



City of Joliet
City Council Meeting
Meeting Agenda

MAYOR BOB O'DEKIRK
MAYOR PRO-TEM COUNCILMAN CESAR GUERRERO (7/1/2021 - 9/30/2021)
COUNCILMAN JOE CLEMENT
COUNCILWOMAN BETTYE GAVIN
COUNCILMAN LARRY E. HUG
COUNCILMAN TERRY MORRIS
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

City Manager - James V. Capparelli,
Corporation Counsel - Sabrina Spano, City Clerk Christa M. Desiderio

Tuesday, July 20, 2021

6:30 PM

City Hall, Council Chambers

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures.

Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person who is not fully vaccinated wear a face-covering to cover their nose and mouth.

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

INVOCATION:

Rev. Dr. Lester Brown, Good Samaritan Ministry of Joliet, 500 Millboro Place

PLEDGE TO THE FLAG:

ROLL CALL:

MAYOR:

APPROVAL OF AGENDA:

CITIZENS TO BE HEARD ON AGENDA ITEMS:**APPOINTMENTS:****COUNCIL COMMITTEE REPORTS:**

Finance

Public Service

CONSENT AGENDA:

Approval of Minutes:

Special Meeting - June 30, 2021

Council Meeting - July 6, 2021

Attachments: [Special Meeting - June 30, 2021.pdf](#)
[Council Meeting - July 6, 2021.pdf](#)
[Approver Report](#)

Renewal of the Portable Radios Maintenance Agreement with Motorola in the amount of \$28,893.48 [343-21](#)

Attachments: [2021 Starcom Service Agreement Invoice.pdf](#)
[Approver Report](#)

Renewal of Property and Casualty Coverages [344-21](#)

Attachments: [Approver Report](#)

LICENSES AND PERMIT APPLICATIONS:

Application for a Drive Thru Permit for a Portillo's Restaurant at 1444 N. Larkin Avenue [346-21](#)

Attachments: [Portillos Permit](#)
[Exhibit - 1444 Larkin Portillos Drive Thru](#)
[Approver Report](#)

Application for a Drive Thru Permit for a Smoothie King Restaurant at 2504 W. Jefferson Street [347-21](#)

Attachments: [Smoothie King Permit](#)
[Exhibit - 2504 Jefferson Smoothie King Drive Thru](#)
[Approver Report](#)

Issuance of a Class "C" Liquor License at 1308 W. Jefferson Street- Angie's Liquors [348-21](#)

Attachments: [Angie's liquors](#)
[Approver Report](#)

Denial Order of Issuance of a Class "BG" Liquor License at 379 S. Chicago Street - Kal Petro [349-21](#)

Attachments: [Resolution - Kal Petro.docx](#)
[Kal Petro Order.doc](#)
[Approver Report](#)

PUBLIC HEARINGS:

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinances Associated with Mound Road Logistics Center Subdivision [351-21](#)

Ordinance Approving the Final Plat of Mound Road Logistics Center Subdivision (FP-3-2021)

Ordinance Approving the Record Plat of Mound Road Logistics Center Subdivision (RP-5-2021)

Attachments: [Final Plat - Mound Road](#)

[Final Plat Ordinance -Mound Road Logistics Center Subdivision](#)

[Record Plat - Mound Road](#)

[Record Plat Ordinance - Mound Road Logistics Center Subdivision](#)

[Plan Commission Meeting Minutes 061721](#)

[FP-3-21 MOUND ROAD LOGISTICS CENTER STAFF REPORT PACKET](#)

[Approver Report](#)

Ordinance Approving Additional Duplex Plans for The Villas at Cedar Creek Subdivision (M-3-21) [352-21](#)

Attachments: [Ordinance M-3-21 Additional Duplex Plans Villas at Cedar Creek](#)

[M-3-21 - New Duplex Plans for Villas at Cedar Creek - Combined PC Staff Report](#)

[Minutes \(20\)](#)

[Approver Report](#)

Ordinance Declaring Certain Properties as Public Nuisances [353-21](#)

Attachments: [Ordinance](#)

[Exhibit A](#)

[Approver Report](#)

RESOLUTIONS:

Resolution Approving the CDBG FY 2021 Annual Action Plan to the 2020-2024 Consolidated Plan [355-21](#)

Attachments: [Resolution](#)

[FY2021 City of Joliet Action Plan](#)

[Approver Report](#)

Resolution Accepting a Public Utility Easement from JMF Industries LLC (PIN 05-06-11-409-021-0000) for the Essington and Jefferson Interceptor Sewer Project [356-21](#)

Attachments: [Resolution](#)
[Easement Agreement for Parcel 0004.pdf](#)
[Easement Exhibit for Parcel 0004.pdf](#)
[Approver Report](#)
[Approver Report](#)

Resolution Accepting a Public Utility Easement and Temporary Construction Easement from Stonemor Illinois LLC (PIN 05-06-11-409-033-0010; -0020) for the Essington and Jefferson Interceptor Sewer Project [357-21](#)

Attachments: [Resolution](#)
[Easement Agreement for Parcel 0003.pdf](#)
[Easement Exhibit for Parcel 0003.pdf](#)
[Approver Report](#)
[Approver Report](#)

Resolution Declaring Official Intent to Reimburse Certain Capital Expenditures from the Proceeds of Future Debt Issues [358-21](#)

Attachments: [Resolution](#)
[Approver Report](#)

Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Illinois Fraternal Order of Police Labor Council [359-21](#)

Attachments: [Resolution](#)
[Proposed FOP Contract.pdf](#)
[Approver Report](#)

CITY MANAGER:

NEW BUSINESS (Not for Final Action or Recommendation):

PUBLIC COMMENTS:

NOTE: There is a new temporary procedure for public speaking. Details can be found on the Joliet.gov "Public Comments" web page.

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the City Council 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 Council shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

MAYOR AND COUNCIL COMMENTS:

ADJOURNMENT:

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact Christa M. Desiderio, City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780. Live, online streaming of Regular City Council and Pre-Council meetings is now available at www.joliet.gov. Videos and agenda packets can be accessed by clicking on the Meetings & Agendas link at the center of the home page for "Joliet City Council E-Agenda & Streaming Video." The new page includes archived footage and interactive agendas available for the public to view at their convenience.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #:

Agenda Date:7/20/2021

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Wednesday, June 30, 2021

4:30 PM

City Hall, Council Chambers

Special City Council Meeting

MAYOR BOB O'DEKIRK

MAYOR PRO-TEM COUNCILWOMAN BETTYE GAVIN (5/1/2021 - 6/30/2021)

COUNCILMAN JOE CLEMENT

COUNCILMAN CESAR GUERRERO

COUNCILMAN LARRY E. HUG

COUNCILMAN TERRY MORRIS

COUNCILMAN PAT MUDRON

COUNCILWOMAN JAN HALLUMS QUILLMAN

COUNCILWOMAN SHERRI REARDON

City Manager - James V. Capparelli,

Corporation Counsel - Sabrina Spano, City Clerk Christa M. Desiderio

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures.

Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person who is not fully vaccinated wear a face-covering to cover their nose and mouth.

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

ROLL CALL:

Present: Mayor Robert O'Dekirk, Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Larry E. Hug, Councilman Terry Morris and Councilman Pat Mudron

Absent: Councilman Cesar Guerrero, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

CLOSED SESSION

A motion was made by Councilman Joe Clement, seconded by Councilwoman Bettye Gavin, to enter into closed session to discuss collective bargaining after which the meeting will reconvene.

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Larry E. Hug, Councilman Terry Morris and Councilman Pat Mudron

Absent: Councilman Cesar Guerrero, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

The City Clerk stated the meeting reconvened at 4:56 p.m.

ROLL CALL:

Councilman Guerrero arrived at the meeting at 5:15 p.m.

Present: Mayor Robert O'Dekirk, Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman

Absent: Councilwoman Sherri Reardon

PRESENTATION / DISCUSSION - COVID FUNDING & THE AMERICAN RESCUE PLAN ACT OF 2021

Director of Finance Jim Ghedotte gave a presentation on the COVID Funding and American Rescue Plan Act of 2021 and COVID funding. He gave an overview of timelines as well as eligible expenditures, process of revenue replacement, and eligible items. He informed the Council the this funds have to be audited every year as part of the Single Audit Act.

Mr. Ghedotte also presented a list of items requested by each department for Council's

consideration.

A brief discussion was held regarding the audit process, commitment deadline, and additional personnel requests.

PUBLIC COMMENTS:

Alan Oder addressed the Council in support of improving infrastructure with these funds .

In response to Colleen Feehan's questions, Mayor O'Dekirk informed Ms. Feehan anyone can send email to Council or staff should they have questions concerning fund allocation .

Bob Filotto addressed the Council representing the Will County Metropolitan Exposition & Auditorium Authority(Rialto) requesting financial support for the Rialto .

Mike Paone, representing the Joliet Region Chamber of Commerce and Industry, spoke requesting at least 25% for economic development and tourism in the City, along with other suggestions.

Jennifer Jo Gavin with the NAACP Political Action Committee spoke in support of improvements to the water and sewer infrastructure .

Jerry Hervey spoke in favor of improvements to the water and sewer infrastructure .

Mike Hettinger spoke concerning everyone working together for the betterment of the City .

Bob Navarro, Heritage Corridor and Convention Bureau, spoke regarding losses in tourism in 2020.

MAYOR AND COUNCIL COMMENTS:

None.

ADJOURNMENT:

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Jan Hallums Quillman, to adjourn.

The motion carried by the following vote:

Aye:	Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron and Councilwoman Jan Hallums Quillman
Absent:	Councilwoman Sherri Reardon
Abstain:	Mayor Robert O'Dekirk

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Tuesday, July 6, 2021

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR BOB O'DEKIRK

MAYOR PRO-TEM COUNCILMAN CESAR GUERRERO (7/1/2021 - 9/30/2021)

COUNCILMAN JOE CLEMENT

COUNCILWOMAN BETTYE GAVIN

COUNCILMAN LARRY E. HUG

COUNCILMAN TERRY MORRIS

COUNCILMAN PAT MUDRON

COUNCILWOMAN JAN HALLUMS QUILLMAN

COUNCILWOMAN SHERRI REARDON

City Manager - James V. Capparelli,

Corporation Counsel - Sabrina Spano, City Clerk Christa M. Desiderio

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures.

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INVOCATION:

Pastor Vinton Ritchey, First Christian Church, 1701 Laraway Road

PLEDGE TO THE FLAG:

ROLL CALL:

Present: Mayor Robert O'Dekirk, Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

ALSO PRESENT: City Manager James V. Capparelli and Inspector General Chris Regis

PRESENTATION:

Update on Riverwalk Homes

Attachments: [Riverwalk - Joliet City Council - Presentation.pdf](#)

Nikkitta McCoy gave a brief update on the Riverwalk Development.

A brief discussion was held regarding the order of the demolition of the buildings. Additional discussions were held concerning Holsten requesting an extension of the loan payback and an application completed for grant monies.

Tri-County Auto Theft - Administrative Director Dwayne Killian

Dwayne Killian gave a brief presentation of the Tri-County Auto Theft Unit.

Police Chief Malec expressed the importance of the task force.

A brief discussed was held regarding a lease agreement and funding for repairs to the building used by the task force, as well as how Joliet pulling out of the task force would shut the project down.

MAYOR:

Proclamation Declaring July as Parks and Recreation Month

Attachments: [2021 Parks and Recreation](#)

No proclamation read.

APPROVAL OF AGENDA:

A motion was made by Councilwoman Bettye Gavin, seconded by Councilwoman Jan Hallums Quillman, to approve the Agenda as written with the following changes: 1) Remove Council Memo #339-21: Resolution Accepting a Public Utility Easement from JMF Industries LLC (PIN 05-06-11-409-021-0000) for the Essington and Jefferson Interceptor Sewer Project, 2) Remove Council Memo #340-21: Resolution Accepting a Public Utility Easement and Temporary Construction Easement from Stonemor Illinois LLC (PIN 05-06-11-409-033-0010; -0020) for the Essington and Jefferson Interceptor Sewer Project, and 3) Vote for Council Memo #341-21: Resolution Approving the Withdrawal of the Joliet Police Department from the Tri-County Auto Theft Task Force Intergovernmental Agreement before Consent Agenda items.

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITIZENS TO BE HEARD ON AGENDA ITEMS:

James Glasgow, Will County States Attorney, briefly discussed the Tri-County Auto Theft Unit.

Alan Oder expressed his concern about not having enough police officers.

APPOINTMENTS:

None.

COUNCIL COMMITTEE REPORTS:

CTIS

Councilwoman Reardon asked Dave Braner, CIO, to give an overview and explanation of the items discussed at the Wednesday, June 23, 2021 CTIS Committee Meeting.

Link:

https://joliet.granicus.com/player/clip/3984?view_id=6&redirect=true

Public Safety

Councilwoman Quillman gave an overview and explanation of the Tri-County Auto Theft Unit item discussed at the Tuesday, July 4, 2021 Public Safety Committee Meeting.

Link:

https://joliet.granicus.com/player/clip/3977?view_id=6&redirect=true

Public Service

Councilman Hug gave an overview and explanation of the items discussed at the Tuesday, July 4, 2021 Public Service Committee Meeting.

Link:

https://joliet.granicus.com/player/clip/3979?view_id=6&redirect=true

Resolution Approving the Withdrawal of the Joliet Police Department from the Tri-County Auto Theft Task Force Intergovernmental Agreement

[341-21](#)

Attachments: [Resolution](#)
 [Approver Report](#)

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Bettye Gavin, to DENY Council Memo #341-21: Resolution Approving the Withdrawal of the Joliet Police Department from the Tri-County Auto Theft Task Force Intergovernmental Agreement.

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin,
 Councilman Cesar Guerrero, Councilman Larry E. Hug,
 Councilman Terry Morris, Councilman Pat Mudron,
 Councilwoman Jan Hallums Quillman and Councilwoman
 Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CONSENT AGENDA:

Approval of Minutes:

Pre-Council Meeting - June 14, 2021
Council Meeting - June 15, 2021

Attachments: [Pre-Council Meeting - June 14, 2021.pdf](#)
 [Council Meeting - June 15, 2021.pdf](#)

Position Vacancies

[323-21](#)

Attachments: [Approver Report](#)

A brief discussion was held regarding the police academy, including their class availability.

Regular payroll for April 23 - May 6, 2021 - \$3,451,018.88

[324-21](#)

Attachments: [PD 5.14.21](#)
 [Approver Report](#)

Regular payroll for May 7 - May 20, 2021 - \$3,484,864.78 [325-21](#)

Attachments: [PD 5.28.21](#)
[OT 21-05-31](#)
[Approver Report](#)

2021 Deteriorated Roadway Resurfacing Program [326-21](#)

Attachments: [Approver Report](#)

Award of Contract for the Boulder Avenue / Fairview Avenue Water Main Improvement Project - 2021 to Austin Tyler Construction Inc. in the amount of \$353,353.00 [327-21](#)

Attachments: [Approver Report](#)

Professional Services Agreement for the Lead Water Service Line Replacement Phase 3 Project to Baxter & Woodman Inc. in the amount of \$40,000.00 [328-21](#)

Attachments: [Approver Report](#)

Purchase of a Backhoe Loader for the Public Utilities Department from Altorfer Industries, Inc. in the amount of \$127,920.00 [329-21](#)

Attachments: [Approver Report](#)

Purchase of a Combination Sewer Cleaner Vac Truck for the Public Utilities Department to Standard Equipment CO Inc. in the amount of \$452,753.00 [330-21](#)

Attachments: [Approver Report](#)

Change Order No. 1 in the amount of \$1,249.80 and Payment No. 2 and Final for the Mirage Subdivision - County Line Road Drainage Improvements - 2020 to P.T. Ferro Construction Co. in the amount of \$62,360.35 [331-21](#)

Attachments: [Approver Report](#)

Change Order No. 5 for the Eastside Wastewater Treatment Plant Phosphorus Removal Project to Williams Brothers Construction, Inc. in the amount of \$106,204.73 [332-21](#)

Attachments: [Approver Report](#)

Consent Agenda Items Approved

A motion was made by Councilwoman Hallums Quillman, seconded by Councilman Guerrero,

to approve all said Consent Agenda items.

The motion carried by the following vote:

- Aye:** Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon
- Abstain:** Mayor Robert O'Dekirk

LICENSES AND PERMIT APPLICATIONS:

Issuance of a Class “C” Liquor License at 3000 Maple Road- Lenny’s Liquor Route 6 & Gougar, LLC [334-21](#)

Attachments: [Lenny’s RT 6](#)
[Approver Report](#)

The Deputy Liquor Commissioner briefly explained this Council Memo. Chris Regis, Inspector General, briefly discussed the stand-alone building built at this location to allow for packaged liquor sales at this location.

