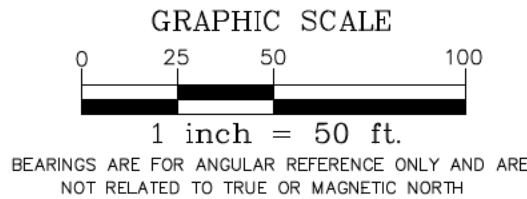
Legend					
	B-1		I-TA		R-2
	B-2		I-TB		R-2A
	B-3		I-TC		R-3
	I-1		R-1		R-4
	I-2		R-1A		R-5
	I-T		R-1B		R-B

PLAT OF ANNEXATION

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

RECORD DESCRIPTION:

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

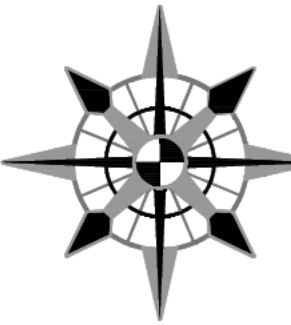


SITE LOCATION MAP

HEREBY ANNEXED TO THE CITY OF JOLIET

04-10-01-300-013-0000
WH MSY JOLIET LLC
7.08 Acres ±
EXISTING ZONING:
WILL COUNTY AG
PROPOSED ZONING:
CITY OF JOLIET I-1

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



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

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

PLAT OF ANNEXATION
23656 HOUBOLT ROAD
ELWOOD, ILLINOIS

STATE OF ILLINOIS) SS
COUNTY OF WILL)

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

10th DAY OF OCTOBER, 2025

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

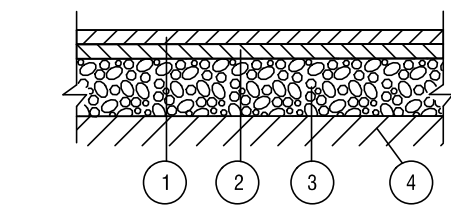


SHEET
1 OF **1**



FUELING TRUCK EXAMPLE*

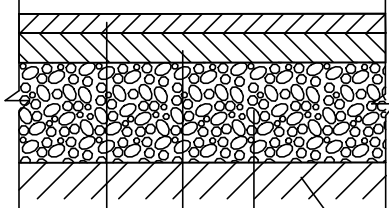
*IMAGE FROM SENECA TANK OWNER TO PROVIDE FUELING TANK INFORMATION FOR WHAT WILL BE USED ON SITE



TYPICAL ASPHALT PAVEMENT SECTION

N.T.S.

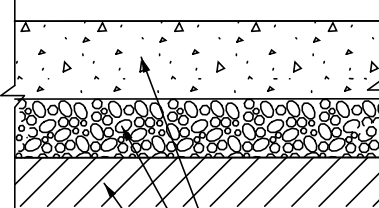
1. 1.75" HMA SURFACE COURSE, MIX "C", N50
2. 2.25" HMA BINDER COURSE, IL 19.0, N50
3. 10" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



HEAVY DUTY ASPHALT PAVEMENT SECTION

N.T.S.

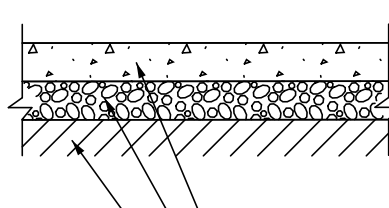
1. 2.0" HMA SURFACE COURSE, MIX "C", N70
2. 4.0" HMA BINDER COURSE, IL 19.0, N70
3. 12" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL CONCRETE PAVEMENT SECTION

N.T.S.

1. 8" PORTLAND CEMENT CONCRETE
2. 4" AGGREGATE BASE COURSE, TYPE B
3. COMPACTED AND STABLE SUBGRADE



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

1. 5" PORTLAND CEMENT CONCRETE
2. 4" AGGREGATE BASE COURSE, TYPE B
3. COMPACTED AND STABLE SUBGRADE

NOTES:

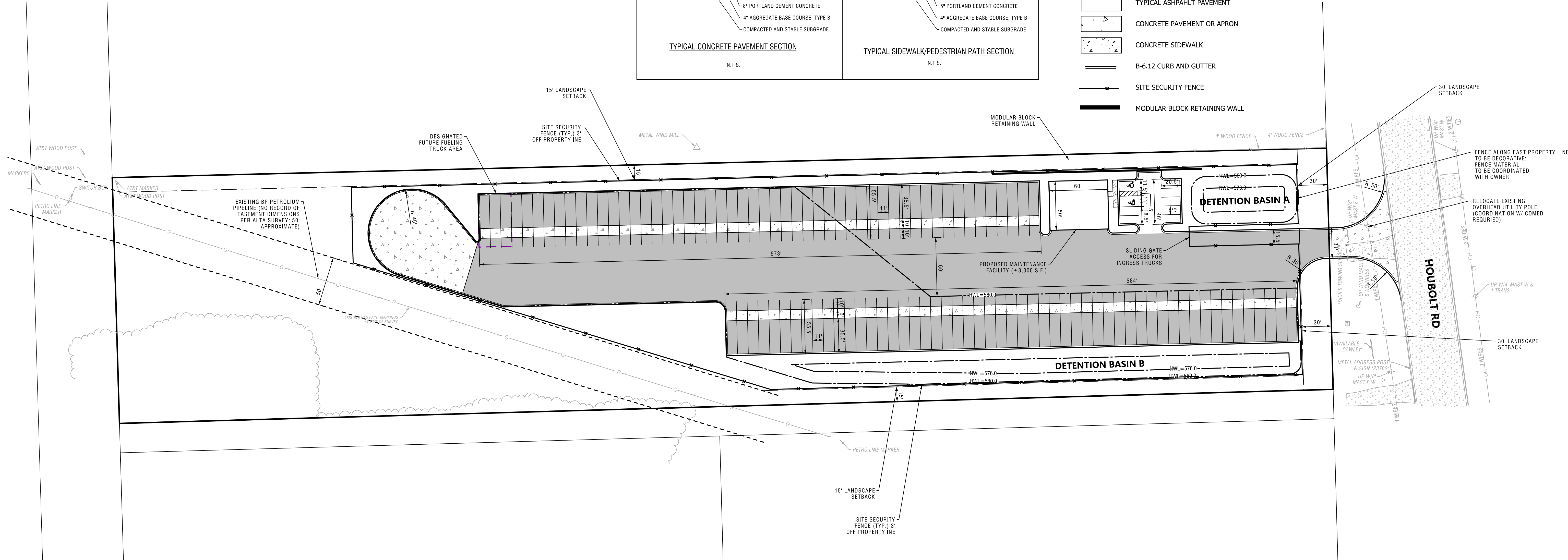
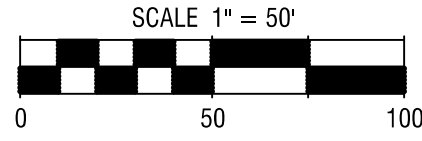
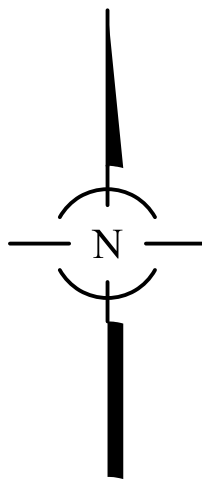
1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH UNLESS OTHERWISE NOTED.
3. SEE THIS SHEET FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE PAINT THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO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

SITE DATA SUMMARY

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

LEGEND

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



PRELIMINARY GEOMETRIC PLAN

WHIMSY TRUCKING
UNINCORPORATED WILL COUNTY, ILLINOIS



FILENAME:	14327P-GM
DATE:	2/5/26
JOB NO.	14327
SHEET	P-GM
1	OF 2

STATE OF ILLINOIS)

) SS.

COUNTY OF WILL)

BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

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

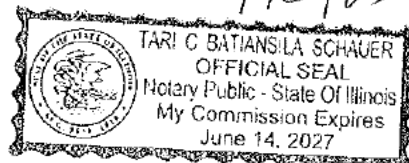
1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.
2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.
3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.
4. The Territory is not within the corporate limits of any municipality.
5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 02/20/2026

PETITIONER

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

NOTARY PUBLIC



CASE NO. _____
DATE FILED _____

ANNEXATION INFORMATION SHEET

(PLEASE PRINT CLEARLY)

I. Applicant's information:

NAME OF APPLICANT(S):

Matthew O'Mara

FN (MI) (LN) (Suffix)

FN (MI) (LN) (Suffix)

HOME ADDRESS (include Suite, Apt. No.) CITY STATE ZIP CODE

BUSINESS ADDRESS CITY STATE ZIP CODE

CONTACT NUMBERS:

(H) _____ (W) _____ CELL _____

E-MAIL ADDRESS: _____

II. Owner's information:

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

Matthew O'Mara

FN (MI) (LN) (Suffix)

