

LICENSE AGREEMENT BETWEEN THE CITY OF JOLIET

AND

Homerding Family Farms LLC

FOR THE LAND APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

This Agreement is made by and between the City of Joliet, a municipal corporation within the County of Will and the State of Illinois, (hereinafter known as "Joliet"), and Homerding Family Farms LL, of 11002 Caton Farm Rd, Minooka, Illinois, 60447 an Illinois

Farming Operator (hereinafter known as "Operator"):

WITNESSETH:

WHEREAS, Joliet operates three (3) wastewater treatment plants and disposes of the wastewater treatment biosolids through application on agricultural land; and

WHEREAS, Joliet does not have available land for this purpose; and

WHEREAS, Operator has available farmland to accept wastewater treatment biosolids; and

WHEREAS, the Operator warrants to Joliet the authority to grant the license described herein.

NOW THEREFORE, in consideration of the foregoing premises, the parties mutually agree as follows:

I. PARTIES

The Operator is the operator of the land to be utilized by the Joliet Biosolids Disposal Operation.

Joliet is a municipal corporation within the County of Will and the State of Illinois.

II. LICENSE GRANTED

Operator hereby grants to Joliet an exclusive license upon the premises herein described for the effective term of this agreement to deposit and apply wastewater treatment biosolids as set forth herein.

Operator has authority to grant Joliet access to said parcel. Operator agrees to accept the application of wastewater treatment biosolids on the real estate located in the County of Grundy and the State of Illinois.

III. TERM

The term of this agreement shall be from April 1, 2025 to December 31, 2025.

IV. AMENDMENTS

Amendments to this agreement must be made in writing.

V.APPLICATION OF WASTEWATER TREATMENT

BIOSOLIDS

- A. Joliet agrees to comply with the requirements of the Illinois Environmental Protection Agency (hereinafter known as "IEPA") during the application of wastewater treatment biosolids to the described land. Biosolids will be applied by an application contractor selected by Joliet who shall comply with IEPA regulations. The Operator hereby grants to Joliet the exclusive right to apply wastewater treatment biosolids for the effective term of this agreement.
- B. Application of biosolids will not be made by Joliet when the applicator or the trucks will cause ruts in the field.
- C. Joliet agrees to apply biosolids in quantities not to exceed the agronomic demand for the planting of corn crops.

VI.PLANTING REQUIRED

The Operator is required to plant corn on the portion of the described acreage that receives biosolids application.

VII. PAYMENTS

- A. Joliet agrees to compensate the Operator for accepting biosolids on the subject parcel. Joliet agrees to pay \$75.00 per acre for the right to apply biosolids. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment upon the execution of this agreement.
- B. Joliet also agrees to compensate the Operator for additional tillage expenses on the subject property as a result of the biosolids application. Joliet agrees to pay \$75.00 per acre for the tillage expenses. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment when application is completed.
- C. Joliet agrees to compensate the Operator for decreased crop production on the portion of the subject parcel that is affected by biosolids application. Joliet agrees to make payments to assure the Operator of the revenue that would result from the production of a crop yielding the five-year average yield that the parcel has produced. The period used to compute the five-year average. Payment shall be made for all acreage affected by the biosolids application provided that the maximum payment from Joliet shall not exceed \$150.00 per acre.

After the harvest of the crop, the total quantity of product produced will be divided by the total acreage affected by the land application to result in a yield measured in bushels per acre. If this yield is equal to or more than the five-year average yield in bushels per acre, no additional payment will be made. If this yield is less than the five-year average yield in bushels per acre for the parcel, the actual yield will be subtracted from the five-year average yield to determine the yield reduction. The yield reduction in bushels per acre will be multiplied by the price determined at closing of the Chicago Board of Trade on November 2, 2025 for December 31, 2025 delivery of the product. The price on that date will be determined. If the product of the multiplication is equal to or greater than \$150.00 per acre, a maximum payment of the \$150.00 per acre shall be made to the Operator. This payment will be made upon completion of the harvest and determination of the actual yield.