A motion was made by Councilwoman Bettye Gavin, seconded by Councilman Joseph Clement, to approve COUNCIL MEMO #334-21: Issuance of a Class “C” Liquor License at 3000 Maple Road- Lenny’s Liquor Route 6 & Gougar, LLC.

The motion carried by the following vote:

- Aye:** Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon
- Abstain:** Mayor Robert O'Dekirk

Issuance of a Class “B” Liquor License at 2200 W. Jefferson Street- Black Eyed Susan [335-21](#)

Attachments: [Black Eyed Susan](#)
[Approver Report](#)

The Deputy Liquor Commissioner briefly explained this Council Memo.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joseph Clement, to approve COUNCIL MEMO #335-21: Issuance of a Class “B” Liquor License at 2200 W. Jefferson Street- Black Eyed Susan.

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Issuance of a Class "C" Liquor License at 1308 W. Jefferson Street- Angie's Liquors

[336-21](#)

Attachments: [Angie's liquors](#)
[Approver Report](#)

The Deputy Liquor Commissioner briefly explained this Council Memo.

A motion was made by Councilman Joseph Clement, seconded by Councilman Cesar Guerrero, to table COUNCIL MEMO #336-21: Issuance of a Class "C" Liquor License at 1308 W. Jefferson Street- Angie's Liquors to the July 20, 2021 Council Meeting.

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

PUBLIC HEARINGS:

ORDINANCES AND RESOLUTIONS:

RESOLUTIONS:

Resolution Authorizing the Release of Executive Session Minutes

[338-21](#)

Attachments: [Resolution](#)
[RELEASE OF CLOSED SESSION MINUTES](#)
[Approver Report](#)

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Bettye Gavin, to adopt COUNCIL MEMO #338-21: Resolution Authorizing the Release of Executive Session Minutes. (RESOLUTION NO. 7668)

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Resolution Accepting a Public Utility Easement from JMF Industries LLC (PIN 05-06-11-409-021-0000) for the Essington and Jefferson Interceptor Sewer Project

[339-21](#)

Attachments: [Resolution](#)
[Easement Agreement for Parcel 0004.pdf](#)
[Easement Exhibit for Parcel 0004.pdf](#)
[Approver Report](#)

The City Clerk stated this item was previously removed from the agenda.

Resolution Accepting a Public Utility Easement and Temporary Construction Easement from Stonemor Illinois LLC (PIN 05-06-11-409-033-0010; -0020) for the Essington and Jefferson Interceptor Sewer Project

[340-21](#)

Attachments: [Resolution](#)
[Easement Agreement for Parcel 0003.pdf](#)
[Easement Exhibit for Parcel 0003.pdf](#)
[Approver Report](#)

The City Clerk stated this item was previously removed from the agenda.

Resolution Authorizing the Execution of a First Amendment to the Exchange Agreement Between the City of Joliet and BNSF Railway

[342-21](#)

Attachments: [Resolution](#)
[First Amendment to BNSF Agreement](#)
[Joliet - BNSF Property Exchange Agreement](#)
[Resolution No. 7553](#)
[Approver Report](#)

Chris Regis gave a brief explanation of Council Memo.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joseph Clement, to adopt COUNCIL MEMO #342-21: Resolution Authorizing the Execution of a First Amendment to the Exchange Agreement Between the City of Joliet and BNSF Railway. (RESOLUTION NO. 7669)

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITY MANAGER:

The City Manager stated he is in the process of retaining a state lobbyist to continue to compete for funding.

NEW BUSINESS (Not for Final Action or Recommendation):

Mayor O'Dekirk briefly discussed a temporary labor agreement with the Fraternal Order of Police. He also congratulated the City Manager for his work negotiating the agreement.

PUBLIC COMMENTS:

Douglas Hren, CAPA boardmember, spoke regarding an shooting incident.

Dan Kennison spoke regarding a shooting incidents.

Dr. J.D. Wright spoke regarding shooting incidents in the CAPA neighborhood.

David Glonek concurred with previous comments and then spoke regarding excessive fireworks outside of the July 4th holiday.

MAYOR AND COUNCIL COMMENTS:

Councilman Clement addressed the concerns expressed by the residents in the CAPA neighborhood. He also discussed his tour of the Rialto Theatre and a flooding issue on Newton Avenue, Cornelius Avenue, and Sherry Lane.

Councilwoman Gavin wished the City Clerk Christa Desiderio a happy birthday. She also highlighted the Concert on the Hill at Bicentennial Park.

Councilman Hug addressed the concerns of the CAPA neighborhood.

Councilman Mudron thanked those who attended last week's meeting discussing the American Recue Act.

Councilwoman Quillman addressed the excessive fireworks and the concerns expressed by the CAPA neighborhood. She also briefly spoke about a posting by Waste Management regarding garbage pick-up after July 4th.

Mayor O'Dekirk highlighted Cornerstone's Juneteenth celebration, Alianza luncheon, Harvey

Brooks Elected Officials Day, Joliet Police Department Annual Ceremony at Jacob Henry Mansion, and fireworks display at JJC. He congratulated the JCA girls soccer team for taking 2nd at State and the newly elected Circuit Judge Sherri Hale. Mayor O'Dekirk also addressed the neighbors of CAPA with hiring additional police officers, getting officers through the academy, and the war on police. He encourage those who are concerned with crime in their neighborhoods to contact their senators and representatives and ask them to repeal legislation.

Mayor O'Dekirk highlighted numerous community events. He congratulated the JCA girls soccer team for taking 2nd at State and the newly elected Circuit Judge Sherri Hale. He addressed the concerns of the CAPA neighborhood and encouraged people to contact their senators and representatives with their concerns.

CLOSED SESSION to discuss the following subjects:

A motion was made by Councilwoman Bettye Gavin, seconded by Councilman Joseph Clement, to enter into closed session to discuss personnel, collective bargaining, land acquisition or conveyance, pending or threatened litigation after which the meeting will be adjourned.

The motion carried by the following vote:

Aye: Councilman Joseph Clement, Councilwoman Bettye Gavin,
Councilman Cesar Guerrero, Councilman Larry E. Hug,
Councilman Terry Morris, Councilman Pat Mudron,
Councilwoman Jan Hallums Quillman and Councilwoman
Sherri Reardon

Abstain: Mayor Robert O'Dekirk

ADJOURNMENT:



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/12/2021

Final Action:

Title: Approval of Minutes:

Special Meeting - June 30, 2021

Council Meeting - July 6, 2021

Attachments: Special Meeting - June 30, 2021.pdf, Council Meeting
- July 6, 2021.pdf

Entered by: jmarsett@joliet.gov



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 343-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Renewal of the Portable Radios Maintenance Agreement with Motorola in the amount of \$28,893.48

BACKGROUND:

The City's maintenance agreement with Motorola for repair service for Police and Fire portable radios is no longer under warranty. The agreement expired on December 31, 2020, creating a need to renew the contract.

CONCLUSION:

A monthly maintenance agreement in the amount of \$2,407.79 per month for the period January 1, 2021 through December 31, 2021 has been negotiated with Motorola with a 3 percent increase in the monthly cost from the last year.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council authorize the renewal and payment for a one-year service agreement (01/01/2021-12/31/2021) with Motorola in the amount of \$28,893.48. Funding for this service agreement has been budgeted in the 2021 Police Budget (Police Org 06001000, Object Code 524302).

Motorola Solutions, inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230324027		Transaction Date 11-MAY-2021		Transaction Total 28,893.48 USD	
P.O. Number			P.O. Date		Customer Account No 1011881689
Payment Terms Net Due in 30 Days					Payment Due Date 10-JUN-2021

Visit our website at www.motorolasolutions.com

Bill To Address

JOLIET, CITY OF
 ATTN: Accounts Payable
 150 W WASHINGTON
 JOLIET IL 60432
 United States

IMPORTANT INFORMATION

Service From
01-JAN-2021
Service To
31-DEC-2021

For all invoice payment inquiries contact
 SLT5CTRB@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

Sales Order(s): USC000003301-CHG01

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Total Tax	IL	0.00	USD Subtotal	28,893.48
			USD Total Tax	0.00
			USD Total	28,893.48
			USD Amount Due	28,893.48

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230324027	Customer Account No 1011881689	Payment Due Date 10-JUN-2021	Transaction Total 28,893.48 USD	Amount Paid
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

JOLIET, CITY OF
 ATTN: Accounts Payable
 150 W WASHINGTON
 JOLIET IL 60432
 United States

Wire Transfer Details

CHICAGO
 Routing Transit No: 026009593
 SWIFT: BOFAUS3N
 Bank Account No: 3756319819

Send Payments To:



Motorola Solutions, Inc.
 13104 Collections Center Drive
 Chicago IL 60693
 United States
 Please provide your remittance details to:
 US.remittance@motorolasolutions.com



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 343-21

File ID: 343-21

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/07/2021

Final Action:

Title: Renewal of the Portable Radios Maintenance Agreement with Motorola in the amount of \$28,893.48

Attachments: 2021 Starcom Service Agreement Invoice.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/7/2021	Dawn Malec	Approve	7/9/2021
1	2	7/9/2021	Sabrina Spano	Approve	7/9/2021
1	3	7/12/2021	James V. Capparelli	Approve	7/13/2021



Memo

File #: 344-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Renewal of Property and Casualty Coverages

BACKGROUND:

The City utilizes the services of Arthur J. Gallagher Risk Management Services, Inc. (AJG) to represent the City in obtaining Property and Casualty Insurance Coverage. Each year, AJG and the City meet to update records, discuss coverages, and review trends in the marketplace. Then AJG solicits quotations from the City’s current carriers as well as various independent carriers from which the most competitive quotes are selected and recommended for approval by the City. The City works primarily with Rich Stokluska, Area Executive Vice President, AJG, who has vast experience in municipal insurance as well as the City’s account.

CONCLUSION:

Specifically, this year our biggest increase is seen in the area of Excess Liability** due to the current carrier’s decision not to renew or add new business within municipal government. This left us with the option of spreading out the excess coverage to three different carriers, each of whom provided separately tiered rates to insure vs. a singular rate as the City had enjoyed previously. Options to reduce the currently proposed increase would be to reduce the amount of excess liability coverage, if desired.

The total projected cost of the renewal proposal submitted by Arthur J. Gallagher is \$1,291,676. All coverages meet the City’s specifications. Funding is currently available in the General Corporate Fund/Public Liability & Property Damage (Org Code 01014000; Object Code 525200) and the General Corporate Fund/Workers Compensation (Org Code 01014000; Object Code 502600); however, the increase was not planned for in the current budget and an amendment may be needed later in the year depending upon future worker’s compensation costs.

The following is a comparison of the historical coverage costs compared with the proposed quote:

Coverage	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022 Proposed Renewal
General Liability (GL) *	\$204,958	\$173,667	\$174,016	\$175,764	\$196,553	\$264,959
Excess Liability**	53,700	48,504	48,351	59,649	66,826	505,890
Property ***	115,000	90,601	98,509	111,504	160,113	209,315

Crime Package	3,193	2,554	7,457	7,457	7,547	8,513
Underground Storage Tank	10,460	9,601	10,937	12,379	12,962	11,825
Worker's Compensation	185,462	161,550	168,309	201,101	232,524	211,244
Cyber			33,624	25,461	33,683	41,180
Broker Fee	116,838	94,934	36,500	36,500	37,600	38,750
Total	\$689,611	\$581,411	\$577,703	\$629,815	\$746,808	\$1,291,676

- * Includes Auto Liability, Law Enforcement Liability, Public Officials, Employee Benefits and Employment Practices Liability. Premium subject to Surplus Lines Tax/variances are typically less than 10%.
- ** Includes three (3) separate excess liability carriers with costs of coverage at: \$219,746, \$156,675 & \$129,469 (\$5M/each).
- *** Includes Boiler & Machinery, Excess Flood, Earthquake, Business Interruption, Contingent Tax Interruption, Accts Receivable, Electronic Data Processing, Auto Damage, Contractors Equipment, Paved Surfaces, Valuable Papers, Builders Risk, Errors & Omissions, Fine Arts, Fungus, Personal Property in Transit, Houbolt Bridge.

RECOMMENDATION:

Based on the Administration's evaluation of the attached proposal, it is recommended that the City Council authorize executing a contract with Arthur J. Gallagher Risk Management Services, Inc. for the renewal of coverages and services for the City's Consolidated Property and Casualty Insurance Program for the policy year beginning August 1, 2021, in the amount of \$1,291,676 for the 2021/2022 plan year.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 344-21

File ID: 344-21

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2021

Final Action:

Title: Renewal of Property and Casualty Coverages

Entered by: kwalsh@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/13/2021	Kathy Franson	Approve	7/13/2021
1	2	7/14/2021	Armando De Avila	Approve	7/15/2021
1	3	7/14/2021	Dawn Kochan	Approve	7/16/2021
1	4	7/14/2021	James Ghedotte	Approve	7/16/2021
1	5	7/14/2021	James V. Capparelli	Approve	7/16/2021



Memo

File #: 346-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Application for a Drive Thru Permit for a Portillo's Restaurant at 1444 N. Larkin Avenue

BACKGROUND:

On July 11, 2021, the Department of Public Works received a formal request for a drive thru facility for a proposed Portillo's Restaurant to be located at 1444 N. Larkin Avenue. The restaurant will be constructed on the former IHOP site as part of a newly constructed building. The proposed restaurant will be the first of its kind that will offer only drive thru and pick up services. There will be no dine in service at this location. The City's Planning Division has reviewed the preliminary site plan and has no remaining outstanding items. The Public Service Committee will review this matter.

CONCLUSION:

The applicant has submitted a site plan to the Department of Public Works showing the operation of the proposed drive thru. The applicant has provided signage and pavement markings for adequate traffic flow into the drive thru while maintaining sufficient drive thru storage capacity to meet the requirements of the Department of Public Works.

As required by the City of Joliet Code of Ordinances, the Department of Public Works has reviewed the drive thru facility site plan (see attachment). Access to the site will be available from one main drive aisle located within the Northridge Plaza Subdivision. Upon final investigation, the Department of Public Works has determined that there is sufficient storage on the site, and therefore recommends approval of the drive thru permit subject to the approval of the final engineering plans.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Drive Thru Permit for a Portillo's Restaurant at 1444 N. Larkin Avenue subject to the approval of the final engineering plans.

CITY OF JOLIET
INTEROFFICE MEMORANDUM

July 13, 2021

TO: JAMES V. CAPPARELLI, CITY MANAGER
FROM: GREGORY P. RUDDY, P.E., DIRECTOR OF PUBLIC WORKS
SUBJECT: DRIVE-THRU PERMIT – 1444 N. LARKIN AVENUE

This Department has been requested to investigate the following drive-in facility:

Type of Business: PORTILLO'S RESTAURANT
 Location: 1444 N. LARKIN AVENUE

Listed below are the results of the investigation:

- A. Right-of-way Encroachment: **NONE**
- B. Existing & Proposed Driveway Location: **AS PER CODE**
- C. Existing & Proposed Driveway Design: **ACCEPTABLE PER PUBLIC WORKS REQUIREMENTS**
- D. Sight Distance: **GOOD**
- E. Drainage: **AS PER CODE**
- F. Use of Curbs: **AS PER CODE**
- G. Parking: **PARKING LAYOUT AS PER CODE – NO PARKING IN DRIVEWAY AREA WILL BE PROVIDED.**
- H. Setback: **AS PER CODE**
- I. Lighting: **ADEQUATE LIGHTING FOR DRIVE-THROUGH**
- J. Signs, Existing & Proposed: **AS PER CODE**
- K. Peak Traffic Periods: **WILL NOT CAUSE AN ADVERSE CONDITION DURING PEAK TRAFFIC PERIODS.**

After analyzing the above, this Department recommends that the application be approved.