FN (MI) (LN) (Suffix)

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

CONTACT NUMBERS:

(H) _____ (W) _____ CELL _____

E-MAIL ADDRESS: _____

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

III. Agent Authorization:

Please check one of the following:

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

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

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

(Please Print)

Clayton Rule

Whimsy

Agent's Name

Company Name (If Applicable)

Agent's Mailing Address City/State/Zip

Agent's Phone

Area Code Mobile

Area code

Fax

Email address:

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

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

Owner's Signature(s)

Date:

02/20/2024

Date:

IV. REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

NAME

ADDRESS

Area Code

Phone

NAME

ADDRESS

Area Code

Phone

NAME

ADDRESS

Area Code

Phone

v. Property information:

PROPERTY ADDRESS:

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

PROPERTY IDENTIFICATION NUMBER (P.I.N. or tax number(s)): 0410013000130000

LEGAL DESCRIPTION OF PROPERTY (OR ATTACH COPY OF "PLAT OF SURVEY"):

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

LOT SIZE: WIDTH DEPTH AREA

PRESENT LAND USE: Vacant Land

EXISTING ZONING: AG - General Agricultural District

PROPOSED LAND USE AND/OR PURPOSE OF ANNEXATION: Industrial development trucking operation
to support major rails within the area.

ZONING CLASSIFICATION REQUESTED: I-1 (Light Industrial)

USES OF SURROUNDING PROPERTIES:

NORTH EAST
SOUTH WEST

IMPORTANT

You must appear before the Plan Commission and the City Council to present your annexation request. A lawyer may appear on your behalf.

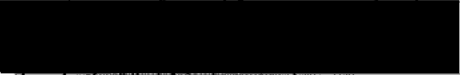
The undersigned understands that they are not entitled to any City of Joliet funding for public improvements by virtue of this annexation.

I hereby depose and say that all of the above statements are true and correct to the best of my information and behalf.


PETITIONER
- N/A -
PETITIONER

02/20/2026
DATE
- N/A -
DATE

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


NOTARY PUBLIC



2-20-26

ANNEXATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. **INCORPORATION OF RECITALS**

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

2. **ANNEXATION OF THE PARCEL**

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

3. **ZONING OF THE PARCEL**

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

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

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

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

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

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

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

4. **DEVELOPMENT OF THE PARCEL**

A. **General**

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

B. *Building Design Standards*

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

C. *Transfers*

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

D. *Pavement of Yard Areas*

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

E. *Preliminary Concept Plan*

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

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

5. **MUNICIPAL AND PUBLIC UTILITIES**

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

A. **Water Supply**

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

B. **Sanitary Sewer Service**

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

6. **DEVELOPMENT FEES**

A. **General**

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

- (1) Water Connection Charge, Section 31-54 of the Code of Ordinances;
- (2) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances;
- (3) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;
- (4) Public Library Disconnection Fee, Section 23-47 of the Code of Ordinances;
- (5) Development Impact Fee, Section 23-60 of the Code of Ordinances; and
- (6) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B)

B. **Stipulation Concerning Public Improvements and Development Fees**

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

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

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

D. Covenant Not to Sue

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, nor shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

- (1) seeks to enjoin, restrain, condition or impair the enforcement of ordinances imposing, implementing or amending Development Fees or the provision of public improvements;
- (2) seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;

- (3) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or
- (4) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;
- (5) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;
- (6) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

E. Reliance by City

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

F. Other Taxes and Fees

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

G. Roadway Recapture

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

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

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

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

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

8. **NOTICES**

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

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

Notice to City shall be addressed as follows:

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

With a copy to:

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

Notice to Owner shall be addressed as follows:

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

With a copy to:

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

[REDACTED]
[REDACTED]

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

9. **AMENDMENTS**

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

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

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

10. FINAL AGREEMENT AND CONSTRUCTION

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

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

11. **ENFORCEMENT**

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

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

12. **SUCCESSORS**

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

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

13. **AGREEMENT AS COVENANT**

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

14. **SEVERABILITY**

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

15. **DURATION AND EFFECTIVE DATE**

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

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

CITY:

City of Joliet, an Illinois home rule
municipal corporation

OWNER:

Whimsy Joliet LLC

By: _____
Mayor, City of Joliet

By: _____
Matthew O'Mara, CEO

Attest:

By: _____
City Clerk

DRAFT

EXHIBIT A

Legal Descriptions

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

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

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

DRAFT