- D. Notwithstanding the maximum payment of \$150.00 per acre specified in Section VII. C., Joliet and the Operator agree to open additional discussions on the amount of the payments by Joliet in the event that the actual yield of corn on the subject parcels is less than 60 percent of the five-year average bushels per acre and a similar yield reduction is not experienced on other farms near the subject parcels.

VIII.INSURANCE

Joliet agrees to require the biosolids application contractor to maintain liability and workmen's compensation insurance related to the land application activities on the subject property.

IX.SUCCESSORS

The terms of this agreement shall be binding on the heirs and executors, administrators and assigns of both Operator and Joliet in a like manner as the original parties.

DATE: _____, 2025

CITY OF JOLIET

BY: Sharon E Hamending
Operator

DocuSigned by:
Beth Beatty 7/10/2025
9CD08CDD035A49D...
Beth Beatty
City Manager

Tax ID or Social Security No.:

ATTEST:

Zack Hamann
Zack Hamann, CCP
New Era Spreading

ATTEST:

Signed by:
Lauren O'Hara 7/3/2025
F3CFE93187FB42D...
Lauren O'Hara
City Clerk

FIELD NO.	CROP	ACRES	TOWNSHIP	SECTION
B'n Site	Corn	150	Na-Au-Say	36-8
Hone Farm	Corn	40	Na-Au-Say	36-8

LICENSE AGREEMENT BETWEEN THE CITY OF JOLIET

AND

Jackie Stunkel

FOR THE LAND APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

This Agreement is made by and between the City of Joliet, a municipal corporation within the County of Will and the State of Illinois, (hereinafter known as "Joliet"), and Jackie Stunkel, of 23140 S Ridgeland Ave, Monee, Illinois, 60449 an Illinois Farming Operator (hereinafter known as "Operator"):

WITNESSETH:

WHEREAS, Joliet operates three (3) wastewater treatment plants and disposes of the wastewater treatment biosolids through application on agricultural land; and

WHEREAS, Joliet does not have available land for this purpose; and

WHEREAS, Operator has available farmland to accept wastewater treatment biosolids; and

WHEREAS, the Operator warrants to Joliet the authority to grant the license described herein.

NOW THEREFORE, in consideration of the foregoing premises, the parties mutually agree as follows:

I. PARTIES

The Operator is the operator of the land to be utilized by the Joliet Biosolids Disposal Operation.

Joliet is a municipal corporation within the County of Will and the State of Illinois.

II. LICENSE GRANTED

Operator hereby grants to Joliet an exclusive license upon the premises herein described for the effective term of this agreement to deposit and apply wastewater treatment biosolids as set forth herein.

Operator has authority to grant Joliet access to said parcel. Operator agrees to accept the application of wastewater treatment biosolids on the real estate located in the County of Grundy and the State of Illinois.

III. TERM

The term of this agreement shall be from April 1, 2025 to December 31, 2025.

IV. AMENDMENTS

Amendments to this agreement must be made in writing.

V. APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

A. Joliet agrees to comply with the requirements of the Illinois Environmental Protection Agency (hereinafter known as "IEPA") during the application of wastewater treatment biosolids to the described land. Biosolids will be applied by an application contractor selected by Joliet who shall comply with IEPA regulations. The Operator hereby grants to Joliet the exclusive right to apply wastewater treatment biosolids for the effective term of this agreement.

- B. Application of biosolids will not be made by Joliet when the applicator or the trucks will cause ruts in the field.
- C. Joliet agrees to apply biosolids in quantities not to exceed the agronomic demand for the planting of corn crops.

VI. PLANTING REQUIRED

The Operator is required to plant corn on the portion of the described acreage that receives biosolids application.

VII. PAYMENTS

- A. Joliet agrees to compensate the Operator for accepting biosolids on the subject parcel. Joliet agrees to pay \$75.00 per acre for the right to apply biosolids. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment upon the execution of this agreement.
- B. Joliet also agrees to compensate the Operator for additional tillage expenses on the subject property as a result of the biosolids application. Joliet agrees to pay \$75.00 per acre for the tillage expenses. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment when application is completed.
- C. Joliet agrees to compensate the Operator for decreased crop production on the portion of the subject parcel that is affected by biosolids application. Joliet agrees to make payments to assure the Operator of the revenue that

would result from the production of a crop yielding the five-year average yield that the parcel has produced. The period used to compute the five-year average. Payment shall be made for all acreage affected by the biosolids application provided that the maximum payment from Joliet shall not exceed \$150.00 per acre.