APPLICATION FOR DRIVE-THRU FACILITY PERMIT

NAME OF APPLICANT: MELANIE BAGLEY, HUNTER DEVELOPMENT GROUP

ADDRESS OF APPLICANT: 2348 AREZZO LANE
ALLEN, TX 75013

NAME OF FACILITY: PORTILLO'S RESTAURANT

ADDRESS OF FACILITY: 1444 N. LARKIN AVENUE

DATE SUBMITTED TO TRAFFIC ENGINEER: 7-12-21

DATE SUBMITTED TO DIRECTOR OF PUBLIC WORKS: _____

DATE APPROVED BY THE JOLIET CITY COUNCIL: _____

APPROVED: _____

DENIED: _____

Portillo's

Portillo's Hot Dogs, LLC • 2001 Spring Road, Suite 400, Oak Brook, IL 60523-3930 • 630-954-3773 • fax 630-954-5851 • www.portillos.com

June 11, 2021

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

Re: Drive Through Permit for Portillo's Pick Up North Ridge Plaza, 1444 N. Larkin St, Joliet, IL

Dear Mr. Lubash:

Regarding your request for additional information pertaining to the drive-thru approval for the above-referenced project, please find the following attached:

- 1) Approval from the Landlord, North Windham Properties LLC, for the construction or addition of improvements outside of the boundaries of the existing outlet.
- 2) A copy of the Declaration of Covenants, Restrictions and Easements for North Ridge Plaza. This is a recorded document and the highlighted section 2.01(g) provides for cross-parking easements across the center, which allow for parking outside of the boundaries of any particular tract. Also attached is the First Amendment to said document, which on page 3 and is highlighted, further reaffirms the cross-parking rights. This is also a recorded document.
- 3) A copy of the Final ALTA survey for the proposed property.

These proposed documents will help outline the request for approval of a Drive-through permit for the above noted address. The project will include demolition of the existing restaurant, with a new drive-through only restaurant in its place. The proposed Portillo's will accommodate more than 35 cars in the drive-through queue, which is more than required per code.

We respectfully request this request for Special Use Permit as necessary for drive-through, be placed on the next regular agenda for City Council scheduled for July 16th, if not sooner. Please notify all city official regarding this request for review and approval.

If you have any questions on the foregoing, please do not hesitate to contact our Development Manager, Melanie Bagley at 214-957-6028 or mbagley@hunterdevelopmentgroup.com.

Sincerely,



Randall S. Guse
Vice President of Real Estate

Cc: Melanie Bagley – Hunter Development Group

Attachments:

1. Site Plan approval letter
2. North Ridge Plaza Declaration of Covenants, Restrictions and Easements
3. North Ridge Plaza First Amendment to Declaration of Covenants, Restrictions and Easements



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 346-21

File ID: 346-21

Type: License and Permit

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/24/2021

Final Action:

Title: Application for a Drive Thru Permit for a Portillo's Restaurant at 1444 N. Larkin Avenue

Attachments: Portillos Permit, Exhibit - 1444 Larkin Portillos Drive
Thru

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/13/2021	Greg Ruddy	Approve	7/15/2021
1	2	7/13/2021	James Ghedotte	Approve	7/15/2021
1	3	7/14/2021	James V. Capparelli	Approve	7/15/2021



Memo

File #: 347-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Application for a Drive Thru Permit for a Smoothie King Restaurant at 2504 W. Jefferson Street

BACKGROUND:

On July 8, 2021, the Department of Public Works received a formal request for a drive thru facility for a proposed Smoothie King Restaurant to be located at 2504 Jefferson Street. The restaurant will be constructed on a vacant parcel within the Menard's / Joliet Subdivision, directly west to the existing Murphy Express Gas Station. The City's Planning Division has reviewed the preliminary site plan and has no remaining outstanding items. The Public Service Committee will review this matter.

CONCLUSION:

The applicant has submitted a site plan to the Department of Public Works showing the operation of the proposed drive thru. The applicant has provided signage and pavement markings for adequate traffic flow into the drive thru while maintaining sufficient drive thru storage capacity to meet the requirements of the Department of Public Works.

As required by the City of Joliet Code of Ordinances, the Department of Public Works has reviewed the drive thru facility site plan (see attachment). Access to the site will be available from two main drive aisles located within the Menard's / Joliet Subdivision. Upon final investigation, the Department of Public Works has determined that there is sufficient storage on the site, and therefore recommends approval of the drive thru permit subject to the approval of the final engineering plans.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Drive Thru Permit for a Smoothie King Restaurant at 2504 Jefferson Street subject to the approval of the final engineering plans.

CITY OF JOLIET
INTEROFFICE MEMORANDUM

July 13, 2021

TO: JAMES V. CAPPARELLI, CITY MANAGER

FROM: GREGORY P. RUDDY, P.E., DIRECTOR OF PUBLIC WORKS

SUBJECT: DRIVE-THRU PERMIT – 2504 JEFFERSON STREET

This Department has been requested to investigate the following drive-in facility:

Type of Business: SMOOTHIE KING RESTAURANT
 Location: 2504 JEFFERSON STREET

Listed below are the results of the investigation:

- A. Right-of-way Encroachment: **NONE**
- B. Existing & Proposed Driveway Location: **AS PER CODE**
- C. Existing & Proposed Driveway Design: **ACCEPTABLE PER PUBLIC WORKS REQUIREMENTS**
- D. Sight Distance: **GOOD**
- E. Drainage: **AS PER CODE**
- F. Use of Curbs: **AS PER CODE**
- G. Parking: **PARKING LAYOUT AS PER CODE – NO PARKING IN DRIVEWAY AREA WILL BE PROVIDED.**
- H. Setback: **AS PER CODE**
- I. Lighting: **ADEQUATE LIGHTING FOR DRIVE-THROUGH**
- J. Signs, Existing & Proposed: **AS PER CODE**
- K. Peak Traffic Periods: **WILL NOT CAUSE AN ADVERSE CONDITION DURING PEAK TRAFFIC PERIODS.**

After analyzing the above, this Department recommends that the application be approved.

APPLICATION FOR DRIVE-THRU FACILITY PERMIT

NAME OF APPLICANT: PARTH PATEL, SMOOTHIE KING OF JOLIET

ADDRESS OF APPLICANT: 9797 ROMBAUER ROAD, SUITE 150
DALLAS, TX 75019

NAME OF FACILITY: SMOOTHIE KING RESTAURANT

ADDRESS OF FACILITY: 2504 JEFFERSON STREET

DATE SUBMITTED TO TRAFFIC ENGINEER: 7-8-21

DATE SUBMITTED TO DIRECTOR OF PUBLIC WORKS: _____

DATE APPROVED BY THE JOLIET CITY COUNCIL: _____

APPROVED: _____

DENIED: _____



RULE THE DAY.

July 6, 2021

City of Joliet

150 W. Jefferson St. Joliet, IL 60432

Attn: Mr. Russ Lubash

Re: Proposed Drive Thru Smoothie King out lot to Menards on Jefferson St ~ 2504 W Jefferson St

Dear Mr. Lubash:



Attached please find the Drive-thru Exhibit plan sheet for this project, last dated 6/22/2021. The developer, Parth39, LLC DBA Smoothie King Joliet is proposing to construct a Free-Standing Drive Thru Smoothie King, a made to order Smoothie franchise, and related improvements on the excess 20,000 square feet west of Murphy Oil located approximately at 2504 W Jefferson St. The proposed project includes a drive-thru window for the Smoothie King. We are requesting your review and consideration of the Special Use Permit necessary for the drive-thru window, and its associated menu boards for the project. Please review and place on the next available agenda for consideration. If you could also advise the appropriate City officials as to the receipt of this request, it would be greatly appreciated. The developer is seeking issuance of a building permit to begin construction as soon as possible. If you have any questions or need additional information, please feel free to contact me at 708-299-8427 or via email at parth7436@yahoo.com.

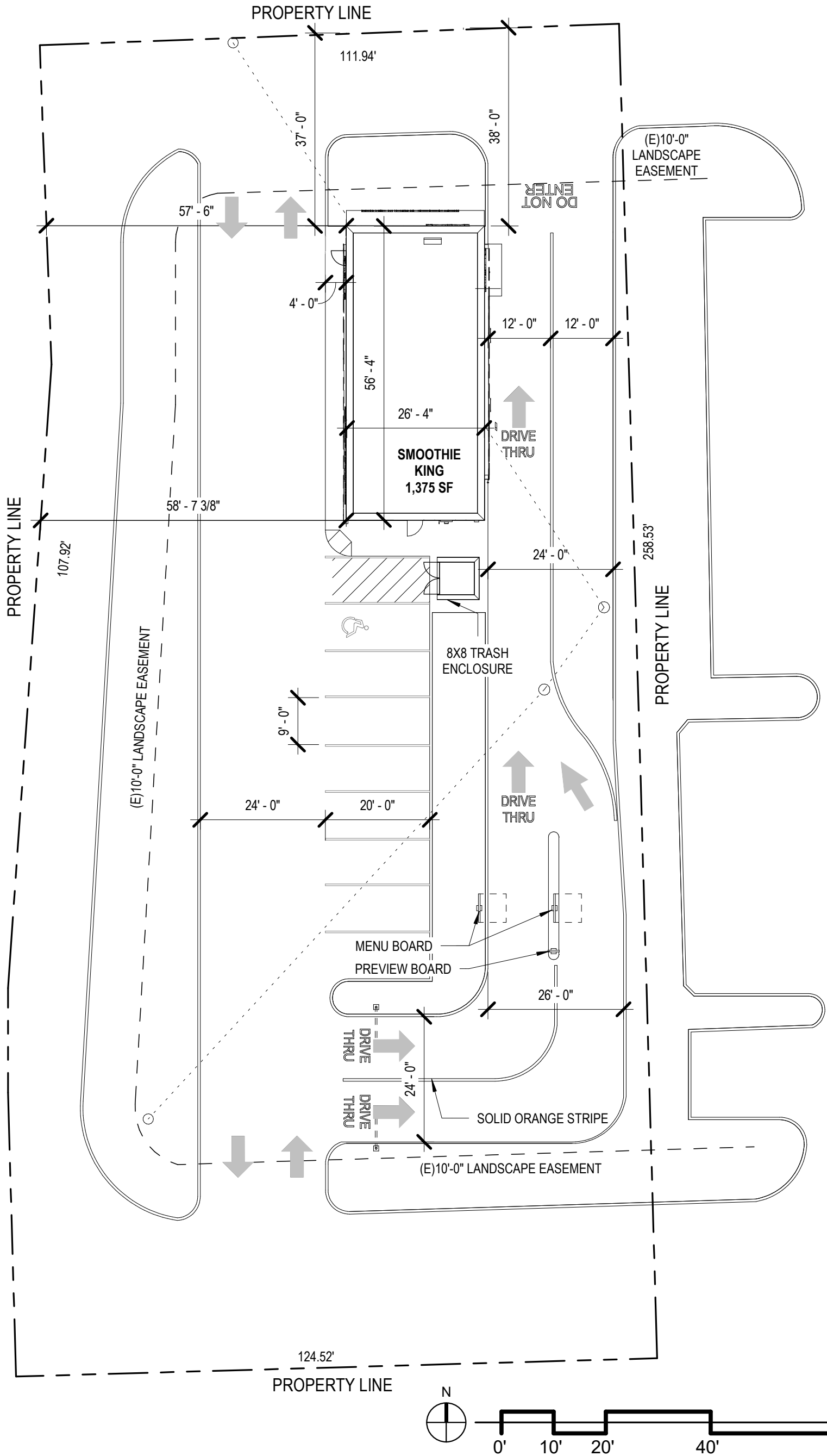
Sincerely,

Parth Patel

Of Smoothie King Joliet

SITE LEGEND

-  DIRECTIONAL ARROWS
-  SETBACK



Drive Thru Exhibit

ASK-2100708-1



2000 N. Racine Ave.
 Suite 2290
 Chicago, Illinois
 60614.6756
 v. 773.528.2191
 f. 773.528.3510

Proposed Franchise
 Smoothie King
 2504 W Jefferson St
 Joliet, IL 60435

Description
 July 8, 2021 Joliet City Review

Revision



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 347-21

File ID: 347-21

Type: License and Permit

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2021

Final Action:

Title: Application for a Drive Thru Permit for a Smoothie King Restaurant at 2504 W. Jefferson Street

Attachments: Smoothie King Permit, Exhibit - 2504 Jefferson
Smoothie King Drive Thru

Entered by: cdevivo@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/13/2021	Greg Ruddy	Approve	7/15/2021
1	2	7/13/2021	James Ghedotte	Approve	7/15/2021
1	3	7/14/2021	James V. Capparelli	Approve	7/15/2021



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 348-21

Agenda Date: 7/20/2021

TO: City Council

FROM: Bob O'Dekirk, Mayor

SUBJECT:

Issuance of a Class "C" Liquor License at 1308 W. Jefferson Street- Angie's Liquors.

BACKGROUND:

A Liquor Hearing was held with the Deputy Liquor Commissioners on June 3, 2021 for Angie's Liquors.

RECOMMENDATION:

Attached are the Findings and Recommendation of the Liquor Commissioner.



150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

FINDINGS OF THE LIQUOR COMMISSION
ISSUANCE OF A LIQUOR LICENSE

Based on a public hearing that took place on June 3, 2021 the Liquor Commission of the City of Joliet hereby reports its findings based on Chapter 4, Section 5C of the Code of Ordinances of the City of Joliet to the City Council. The findings are as follows:

1. **(a) Applicant:** Ivan Torrijos
d/b/a Angie's Liquors

(b) Address of premises: 1308 West Jefferson Street
2. **Class of liquor license applied:** "C" Package Goods Only
3. **Past Performance:** Ivan Torrijos, the applicant, has never been associated with the sale of alcoholic.
4. **Character and reputation of the applicant:** The applicant is of good character.
5. **General design and layout of the premises:** On file in the Mayor's Office.
6. **Amount of anticipated gross revenue from sale of alcoholic beverages:** 80%
7. **Nature of entertainment:** None at this time.
8. **Premise compliance with all ordinances of the City:**

Jacob Glavan, Building Inspector, states the Building Department will approve the liquor license upon final inspection.

Fire Chief Greg Blaskey states the Fire Department will defer to the Building Department.
9. **Any outstanding monies owed to the City of Joliet:** There are no monies owed to this address.

10. The following are the number, class and type of licensed premises within a one (1) mile radius of the proposed premises:

Class "A"	(premise consumption & package)	<u>0</u>
Class "B"	(premise consumption)	<u>1</u>
Class "C"	(package liquor only)	<u>1</u>
Class "C-D"	(package -- beer & wine only)	<u>0</u>
Class "D"	(premise consumption -- beer & wine only)	<u>0</u>
Class "E"	(restaurant or hotel)	<u>1</u>
Class "F"	(club)	<u>0</u>
Class "J"	(units of local government)	<u>0</u>
Class "K"	(stadium for multiple locations)	<u>0</u>
Class "L"	(concierge room)	<u>0</u>
Class "P"	(Bicentennial Park)	<u>0</u>
Class "TH"	(Theater or Cinema)	<u>0</u>

There are 3 liquor licenses within a one-mile radius of the proposed location and liquor licenses in the City of Joliet.

11. Zoning, general character of the neighborhood and the impact of the premises of the surrounding neighborhood and the City as a whole:

The subject site is in a B-1 Neighborhood Business District and is zoned for this use.

The subject business location is a former beauty salon and office.

Surrounding land uses include a restaurant to the east, vacant commercial site to the west, small retail plaza to the north and residential to the south. Surrounding zoning in the vicinity is B-1 Neighborhood Business District to the east and west and R-2 Single-family residential to the north and south.

Approval of the requested liquor license should not alter the essential character of the area or the City as a whole.

12. Any law enforcement problems created by the issuance of the liquor license:

Police Chief Dawn Malec states that she does not foresee any special law enforcement problems associated with the issuance of this liquor license.

13. Comments at the hearing:

The liquor hearing was conducted by Deputy Liquor Commissioners Jim O'Connell, Gabriella Shanahan, and Assistant Corporation Counsel, Chris Regis. Also, present at the hearing was Detective Tony Lakota.

Appearing was the applicant, Ivan Torrijos. Mr. Torrijos would like to open in September of 2021 and will hire around two employees with no one under the age of twenty-one. The hours of operation would be Monday-Sunday 10 A.M. to 10 P.M.

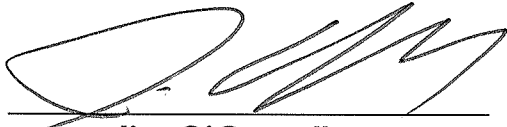
No one appeared in opposition to the liquor license request.

14. Recommendation:

Based on the liquor hearing, the Liquor Commission feels that the issuance of the liquor license would be in the best interest of the City, and therefore, recommends approval of the license.