After the harvest of the crop, the total quantity of product produced will be divided by the total acreage affected by the land application to result in a yield measured in bushels per acre. If this yield is equal to or more than the five-year average yield in bushels per acre, no additional payment will be made. If this yield is less than the five-year average yield in bushels per acre for the parcel, the actual yield will be subtracted from the five-year average yield to determine the yield reduction. The yield reduction in bushels per acre will be multiplied by the price determined at closing of the Chicago Board of Trade on November 2, 2025 for December 31, 2025 delivery of the product. The price on that date will be determined. If the product of the multiplication is equal to or greater than \$150.00 per acre, a maximum payment of the \$150.00 per acre shall be made to the Operator. This payment will be made upon completion of the harvest and determination of the actual yield.

- D. Notwithstanding the maximum payment of \$150.00 per acre specified in Section VII. C., Joliet and the Operator agree to open additional discussions

on the amount of the payments by Joliet in the event that the actual yield of corn on the subject parcels is less than 60 percent of the five-year average bushels per acre and a similar yield reduction is not experienced on other farms near the subject parcels.

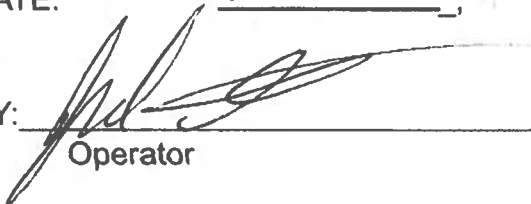
VIII. INSURANCE

Joliet agrees to require the biosolids application contractor to maintain liability and workmen's compensation insurance related to the land application activities on the subject property.


IX. SUCCESSORS

The terms of this agreement shall be binding on the heirs and executors, administrators and assigns of both Operator and Joliet in a like manner as the original parties.

DATE: June 9th 2025

BY: 
Operator

CITY OF JOLIET

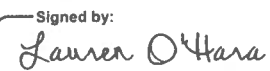
DocuSigned by:
 7/10/2025
9CD08CDD035A49D...
Beth Beatty
City Manager

Tax ID or Social Security No.:

ATTEST:


Zack Hamann, CCP
New Era Spreading

ATTEST:

Signed by:
 7/8/2025
F9CFE93167FB42D...
Lauren O'Hara
City Clerk

FIELD NO.	CROP	ACRES	TOWNSHIP	SECTION
Sauk Trail	Corn	137	Rich	31
Chowrs	Corn	63	Rich	32
S. Hone	Corn	40	Monroe	6

LICENSE AGREEMENT BETWEEN THE CITY OF JOLIET

AND

James R. Fleishman

FOR THE LAND APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

This Agreement is made by and between the City of Joliet, a municipal corporation within the County of Will and the State of Illinois, (hereinafter known as "Joliet"), and James R Fleishman, 2390 S Verona Rd, Verona, Illinois, an Illinois Farming Operator (hereinafter known as "Operator"):

WITNESSETH:

WHEREAS, Joliet operates three (3) wastewater treatment plants and disposes of the wastewater treatment biosolids through application on agricultural land; and

WHEREAS, Joliet does not have available land for this purpose; and

WHEREAS, Operator has available farmland to accept wastewater treatment biosolids; and

WHEREAS, the Operator warrants to Joliet the authority to grant the license described herein.

NOW THEREFORE, in consideration of the foregoing premises, the parties mutually agree as follows:

I. PARTIES

The Operator is the operator of the land to be utilized by the Joliet Biosolids Disposal Operation.

Joliet is a municipal corporation within the County of Will and the State of Illinois.

II. LICENSE GRANTED

Operator hereby grants to Joliet an exclusive license upon the premises herein described for the effective term of this agreement to deposit and apply wastewater treatment biosolids as set forth herein.

Operator has authority to grant Joliet access to said parcel. Operator agrees to accept the application of wastewater treatment biosolids on the real estate located in the County of Grundy and the State of Illinois.