Bob O'Dekirk
Mayor and Liquor Commissioner



Jim O'Connell
Deputy Liquor Commissioner



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 348-21

File ID: 348-21

Type: License and Permit

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/14/2021

Final Action:

Title: Issuance of a Class "C" Liquor License at 1308 W. Jefferson Street- Angie's Liquors

Attachments: Angie's liquors

Entered by: aharris@joliet.gov



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 349-21

Agenda Date: 7/20/2021

TO: City Council

FROM: Bob O'Dekirk, Mayor

SUBJECT:

Denial Order of Issuance of a Class "BG" Liquor License at 379 S. Chicago Street - Kal Petro

BACKGROUND:

A Liquor Hearing was held with the Deputy Liquor Commissioners on February 4, 2021.

RECOMMENDATION:

Attached is the Recommendation of the Liquor Commissioner.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE FINDINGS AND CONCURRING IN THE RECOMMENDATION OF THE LIQUOR COMMISSIONER AND DIRECTING THE DENIAL OF AN APPLICATION FOR THE ISSUANCE OF A LIQUOR LICENSE

WHEREAS, the City of JOLIET, Illinois (City) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the City is authorized to act on applications for retail liquor licenses within the City of Joliet; and

WHEREAS, the Liquor Commissioner of the City of Joliet has received an application for the issuance of a Class BG license at Kal Petro for the premises located at 379 S. Chicago Street, Joliet, Illinois; and

WHEREAS, the Liquor Commissioner has convened a hearing thereon in the manner provided by law and ordinance and has made certain findings of fact and has submitted to the Council his recommendations thereon; and

WHEREAS, the City of Joliet is a home rule unit of local government.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The findings of the Liquor Commissioner, attached thereto and incorporated herein are hereby adopted in toto as the findings of the Mayor and City Council.

SECTION 2: The recommendation of the Liquor Commissioner to deny said application for the issuance of a Class BG license is hereby concurred in.

SECTION 3: The Liquor Commissioner is hereby authorized and directed to deny said application by written order. A copy of this Resolution and the Denial Order shall be served upon the applicant within ten (10) days of the effective date of this Resolution.

SECTION 4: This Resolution shall take effect upon its passage and approval.

SECTION 5: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed.

SECTION 6: Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

PASSED this _____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

**IN THE OFFICE OF THE LOCAL LIQUOR CONTROL
COMMISSIONER OF THE CITY OF JOLIET**

IN RE: APPLICATION OF MATTHEW THOMAS)
FOR THE ISSUANCE)
OF A CLASS CG LIQUOR LICENSE)
AT 379 S. CHICAGO STREET)
JOLIET, ILLINOIS)

Case No. 21-01

ORDER

This matter comes on pursuant to the application of MATTHEW THOMAS, for the issuance of a Class C-D liquor license at Kal Petro, located at 379 S. Chicago Street. Public hearing on the application has been held pursuant to lawful notice and the application has been considered by the Mayor and City Council in accordance with the Joliet Liquor Code. Based on the foregoing, the Commissioner hereby makes the following findings of fact:

1. Matthew Thomas applied for the issuance of a Class C liquor license for the premises of Kal Petro, located at 379 S. Chicago Street; a public hearing was held on February 4, 2021

2. In the time that followed, the Applicant contacted the Office of the Liquor Commissioner and stated that he wished to amend his application in order to request a BG license, as the new class had been created. His request was honored, and it should be noted that the change in the class applied for does not affect or alter the findings contained herein.

3. The applicant has applied for the issuance of a Class BG liquor license. A Class BG liquor license authorizes the sale of beer and wine in its original package, not for consumption on the premises, the sale of beer and wine for consumption on the premises, as well as video gaming.

4. The proposed premise is located at 379 S. Chicago Street, Joliet, Illinois. This property consists a brick structure which is used as a convenience store (proposed premise) which supports the sale of motor fuel from several fuel pumping islands.

5. The proposed premise is zoned for business, however immediately to the west is a large residential neighborhood.

6. A review of police department records from 7/1/20 to 6/30/21 reveals that there were 34 calls for police service on the actual property at 379 S. Chicago Street. When the same search is expanded to the area within 100 feet of the proposed premise, 120 additional calls for police service can be added.

7. The criteria used in determining whether the issuance of a new liquor license is in the best interest of the City include the following:

Section 4-13(c)(10): The zoning, general character of the surrounding neighborhood, and the projected impact of the premises upon the surrounding neighborhood and the city as a whole.

Section 4-13(c)(11): The law enforcement problems, if any, which would be created by the opening of the premises.

The proposed premise (379 S. Chicago Street) backs up to a residential area. The proposed premise, as well as its immediate vicinity is the locus of frequent calls for police service. The issuance of a liquor license at this location, regardless of class, will likely have a negative impact on the surrounding neighborhood, as well as the city as a whole. The issuance of a liquor license at this location will likely exacerbate the already existing law enforcement problems. Based on the foregoing Findings of Fact, the Commissioner hereby concludes that there exists just cause to deny the application for the issuance of a liquor license.

WHEREFORE, IT IS HEREBY ORDERED:

That the application of Matthew Thomas for the premises of Kal Petro, located at 379 S. Chicago Street for the issuance of a Class BG liquor license be denied.

DATE: July 9, 2021

ENTER: _____

ROBERT O'DEKIRK
Local Liquor Control Commissioner
City of Joliet

PROOF OF SERVICE

I have duly served the foregoing Order on _____ by leaving a copy thereof with the said _____ personally on the ____ day of July 2021.

SERVING OFFICER

Received one (1) copy of the above Order and I hereby acknowledge receipt of same.

BY: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 349-21

File ID: 349-21

Type: License and Permit

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/14/2021

Final Action:

Title: Denial Order of Issuance of a Class "BG" Liquor License at 379 S. Chicago Street - Kal Petro

Attachments: Resolution - Kal Petro.docx, Kal Petro Order.doc

Entered by: aharris@joliet.gov



Memo

File #: 351-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Ordinances Associated with Mound Road Logistics Center Subdivision

Ordinance Approving the Final Plat of Mound Road Logistics Center Subdivision (FP-3-2021)

Ordinance Approving the Record Plat of Mound Road Logistics Center Subdivision (RP-5-2021)

BACKGROUND:

The developer, Transport Properties, seeks approval of a final plat and recording plat for the creation of the Mound Road Logistics Center Subdivision at 2951 Mound Road, which is east of Houbolt Road. The subdivision proposal includes three industrial lots and two outlots. The underlying zoning is I-2 (general industrial).

Transport Properties intends to lease the 10.1-acre Lot 1 to Navistar for truck-tractor and equipment sales, service, and repair. The 2.6-acre Lot 3 will be rented or sold for truck and trailer parking and most likely it will be utilized by the user of Lot 1 or 2 for accessory parking purposes. The uses intended for Lots 1 and 3 previously received Special Use Permit approval by the City Council at their May 18, 2021 meeting.

Transport Properties intends to lease the 7.15-acre Lot 2 to Sunbelt Rentals for an equipment and tool rental, sale, display, repair, maintenance, and warehousing facility. The Lot 2 project proposal requires Special Use Permit approval, which the Zoning Board of Appeals is scheduled to review at their July 15, 2021 meeting and City Council at their August 17, 2021 meeting.

The proposed plat includes two outlots. Outlot A is a shared private ingress / egress drive. Outlot B is for a shared stormwater detention pond. All public improvements will be provided for as per the Zoning Ordinance, Subdivision Regulations and the requirements of the Public Works & Utilities Departments. Sewer and water tap-on fees, the sewer and water surcharge fee and the development impact fee will be required. The City has determined that the subject properties will owe recapture fees in the amount of \$82,699.88 as of June 8, 2021 for previous completed sanitary sewer improvements.

PLAN COMMISSION PUBLIC HEARING:

The Plan Commission held a public hearing on the request at their June 17, 2021 meeting. Attorney Nate Washburn appeared on behalf of the petition. No one appeared or submitted written comments

in opposition to or in support of the petition. Meeting minutes are included with the Council Memo packet.

RECOMMENDATION OF THE PLAN COMMISSION:

Fredrick "Rick" Moore motioned to approve the Final Plat of Mound Road Logistics Center Subdivision. John Kella seconded the motion, which passed with 8 aye votes. Voting aye were: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich.

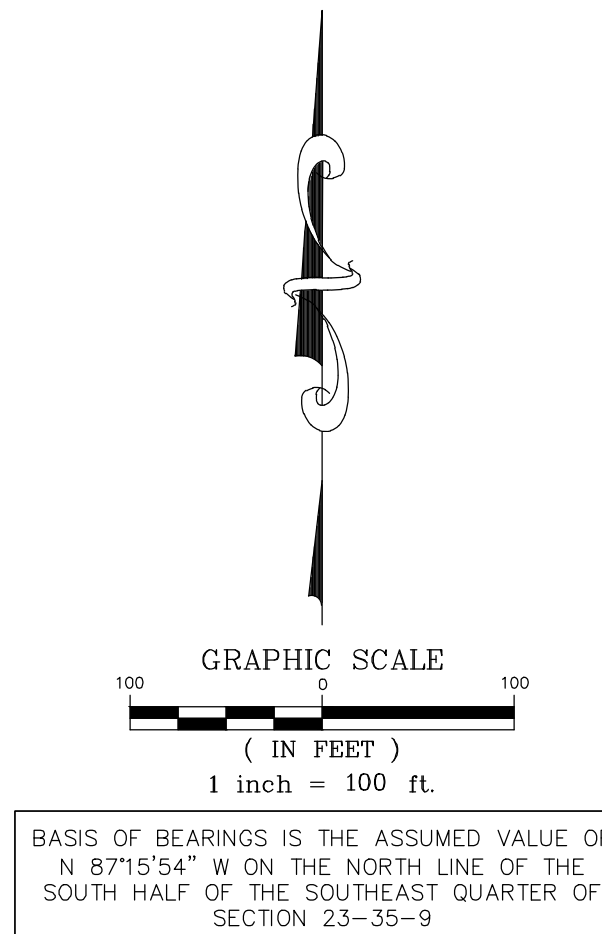
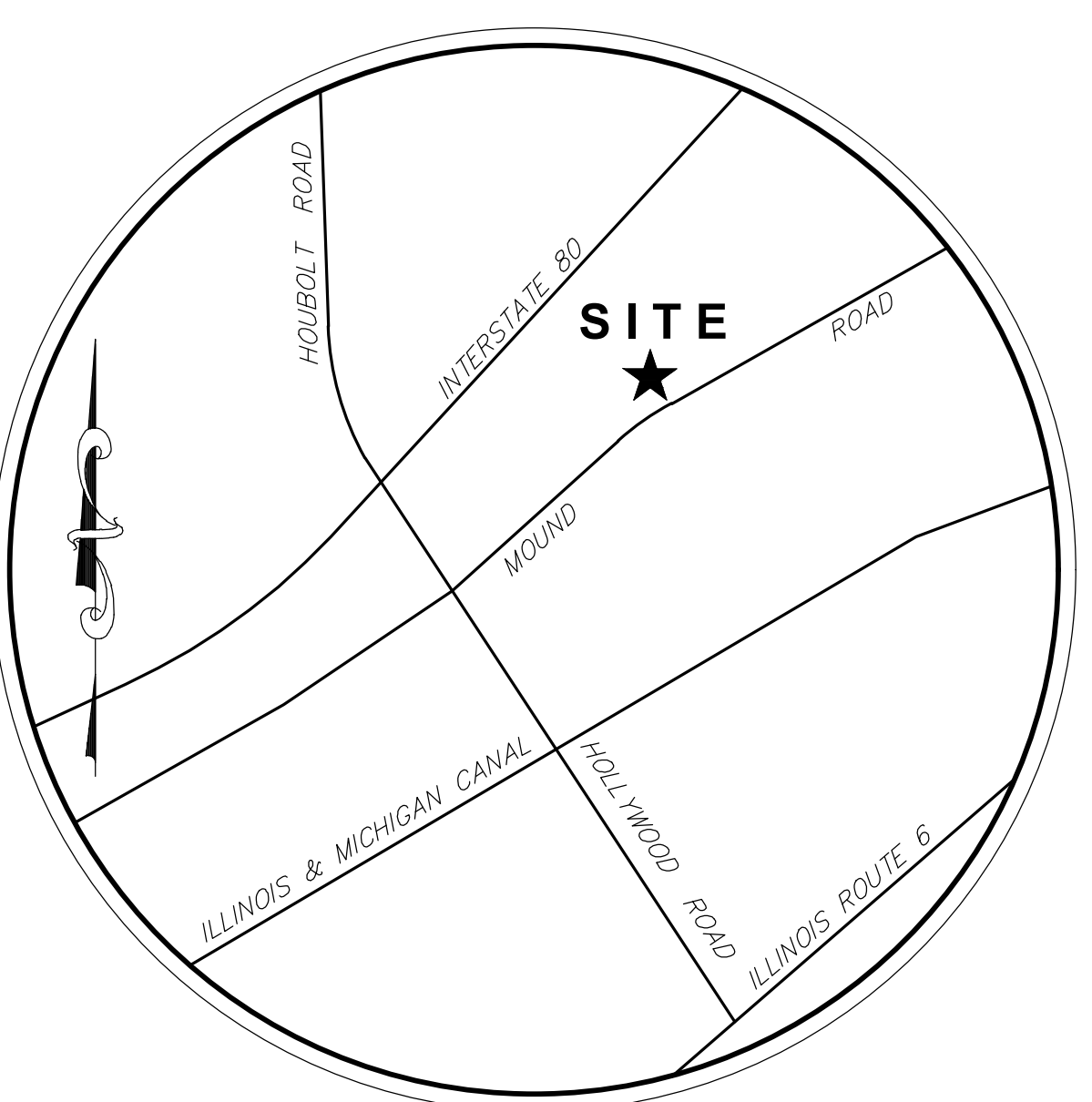
RECOMMENDATION:

The Administration concurs with the recommendation of the Plan Commission and recommends that the City Council approve the following two ordinances associated with the Mound Road Logistics Center Subdivision:

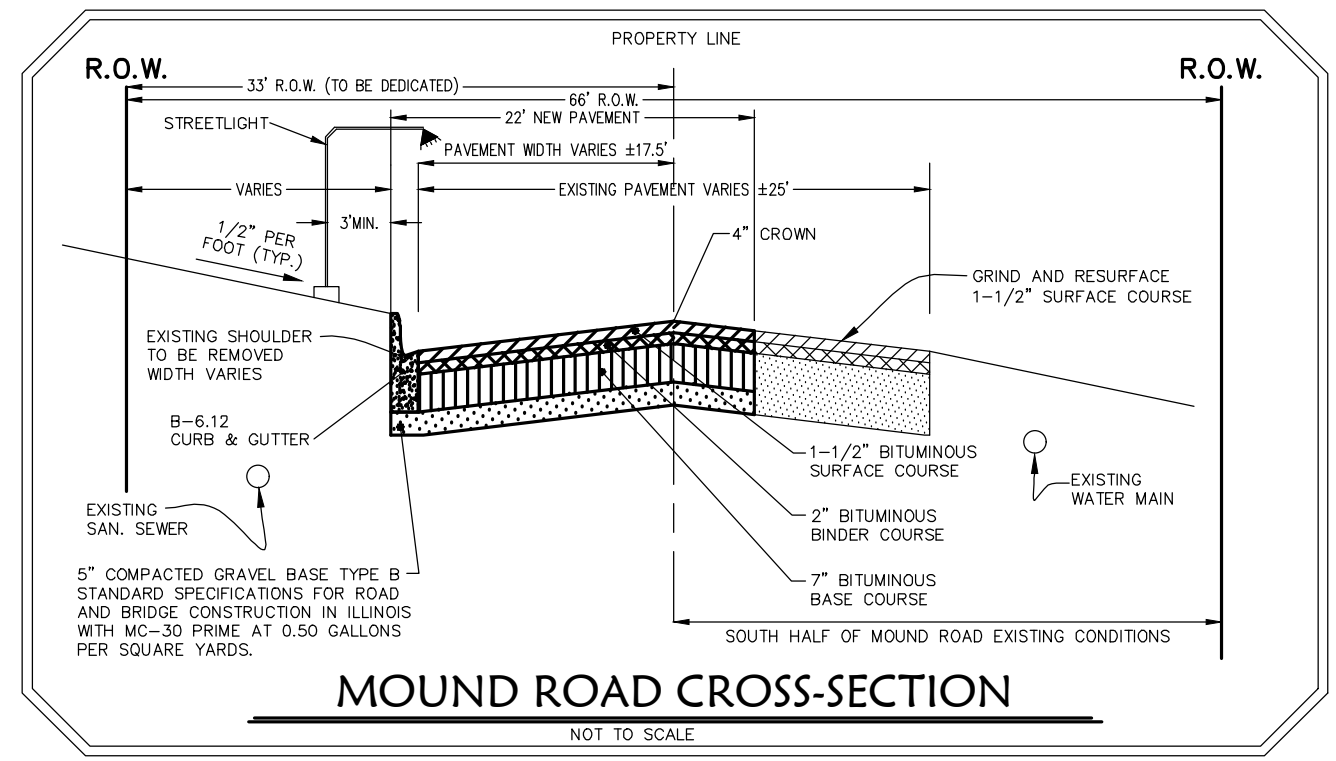
1. An Ordinance approving a Final Plat of Mound Road Logistics Center Subdivision
2. An Ordinance approving a Recording Plat of Mound Road Logistics Center Subdivision subject to the receipt of the following fees and documentation:
 - a. A performance bond or letter of credit for public improvements in the amount of \$1,605,176.10;
 - b. A one and one-quarter percent (1 ¼ %) inspection fee for public improvements at \$20,064.70; and
 - c. An irrevocable offer of dedication for public improvements.

FINAL PLAT of MOUND ROAD LOGISTICS CENTER

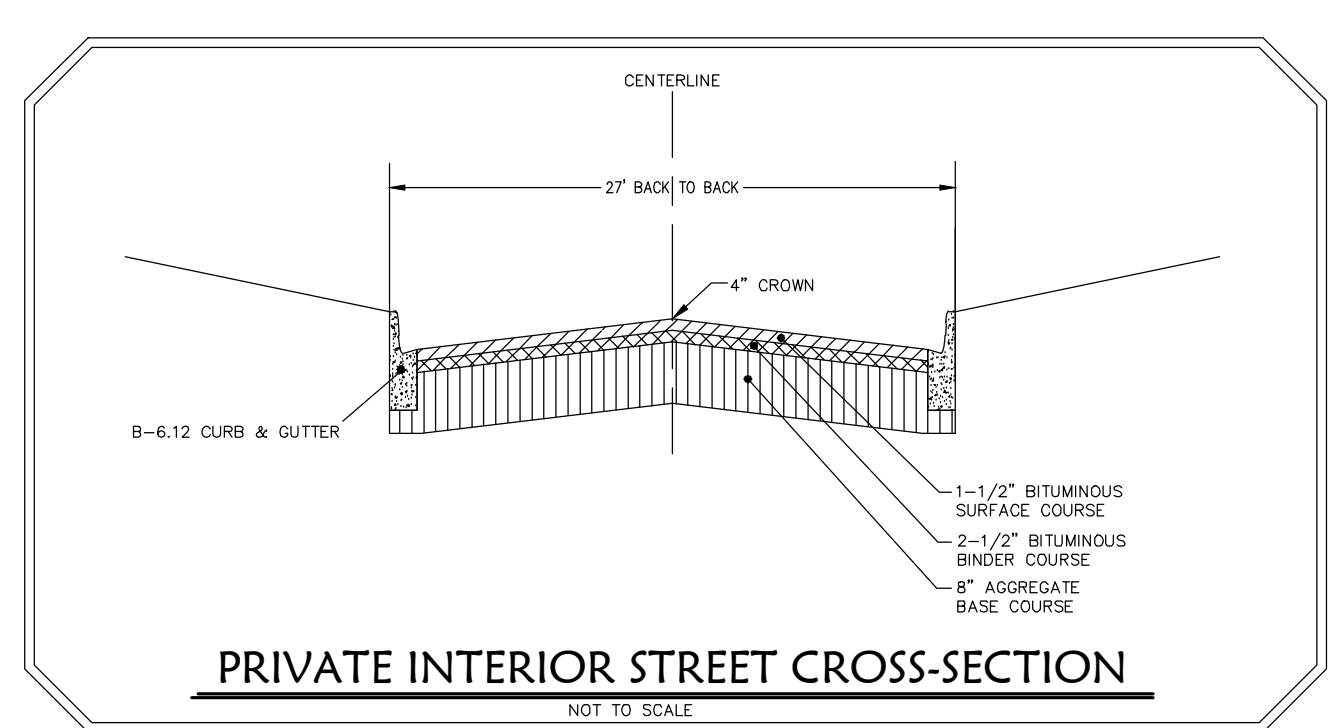
A Subdivision of
Part of the South 1/2 and North 1/2 of the Southeast 1/4 of Section 23,
Township 35 North, Range 9 East of the Third Principal Meridian,
in Will County, Illinois.



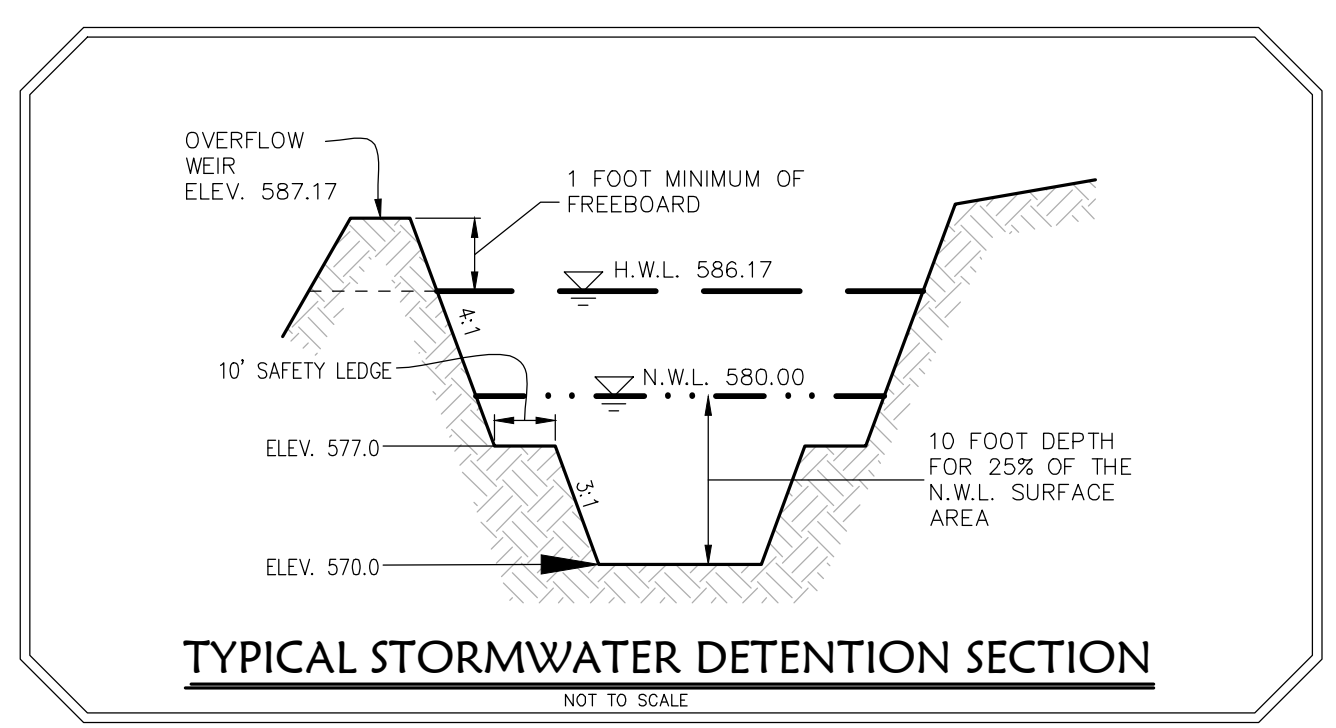
SITE LOCATION MAP
NOT TO SCALE



MOUND ROAD CROSS-SECTION
NOT TO SCALE



PRIVATE INTERIOR STREET CROSS-SECTION
NOT TO SCALE



TYPICAL STORMWATER DETENTION SECTION
NOT TO SCALE

- GENERAL NOTES**
- THE PROPOSED SUBDIVISION CONTAINS 23.975 ACRES PER 1/4 SEC.
 - CONTOURS ARE AT 1 (ONE) FOOT INTERVALS.
 - SEE NATIONAL WETLAND INVENTORY (JOULET QUADRANGLE) FOR THE PRESENCE OF A FRESH WATER POND ON THE SUBJECT PROPERTY. ANY POND LOCATED TO BE DITCHED TO THE 100-YR FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR WILL COUNTY, ILLINOIS, MAP NUMBER STP000018, DATED FEBRUARY 15, 2008.
 - THE SUBJECT PARCEL IS CURRENTLY ZONED "I-1" (CITY OF JOULET).
 - PAVING "TRES" SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF JOULET ORDINANCE, MOUND ROAD.
 - ALL PAVEMENT SHALL BE SUPERPAVE MIXTURES FOR BITUMINOUS CONCRETE, CONCRETE BITUMINOUS PAVED COURSE AND BITUMINOUS BASE COURSE PER ILLINOIS DEPARTMENT OF TRANSPORTATION.
 - STORM WATER DETENTION FACILITIES HAVE BEEN DESIGNED USING THE UNIFIED RATIONAL METHOD WITH THE ORGANIC REQUIRED INCREASE FACTOR OF 1.3.
 - ANY IMPROVEMENTS WITHIN THE INTERSTATE 80 R.O.W. SHALL REQUIRE I.D.O.T. APPROVAL.
 - BEST MANAGEMENT PRACTICES SHALL BE INCORPORATED INTO DETENTION BASIN DESIGN AND CONSTRUCTION (E.G. LEVEL SPREADING, WETLAND PLANTING, SO-SHALES AND ETC.)
 - MAINTENANCE OF THE DETENTION BASINS SHALL BE THE RESPONSIBILITY OF ALL LOTS WITHIN THE SUBDIVISION.
 - ALL DETENTION BASINS SHALL MEET SECTION 405(C)(2)(b)-(1)(c) OF THE ROAD AND BRIDGE BONDING AND OTHER RELATED LAWS OF ILLINOIS FOR DETENTION BASIN DISTANCE AWAY FROM PUBLIC RIGHT-OF-WAY.
 - OUTLOT A SHALL HAVE A NEGATIVE/POSITIVE EASEMENT OVER THE ENTIRE LOT. MAINTENANCE OF THE NEGATIVE/POSITIVE ROAD WILL BE THE RESPONSIBILITY OF ALL THE LOT OWNERS.
 - OUTLOT B WILL HAVE A STORM WATER DETENTION EASEMENT OVER THE DETENTION FACILITY. MAINTENANCE OF THE STORM WATER DETENTION EASEMENT WILL BE THE RESPONSIBILITY OF ALL THE LOT OWNERS.
 - UTILITY EASEMENTS WILL BE PROVIDED FOR WATER MAIN AND SANITARY SEWER IN THE RECORDING PLAT.
 - STREET LIGHTS SHALL BE PROVIDED ALONG THE NORTH SIDE OF MOUND ROAD. SHALL BE 30' SPACED STREET LIGHTS WITH LED EQUIVALENT OF 250-WATT HIGH PRESSURE SODIUM BULB SPACES AT 200 FEET.
 - DEVELOPER MAY OPT TO HAVE MOUND ROAD PAVEMENT CORES TO DEMONSTRATE CROSS SECTION COMPLIANCE WITH THE RECORDING WATER AREA. IF EITHER SECTION IS DIFFERENT DEVELOPER WILL BE REQUIRED TO SOEN AND RE-SURFACE THE NORTH-SIDE OF ROAD IN CASE OF RECONSTRUCTION.
 - STORM WATER DETENTION PROVIDED IS FOR ALL LOTS WITHIN THE SUBDIVISION, INCLUDING IMPROVED AREAS OF:
 LOT 1 = 264,197 SF.
 LOT 2 = 234,284 SF.
 LOT 3 = 80,231 SF.
 ANY ADDITIONAL IMPROVED AREAS ON THE NOTED LOTS MAY REQUIRE ADDITIONAL STORM WATER DETENTION.
 - A FLOODPLAIN EASEMENT SHALL BE PROVIDED FOR THE WET BOTTOM STORM WATER MANAGEMENT POND.

LOT SCHEDULE

LOT 1	439,522.11 SQ.FT.
LOT 2	313,742.42 SQ.FT.
LOT 3	112,954.03 SQ.FT.
OUTLOT A (ACCESS DRIVE)	28,039.62 SQ.FT.
OUTLOT B (STORM WATER DETENTION)	137,198.82 SQ.FT.
RIGHT-OF-WAY (DEDICATION)	12,874.87 SQ.FT.
TOTAL	1,044,331.87 SQ.FT.
	23.975 ACRES

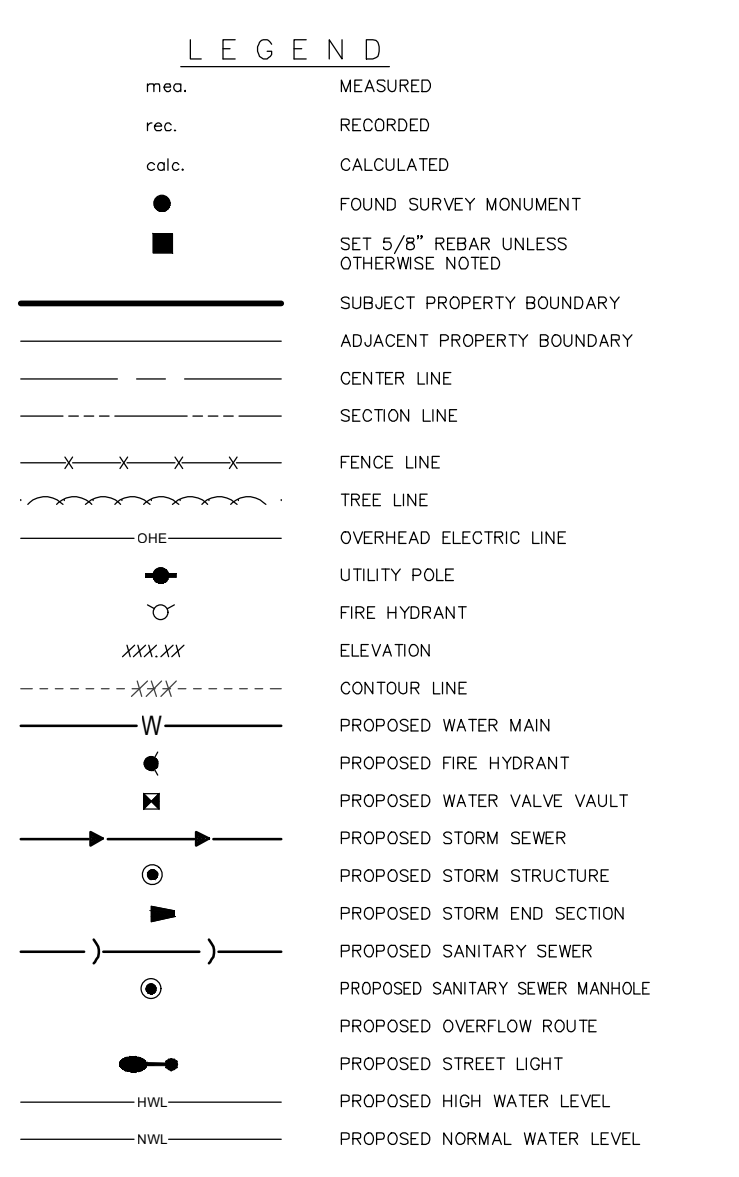
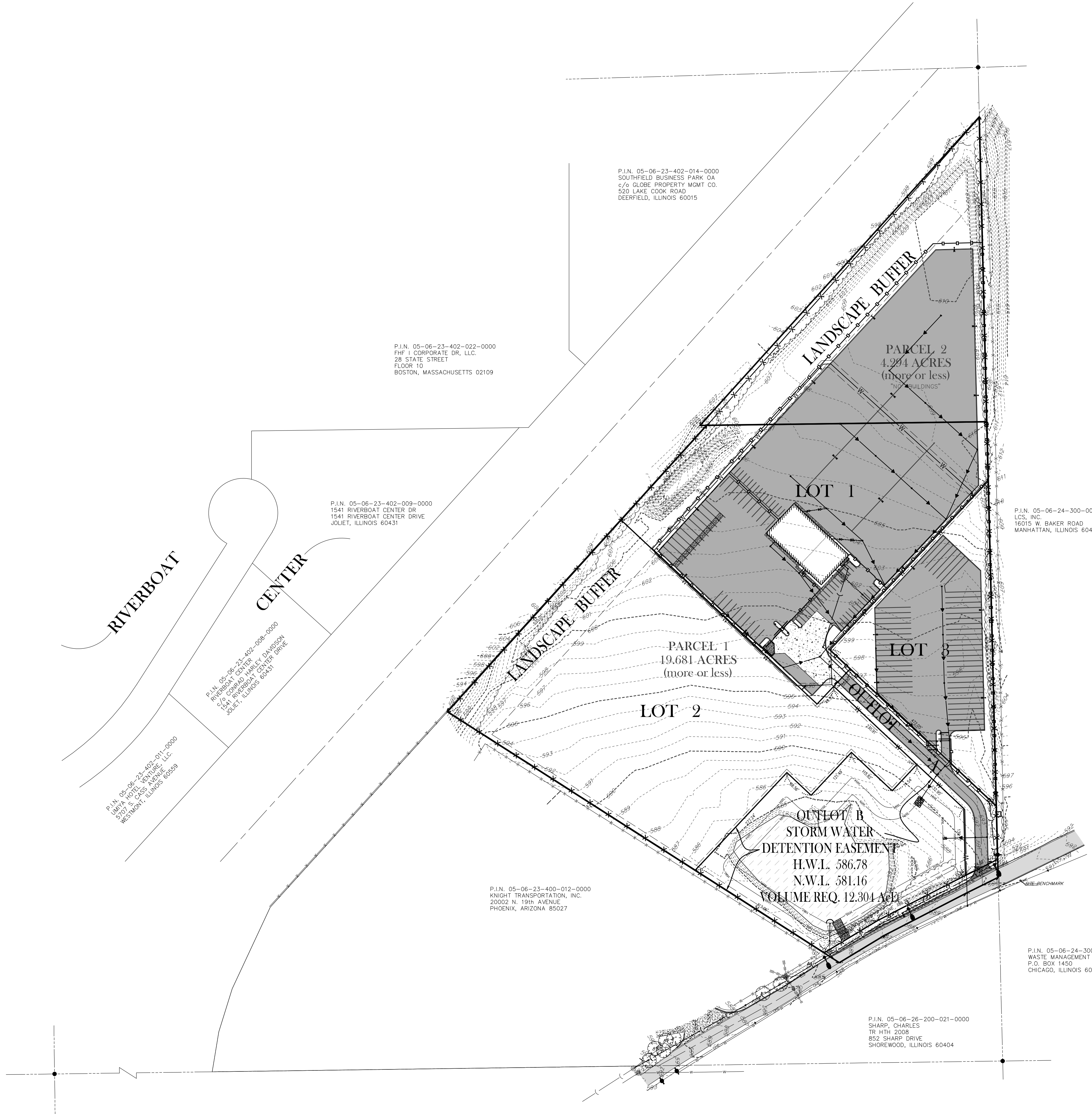
- OUTLOT A AND OUTLOT B ARE HEREBY GRANTED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- ALL LOT OWNER'S WITH THE SUBDIVISION WILL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITY LOCATED ON OUTLOT B.