III. TERM

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IV. AMENDMENTS

Amendments to this agreement must be made in writing.

V. APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

- A. Joliet agrees to comply with the requirements of the Illinois Environmental Protection Agency (hereinafter known as "IEPA") during the application of wastewater treatment biosolids to the described land. Biosolids will be applied by an application contractor selected by Joliet who shall comply with IEPA regulations. The Operator hereby grants to Joliet the exclusive right to apply wastewater treatment biosolids for the effective term of this agreement.
- B. Application of biosolids will not be made by Joliet when the applicator or the trucks will cause ruts in the field.
- C. Joliet agrees to apply biosolids in quantities not to exceed the agronomic demand for the planting of corn crops.

VI. PLANTING REQUIRED

The Operator is required to plant corn on the portion of the described acreage that receives biosolids application.

VII. PAYMENTS

- A. Joliet agrees to compensate the Operator for accepting biosolids on the subject parcel. Joliet agrees to pay \$300.00 per acre for the right to apply biosolids. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment upon the execution of this agreement.
- B. Joliet also agrees to compensate the Operator for additional tillage expenses on the subject property as a result of the biosolids application. Joliet agrees to pay \$75.00 per acre for the tillage expenses. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment when application is completed.
- C. Joliet agrees to compensate the Operator for decreased crop production on the portion of the subject parcel that is affected by biosolids application. Joliet agrees to make payments to assure the Operator of the revenue that would result from the production of a crop yielding the five-year average yield that the parcel has produced. The period used to compute the five-year average . Payment shall be made for all acreage affected by the biosolids application provided that the maximum payment from Joliet shall not exceed \$300.00 per acre.

After the harvest of the crop, the total quantity of product produced will be divided by the total acreage affected by the land application to result in a yield measured in bushels per acre. If this yield is equal to or more than the five-year average yield in bushels per acre, no additional payment will be made. If this yield is less than the five-year average yield in bushels per acre for the parcel, the actual yield will be subtracted from the five-year average yield to determine the yield reduction. The yield reduction in bushels per acre will be multiplied by the price determined at closing of the Chicago Board of Trade on November 2, 2025 for December 31, 2025 delivery of the product. The price on that date will be determined. If the product of the multiplication is equal to or greater than \$150.00 per acre, a maximum payment of the \$150.00 per acre shall be made to the Operator. This payment will be made upon completion of the harvest and determination of the actual yield.

- D. Notwithstanding the maximum payment of \$150.00 per acre specified in Section VII. C., Joliet and the Operator agree to open additional discussions on the amount of the payments by Joliet in the event that the actual yield of corn on the subject parcels is less than 60 percent of the five-year average bushels per acre and a similar yield reduction is not experienced on other farms near the subject parcels.

VIII. INSURANCE

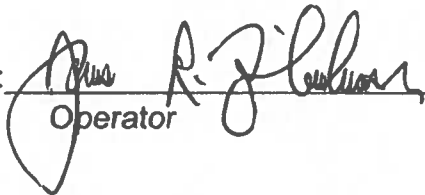
Joliet agrees to require the biosolids application contractor to maintain liability and workmen's compensation insurance related to the land application activities on the subject property.

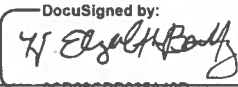
IX. SUCCESSORS

The terms of this agreement shall be binding on the heirs and executors, administrators and assigns of both Operator and Joliet in a like manner as the original parties.

DATE: June, 1st, 2025

CITY OF JOLIET

BY: 
Operator

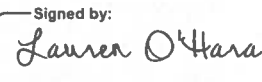
DocuSigned by:
 7/10/2025
9CD08CDD0035A49D
Beth Beatty
City Manager

Tax ID or Social Security No.:

ATTEST:


Zack Hamann, CCP
New Era Spreading

ATTEST:

Signed by:
 6/24/2025
F3CFE93187FB42D
Lauren O'Hara
City Clerk

FIELD NO.	CROP	ACRES	TOWNSHIP	SECTION
<u>W River Rd</u>	<u>Corn</u>	<u>172</u>	<u>Wilmington</u>	<u>35</u>