ACREAGE TABLE

PARCEL 1	19.681 ACRES (more or less)
PARCEL 2	4.294 ACRES (more or less)
TOTAL	23.975 ACRES (more or less)

BENCHMARKS:
PROJECT BENCHMARK:
WILL COUNTY STATION NUMBER 718
ELEVATION: 628.47 (NAVD83)

SITE BENCHMARK:
NORTHWEST BOLT ON FIRE HYDRANT ON SOUTH SIDE OF MOUND ROAD NEAR THE SOUTHEAST CORNER OF SUBJECT PROPERTY (AS SHOWN)
ELEVATION: 592.25 (NAVD83)



OWNER:
TP MOUND ROAD, LLC
980 N. MICHIGAN AVENUE
SUITE 1280
CHICAGO, ILLINOIS 60611
Ph: ()

DEVELOPER:
TRANSPORT PROPERTIES, LLC
980 N. MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611
Ph: ()

LAND SURVEYOR / DESIGN ENGINEER:
RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph: (815) 744-6600

STATE OF ILLINOIS }
COUNTY OF WILL }
RUETTIGER, TONELLI & ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001251, HEREBY CERTIFIES THAT IT HAS PRELIMINARILY PLATTED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND AS SHOWN ON THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

BY _____
ILLINOIS PROFESSIONAL LAND SURVEYOR (MY LICENSE EXPIRES 11-30-2022)
TO ENSURE AUTHORITY OF THE DRAWING, IT MUST BEAL TO THE DESIGNER OR OF THE DESIGN FIRM OR PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING.

LATEST REVISION: 7-12-2021 - Per City Review
DATE PREPARED: 5-12-2021

RT & A
Ruettiger, Tonelli & Associates, Inc.
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH: (815) 744-6600 FAX: (815) 744-6601
www.ruettiger-tonelli.com
FIELD BOOK: B-644 P68-67

R.T. & A. Dwg. No.: 421-0425-F

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE
FINAL PLAT OF A SUBDIVISION
(Mound Road Logistics Center Subdivision)**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET,
ILLINOIS, AS FOLLOWS:**

SECTION 1: The attached final plat of subdivision is hereby approved, subject to conditions set forth on the plat or in Exhibit A if any.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this _____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

SUBDIVISION: Mound Road Logistics Center Subdivision

PLAN COMMISSION APPROVED: Yes

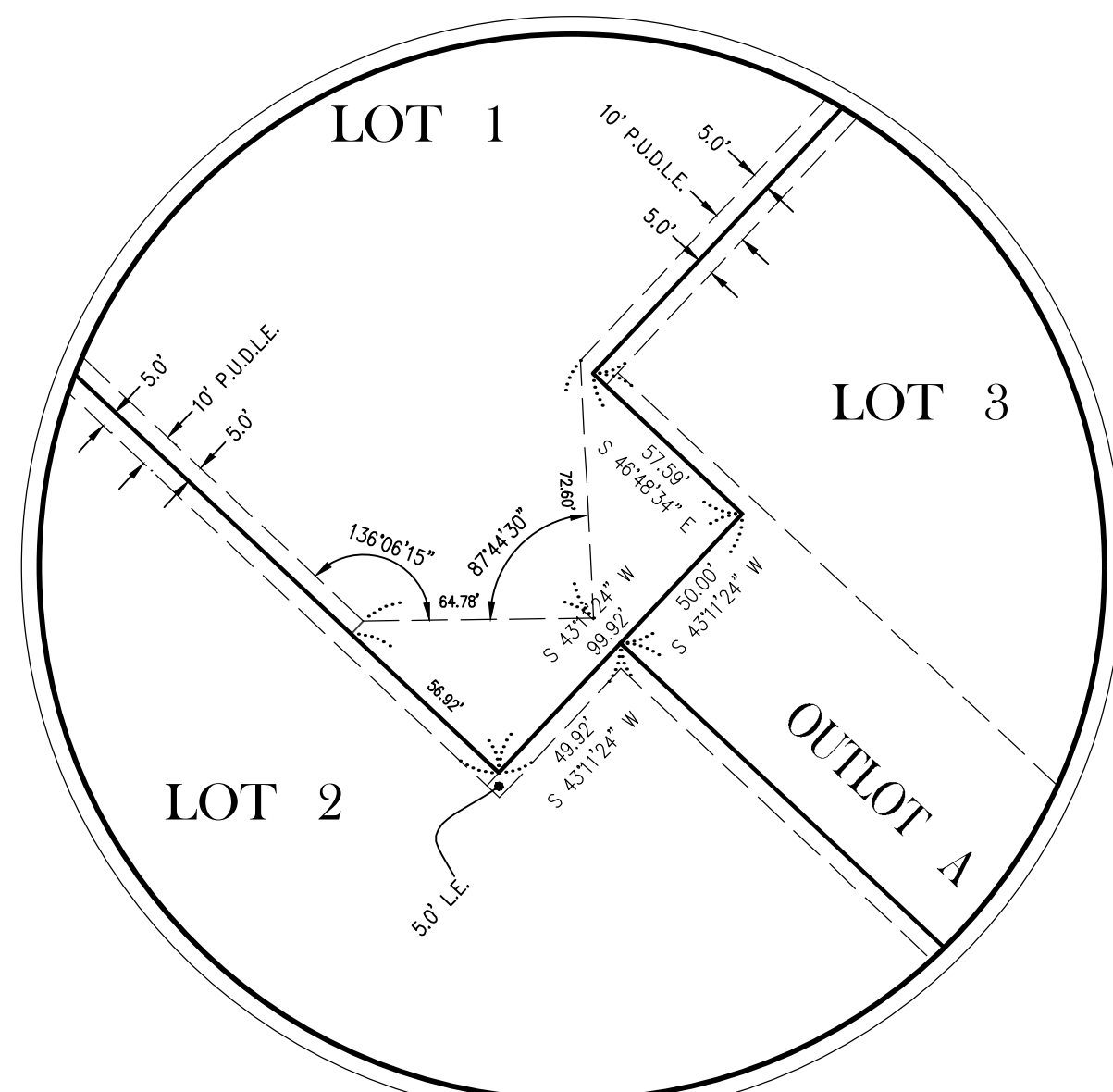
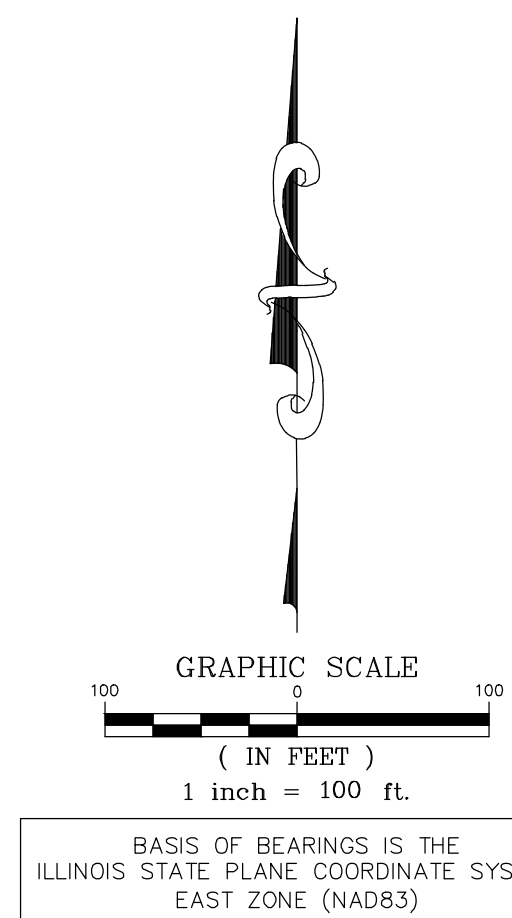
CONDITIONS IMPOSED: N/A

CED DOC. NO.: FP-3-2021

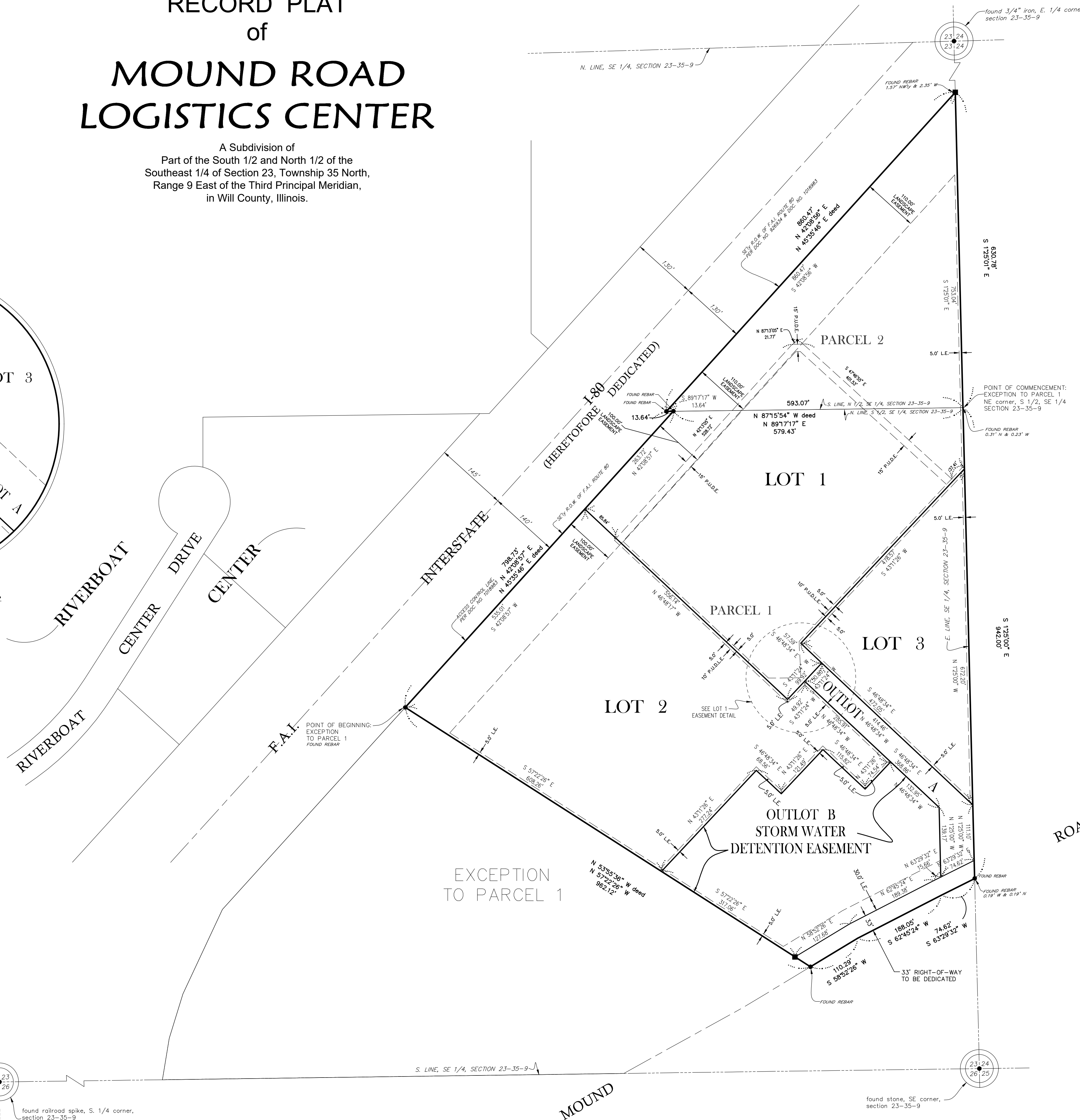
LEGAL DEPT. FORM 106-01-06-92-TAT

RECORD PLAT of MOUND ROAD LOGISTICS CENTER

A Subdivision of
Part of the South 1/2 and North 1/2 of the
Southeast 1/4 of Section 23, Township 35 North,
Range 9 East of the Third Principal Meridian,
in Will County, Illinois.



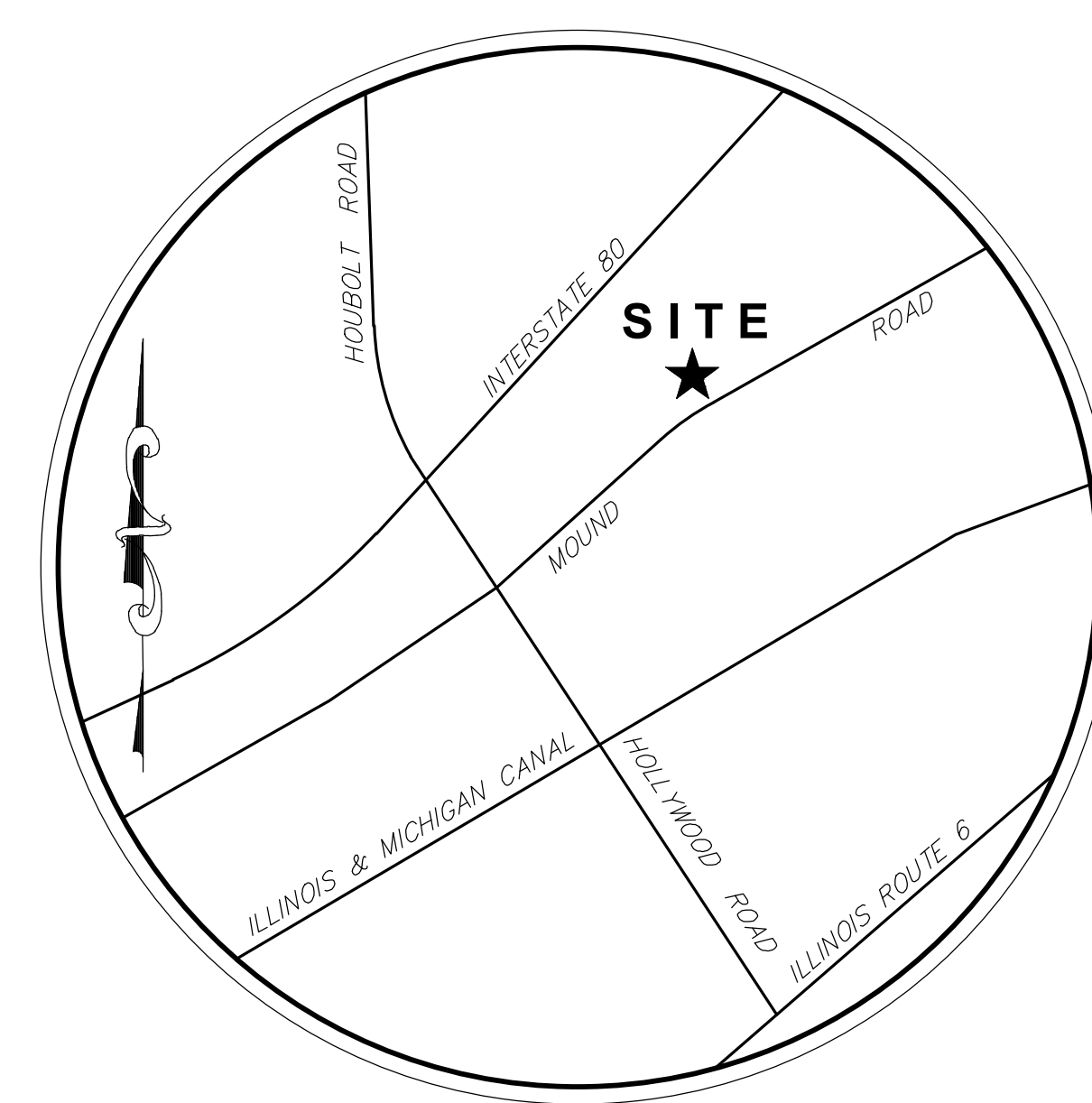
LOT 1 EASEMENT DETAIL
SCALE: 1" = 50'



LOT SCHEDULE	
LOT 1	439,522.11 SQ.FT.
LOT 2	313,742.42 SQ.FT.
LOT 3	112,954.03 SQ.FT.
OUTLOT A (ACCESS DRIVE)	28,039.62 SQ.FT.
OUTLOT B (STORM WATER DETENTION)	137,198.82 SQ.FT.
RIGHT-OF-WAY (DEDICATION)	12,874.87 SQ.FT.
TOTAL	1,044,331.87 SQ.FT. 23.975 ACRES

- NOTES:**
- OUTLOT A AND OUTLOT B ARE HEREBY GRANTED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
 - ALL LOT OWNER'S WITH THE SUBDIVISION WILL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITY LOCATED ON OUTLOT B.

LEGEND	
meas.	MEASURED
rec.	RECORDED
calc.	CALCULATED
●	FOUND SURVEY MONUMENT
■	SET 5/8" REBAR UNLESS OTHERWISE NOTED
P.U.D.L.E.	PUBLIC UTILITY, DRAINAGE and LANDSCAPE EASEMENT
L.E.	LANDSCAPE EASEMENT
- - -	EASEMENT LINE



SITE LOCATION MAP
NOT TO SCALE

Latest Revision: 7-12-2021
Date Prepared: 6-17-2021

RT & A **Ruetigger, Tonelli & Associates, Inc.**
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH (815) 744-6600 FAX (815) 744-0101
website: www.ruetigger-tonelli.com

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE
RECORDING PLAT OF A SUBDIVISION
(Mound Road Logistics Center Subdivision)**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET,
ILLINOIS, AS FOLLOWS:**

SECTION 1: The attached recording plat of subdivision is hereby approved subject to conditions set forth on the plat or in Exhibit A if any.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this _____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

SUBDIVISION: Mound Road Logistics Center Subdivision

PLAN COMMISSION APPROVED: N/A

PERF. BOND/LOC: \$1,605,176.10

INSPECTION FEE: \$20,064.70

CED DOC. NO.: RP-5-2021

PREPARED BY: Corporation Counsel, City of Joliet

MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, Illinois 60431

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Thursday, June 17, 2021

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members

Jason Cox

Jeff Crompton

John Dillon

John Kella

Fredrick "Rick" Moore

Roberto Perez

Brigette Roehr

Marc Rousonelos

Bob Wunderlich

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures.

Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person who is not fully vaccinated wear a face-covering to cover their nose and mouth.

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

CALL TO ORDER

ROLL CALL

Present	John Dillon, John Kella, Jason Cox, Jeff Crompton, Fredrick "Rick" Moore, Roberto Perez, Brigette Roehr and Bob Wunderlich
Absent	Marc Rousonelos

APPROVAL OF MINUTES

[TMP-1886](#)

Attachments: [052021.pdf](#)

A motion was made by Jason Cox, seconded by Brigette Roehr, to approve the May 20, 2021 Plan Commission Minutes. The motion carried by the following vote:

Aye:	Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich
Absent:	Rousonelos

CITIZENS TO BE HEARD ON AGENDA ITEMS

None.

OLD BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

None.

NEW BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

FP-3-21: FINAL PLAT OF MOUND ROAD LOGISTICS CENTER SUBDIVISION.

[TMP-1883](#)

Attachments: [FP-3-21 MOUND ROAD LOGISTICS CENTER STAFF REPORT PACKET](#)

Mr. Torri gave the Planning Staff Report.

Mr. Nate Washburn, Attorney, Kavanagh, Grumley & Gorbald, appeared on behalf of the petition.

Commissioner Wunderlich asked if this was a part of the old CDT Landfill. Mr. Torri responded.

No one appeared in opposition to the petition.

A motion was made by Fredrick "Rick" Moore, seconded by John Kella, to recommend for approval by the full City Council the Final Plat of Mound Road Logistics Center Subdivision. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich

Absent: Rousonelos

M-3-21: ADDITIONAL DUPLEX PLANS FOR THE VILLAS AT CEDAR CREEK SUBDIVISION.

[TMP-1848](#)

Attachments: [M-3-21 - New Duplex Plans for Villas at Cedar Creek - Combined PC Staff Report](#)

Mr. Torri gave the Planning Staff Report.

Ms. Danielle Dash, Land Acquisitioner at D.R. Horton, appeared on behalf of the petition.

Commissioner Cox asked if it will remain open land to the north. Mr. Torri responded.

No one appeared in opposition to the petition.

A motion was made by John Kella, seconded by Fredrick "Rick" Moore, to recommend for approval by the full City Council the Additional Duplex Plans for The Villas at Cedar Creek Subdivision. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich

Absent: Rousonelos

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

None.

ADJOURNMENT

A motion was made by John Kella, seconded by Jeff Crompton, to adjourn. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich

Absent: Rousonelos

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

DATE: June 10, 2021
TO: Joliet Plan Commission
FROM: Planning Staff
SUBJECT: FP-3-21: Final Plat of Mound Road Logistics Center Subdivision

GENERAL INFORMATION:

APPLICANT / OWNERS: Transport Properties LLC
STATUS OF APPLICANT: Operator
PROPERTY OWNER: TP Mound Road, LLC
REQUESTED ACTION: Approval of a Final Plat
PURPOSE: To allow for a five-lot industrial development
EXISTING ZONING: I-2 (General Industrial)
LOCATION: 2951 Mound Road (05-06-23-400-013-0000 & 05-06-23-400-006-0000)
SIZE: 23.97 acres
EXISTING LAND USE: Vacant – former clean fill site
SURROUNDING LAND USE & ZONING:

NORTH: Warehousing / Interstate 80; B-3
SOUTH: Vacant land; I-2
EAST: Fill site / vacant land; I-2.
WEST: Truck Terminal; I-2

CASE / SITE HISTORY: Parcel 1 of the area in question was annexed and zoned I-2 (General Industrial) in 1970 as part of a 1,375 acre expansion of industrially zoned land in the City. Parcel 2 of the area in question was annexed and zoned I-2 (General Industrial) in 1996 to be used as a landfill with the adjacent property.

The Plan Commission recommended approval of the Preliminary Plat of Mound Road Logistics Center Subdivision (P-3-21) at their May 20, 2021 meeting. The City Council is

scheduled to consider the Preliminary Plat of Mound Road Logistics Center Subdivision at their June 15, 2021 meeting.

SPECIAL INFORMATION: Transport Properties seeks approval of a final plat for the creation of a subdivision with three lots and two outlots. They seek to develop the property into three industrial tenant spaces. Transport Properties intends to lease the 10.1-acre Lot 1 to Navistar for truck-tractor and equipment sales, service, and repair. The future user of the 7.15 acre Lot 2 is unknown at this time. The 2.6 acre Lot 3 will be rented or sold to a user for truck and trailer parking. Transport Properties has indicated that the user of Lot 3 will likely be the user of Lot 1 or Lot 2. The uses intended for Lots 1 and 3 received Special Use Permit approval by the City Council at their May 18, 2021 meeting.

The proposed plat includes two outlots. Outlot A is a shared private ingress / egress drive. Outlot B is for a shared stormwater detention pond. All public improvements will be provided for as per the Zoning Ordinance, Subdivision Regulations and the requirements of the Public Works & Utilities Departments. Sewer and water tap-on fees, the sewer and water surcharge fee and the development impact fee will be required. The City has determined that the subject properties will owe recapture fees in the amount of \$82,699.88 as of June 8, 2021 for sanitary sewer improvements.

ANALYSIS: Approval of the proposed final plat of Mound Road Logistics Center Subdivision will allow five-lot subdivision in an industrial area of the City.

CASE NO. FP-3-21, RP-5-21
DATE FILED: 5/14/21

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

<input type="checkbox"/>	Preliminary Plat
<input checked="" type="checkbox"/>	Final Plat
<input checked="" type="checkbox"/>	Recording Plat

NAME OF SUBDIVISION: Mound Road Logistics Center

NAME OF PETITIONER: Transport Properties, LLC

CELL #: _____ E-MAIL: _____

HOME ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE: _____

BUSINESS ADDRESS: 980 N. Michigan Ave.

CITY, STATE, ZIP: Chicago, Illinois 60611

BUSINESS PHONE: 630-514-9115

INTEREST OF PETITIONER: Operator

NAME OF LOCAL AGENT: Nathaniel P. Washburn

ADDRESS: 111 N. Ottawa St., Joliet, Illinois 60432 PHONE: 815-727-4511

OWNER: TP Mound Road, LLC

HOME ADDRESS: _____ PHONE: _____

CITY, STATE, ZIP: _____

BUSINESS ADDRESS: 980 N. Michigan Ave. PHONE: 630-514-9115

CITY, STATE, ZIP: Chicago, Illinois 60611

CELL #: _____ E-MAIL: _____

ENGINEER: Antero Group

ADDRESS: 1212 N. Ashland Ave., Chicago IL 60622 PHONE: 312-772-5085

LAND SURVEYOR: Ruettiger, Tonelli & Associates, Inc.

ADDRESS: 129 Capista Drive, Shorewood, Illinois 60404 PHONE: 815-744-6600

ATTORNEY: Nathaniel P. Washburn, Kavanagh Grumley & Gorbold LLC

ADDRESS: 111 N. Ottawa Street, Joliet, Illinois 60432 PHONE: 815-727-4511

LEGAL DESCRIPTION OF PROPERTY: _____

SEE ATTACHED

COMMON ADDRESS: 2951 Mound Road

PERMANENT INDEX NUMBER (Tax No.): 05-06-23-400-013-0000 & 05-06-23-400-006-0000

SIZE: Approximately 23.975 Acres

NO. OF LOTS: 5

PRESENT USE: Vacant - Clean Fill Site EXISTING ZONING: I-2

USES OF SURROUNDING PROPERTIES: North: Interstate 80

South: I-2

East: I-2; Fill Site

West: I-2; Truck Terminal

Name of Park District: Joliet Park District

Date Contacted Park District: No

Is any open space/park site being offered as part of a preliminary plat? No

If yes, what amount? N/A

(Acknowledgment by Park District Official) _____

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes No If yes, list the Case number and name: Cases are pending

ZBA 2021-19; 2021-20; 2021-21

Is any variance from the Subdivision Regulations being requested? Yes No

If yes, describe: _____

Attach a list of owners of land 300 feet adjacent or opposite the proposed subdivision.

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Nathaniel P. Washburn, Attorney & Agent for Transport Properties, LLC, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 5/12/2021 [Signature]
Petitioner's Name

Subscribed and sworn to before me this 12th day of May, 20 21

[Signature]
Notary Public



LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY OF F.A.I. ROUTE 80, LYING NORTHWESTERLY OF THE CENTERLINE OF MOUND ROAD, EXCEPTING THEREFROM THAT PART LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 15 MINUTES 54 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH HALF, 597.43 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF F.A.I. ROUTE 80; THENCE SOUTH 45 DEGREES 35 MINUTES 46 SECONDS WEST, ON SAID SOUTHEASTERLY RIGHT OF WAY, 798.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53 DEGREES 55 MINUTES 36 SECONDS EAST, 962.12 FEET TO THE CENTERLINE OF MOUND ROAD FOR THE TERMINUS OF SAID LINE, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY OF F.A.I. ROUTE 80, IN WILL COUNTY, ILLINOIS.

LOCAL MAILING ADDRESS:

2951 MOUND ROAD

JOLIET, ILLINOIS

PIN# 05-06-23-400-013-0000

05-06-23-400-006-0000

TRANSPORT PROPERTIES LLC
AN ILLINOIS LIMITED LIABILITY COMPANY

OWNER	EFFECTIVE % INTEREST
COLLINS FAMILY	41%
HULINA FAMILY	41%
PAT LEE	15%
TIMOTHY MCCAHERN	3%
	100%

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. INFORMATION ABOUT THE APPLICATION

This form is submitted as part of an application for the following (check all that apply):

- Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- Building Permit (Complete Sections II and III)
- Business License (Complete All Sections)

II. INFORMATION ABOUT THE PROPERTY

The address and PIN(s) of the real property associated with this application are:

2951 Mound Road, Joliet, Illinois

PIN(s): 05-06-23-400-013-0000 & 05-06-23-400-006-0000

III. PROPERTY OWNERSHIP

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

- Individual:** State the names, addresses, and phone #'s of the individual owner(s)
- Corporation:** State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
- Limited Liability Company:** State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
- Land Trust:** State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
- Partnership:** State the names, addresses, and phone #'s of all partners
- Other type of organization:** State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

TP Mound Road, LLC - 980 N. Michigan Ave., Chicago, Illinois, 60611

100% Owned by Transport Venture II, LLC

Transport Venture II, LLC: 50% Transport Properties LLC

50% Bixby Bridge Fund III, LLC

E-MAIL: tim@transportprop.com

FAX: (312) 377-9101

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

- Individual:** State the names, addresses, and phone #'s of the individual owner(s)
- Corporation:** State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
- Limited Liability Company:** State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
- Partnership:** State the names, addresses, and phone #'s of all partners
- Other type of organization:** State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

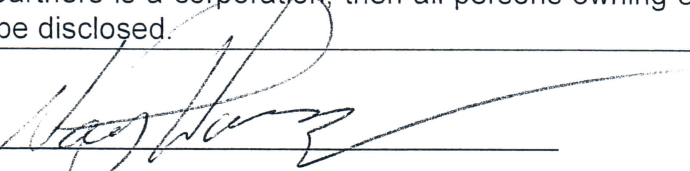
Transport Properties, LLC - 980 N. Michigan Ave., Chicago Illinois 60611

SEE ATTACHED

E-MAIL: tim@transportprop.com FAX: (312) 377-9101

NOTE:

If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

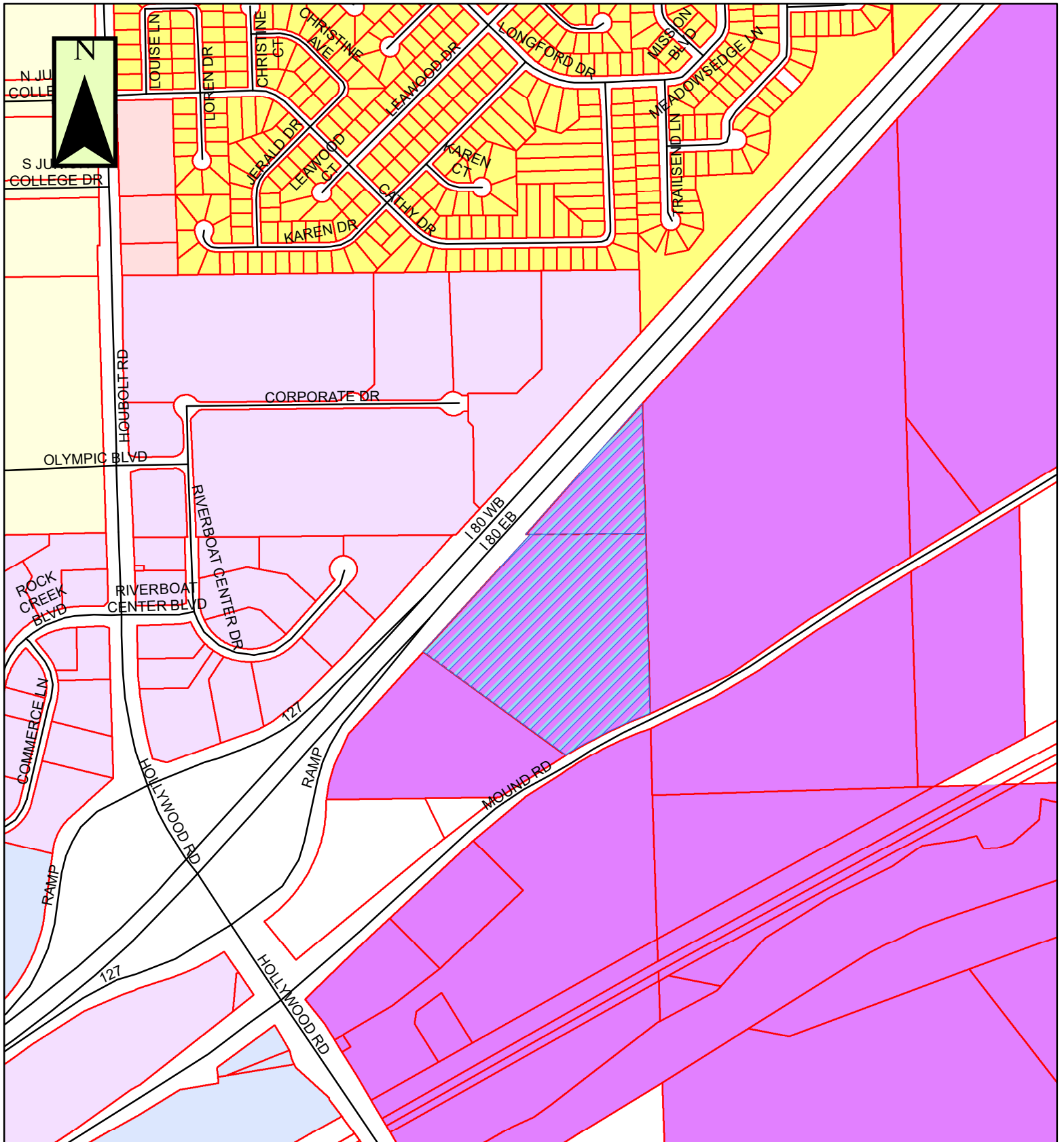
SIGNED: 

DATE: 05/14/2021

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:



Nathaniel P. Washburn, Attorney & Agent, 815-727-4511

PRINT

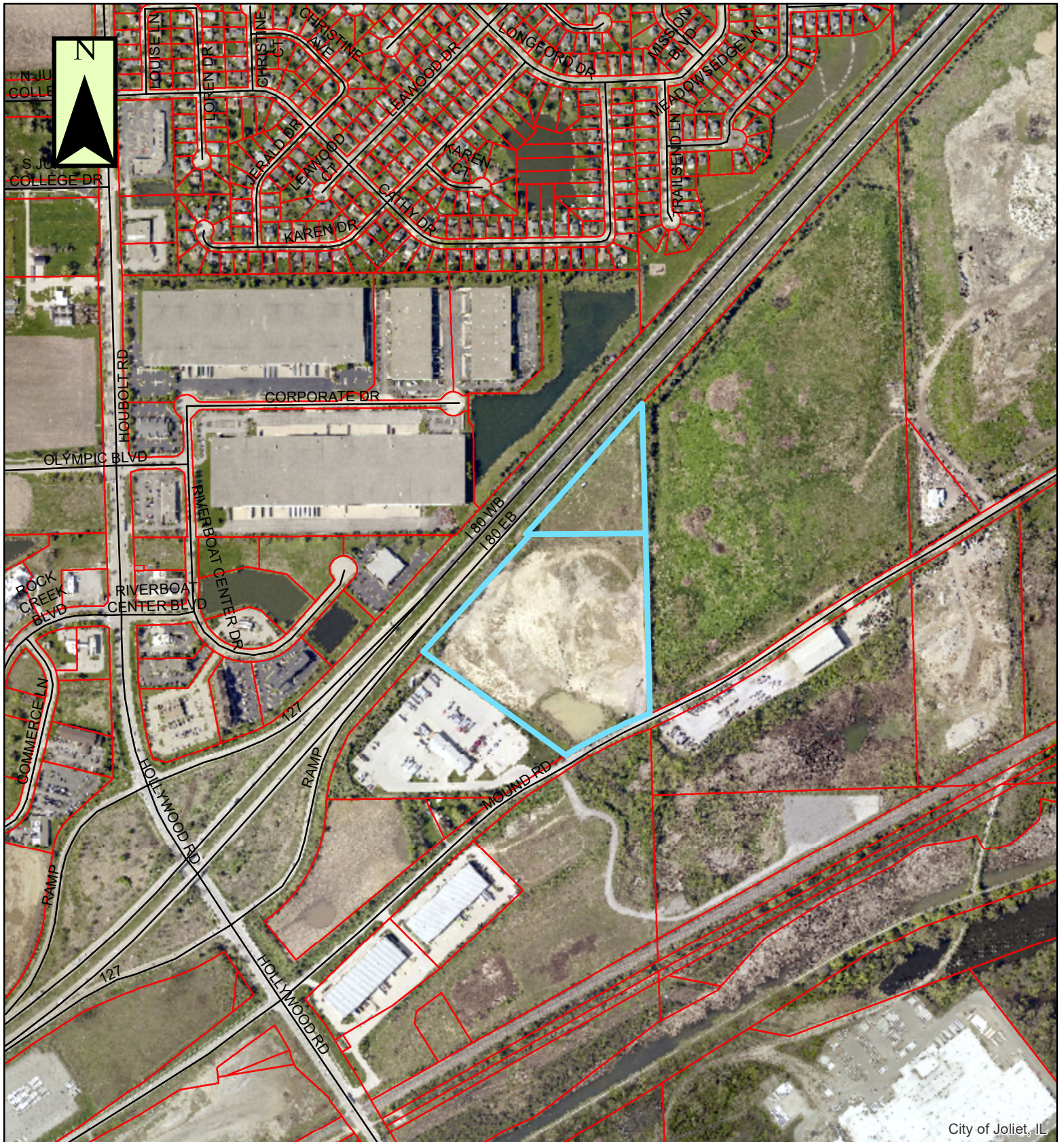


FP-3-21



 = Property in Question
 = 600' Public Notification Boundary



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



City of Joliet, IL

FP-3-21a



-  = Property in Question
-  = 600' Public Notification Boundary



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 351-21

File ID: 351-21

Type: Ordinance

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2021

Final Action:

Title: Ordinances Associated with Mound Road Logistics Center Subdivision

Ordinance Approving the Final Plat of Mound Road Logistics Center Subdivision (FP-3-2021)

Ordinance Approving the Record Plat of Mound Road Logistics Center Subdivision (RP-5-2021)

Attachments: Final Plat - Mound Road, Final Plat Ordinance -Mound Road Logistics Center Subdivision, Record Plat - Mound Road, Record Plat Ordinance - Mound Road Logistics Center Subdivision, Plan Commission Meeting Minutes_061721, FP-3-21 MOUND ROAD LOGISTICS CENTER STAFF REPORT PACKET

Entered by: jbernhard@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/13/2021	Jim Torri	Approve	7/15/2021
1	2	7/14/2021	Sabrina Spano	Approve	7/15/2021
1	3	7/14/2021	James V. Capparelli	Approve	7/16/2021



Memo

File #: 352-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Approving Additional Duplex Plans for The Villas at Cedar Creek Subdivision (M-3-21)

BACKGROUND:

The petitioner, DR Horton, is requesting the approval of new duplex plans within the Villas at Cedar Creek Subdivision, which is west of Route 53 and north of Millsdale Road. Existing zoning is R-3 (one and two family residential) district.

Homebuilder DR Horton is under contract to purchase the remaining 46 undeveloped duplex lots within the Villas at Cedar Creek Subdivision, Unit 1. One and a half story duplex plans were approved in 2005 for the original Villas at Cedar Creek Subdivision (see attached pictures). Eight units (four buildings) were constructed based on these approved plans. It is believed that the residential housing recession stopped the construction of these dwelling units during that time.

DR Horton’s new duplex plan proposal includes two new interior selections (see attached plans) that range in size from 1,601 sq. ft. to 1,788 sq. ft. Three to four-bedroom options will be made available with 2.5 baths. Two-car garages will be standard features and basements will be optional to comply with previously built models. Two elevation/combinations will be possible (see attached plans). The petitioner is proposing 8:12 roof pitches and brick wainscotting along the front façade and garage sides to comply with the previously approved annexation agreement.

The new duplex plans have been presented to the Homeowner Association Board for the Villas at Cedar Creek and they have no objections to the new models (see attached letter).

PUBLIC HEARING:

The Plan Commission held a public hearing on this matter on June 17, 2021. Ms. Danielle Dash, DR Horton, Illinois, appeared on behalf of the petition. No one appeared in opposition. Minutes of the meeting are attached hereto.

RECOMMENDATION OF THE PLANNING COMMISSION:

Mr. Kella moved that the Plan Commission recommend the City Council approve the new duplex plans for the Villas at Cedar Creek Subdivision. Mr. Moore seconded the motion, which passed with eight aye votes. Voting aye were: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich.

RECOMMENDATION OF THE ADMINISTRATION:

The Administration concurs with the Plan Commission and recommends the Mayor and City Council approve an Ordinance to allow new duplex plans for the Villas at Cedar Creek Subdivision.

ORDINANCE NO. _____

AN ORDINANCE APPROVING NEW DUPLEX PLANS
(Villas at Cedar Creek Subdivision)

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET,
ILLINOIS, AS FOLLOWS:**

SECTION 1: The attached duplex plans are hereby approved subject to the conditions set forth in Exhibit A, if any.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this ____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

SUBDIVISION: Villas at Cedar Creek Subdivision
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: M-3-21

PREPARED BY: Corporation Counsel, City of Joliet
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, Illinois 60431

DATE: June 9, 2021
TO: Plan Commission
FROM: Planning Staff
SUBJECT: M-3-21: Additional Duplex Plans for The Villas at Cedar Creek Subdivision

GENERAL INFORMATION:

APPLICANT(S): DR Horton (Patrick Cook)
STATUS OF APPLICANT: Contract Purchaser/Builder
REQUESTED ACTION: Approval of new duplex plans
EXISTING ZONING: R-3 (One and Two Family Residential)
LOCATION: Villas at Cedar Creek Subdivision (East of Route 53 North of Millsdale Road)
SIZE: N/A
EXISTING LAND USE: Two-Family Residential
SURROUNDING LAND USE & ZONING:

NORTH: Undeveloped; A-1 Unincorp. Will Co.
SOUTH: Residential; Unincorp. Will Co.
EAST: Undeveloped; B-3
WEST: Single-Family; R-1B

SITE HISTORY: The subject property was annexed and classified to R-3 (one and two family residential) zoning district in 2005. The Preliminary Plat for Cedar Creek Villas was approved in 2005 and the Final and Recording Plats for Phase 1 were approved in 2006.

SPECIAL INFORMATION: Homebuilder DR Horton is under contract to purchase the remaining 46 undeveloped duplex lots within the Villas at Cedar Creek Subdivision, Unit 1. One and a half story duplex plans were approved as part of the original approvals for the Villas at Cedar Creek subdivision (see attached pictures). Eight units (four buildings) were constructed based on these approved plans. It is believed that the residential housing recession stopped the construction of these dwelling units during that time period. DR Horton would like to purchase the remaining lots and construct the attached duplex plans.

The new proposal includes two new interior selections (see attached plans) that range in size from 1,601 sq. ft. to 1,788 sq. ft. Three to four-bedroom options will be made available with 2.5 baths. Two-car garages will be standard features and basements will be optional to comply with previously built models. Two elevation/combinations will be possible (see attached plans). The petitioner is proposing 8:12 roof pitches and brick wainscotting along the front façade and garage sides to comply with the previously approved annexation agreement.

The new duplex plans have been presented to the Homeowner Association Board for the Villas at Cedar Creek and they have no objections to the new models (see attached letter).

ANALYSIS: The approval of the new plans will allow the new construction of duplexes on the remaining R-3 lots in the Villas at Cedar Creek Subdivision, Unit 1.

CASE NO. _____

DATE FILED: _____

**CITY PLAN COMMISSION
JOLIET, ILLINOIS**

PETITION FOR APPROVAL OF (Check One):

Additional House Plans
 Miscellaneous (request): _____

NAME OF SUBDIVISION: CEDAR CREEK

NAME OF PETITIONER: DR HORTON (PATRICK COOK)

CELL #: 630-244-3101 **E-MAIL:** PCOOK@DRHORTON.COM

ADDRESS: 750 E BUNKER CT, SUITE 500

CITY, STATE, ZIP: VERNON HILLS, IL 60061

ADDITIONAL (BUSINESS) PHONE NUMBER: —

INTEREST OF PETITIONER: CONTRACT PURCHASER

NAME OF LOCAL AGENT (if applicable): NA

ADDRESS: —

CELL #: — **E-MAIL:** —

ADDITIONAL (BUSINESS) PHONE NUMBER: —

PROPERTY OWNER: CEDAR CREEK LFS V LLC / TURNSTONE GROUP, LLC

ADDRESS: 1170 PEACHTREE ST, SUITE 1150

CITY, STATE, ZIP: ATLANTA, GA 30309

CELL #: — **E-MAIL:** DEDWARDS@TURNSTONEGROUP.COM

ADDITIONAL (BUSINESS) PHONE NUMBER: NA

ATTORNEY: STEVEN COX

ADDRESS: 333 SOUTH 7TH ST, MINNEAPOLIS, MN 55402

CELL #: — **E-MAIL:** SCOX@FWHTLAW.COM

ADDITIONAL (BUSINESS) PHONE NUMBER: —

LEGAL DESCRIPTION OF PROPERTY: _____

SEE ATTACHED DOCUMENT

COMMON ADDRESS: VARIES

PERMANENT INDEX NUMBERS (Tax No.): LEGAL DESCRIPTION / MAP ATTACHED

NO. OF LOTS: 66 VACANT LOTS

PRESENT USE: R-1B / R-3 VACANT EXISTING ZONING: R-1B / R-3

USES OF SURROUNDING PROPERTIES: North: GENERALLY AGRICULTURE
 South: AGRICULTURE / RESIDENTIAL
 East: AGRICULTURE / INDUSTRIAL
 West: AGRICULTURE / INDUSTRIAL

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes No If yes, list the Case number and name: _____

Include three (3) copies of all required plans and a homeowner's association (HOA) approval letter.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: NA

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [Signature], hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 5/13/21 PATRICK COOK
Petitioner's Name

Subscribed and sworn to before me this 13 day of May, 20 21

[Signature] 07/15/2024
Notary Public My Commission Expires:

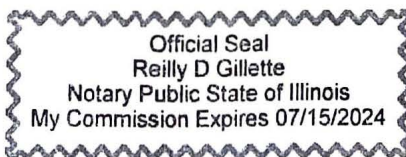


EXHIBIT A

Legal Description


LOTS 4, 15, 17, 18, 19, 54, 55, 75, 77, 80 THROUGH 84; 86 THROUGH 90, 92; 95, 96, AND 102, IN THE ESTATES AT CEDAR CREEK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2006 AS DOCUMENT NUMBER R2006154817, IN WILL COUNTY, ILLINOIS.

LOTS 43 THROUGH 46, 53 THROUGH 63, IN THE RESERVE AT CEDAR CREEK UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2006 AS DOCUMENT NO. R2006154818, IN WILL COUNTY, ILLINOIS.

LOTS 28 THROUGH 32 BOTH INCLUSIVE, IN THE RESERVE AT CEDAR CREEK UNIT 2 PHASE 1, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 2007 AS DOCUMENT NO. R2007107787, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 7, 2008 AS DOCUMENT R2008016635, IN WILL COUNTY, ILLINOIS.

LOTS 20 THROUGH 25; 27, 29 THROUGH 35; 37, 38, 40, 41; AND 69 THROUGH 73, IN THE VILLAS AT CEDAR CREEK. UNIT 1., BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 2006 AS DOCUMENT NO. R2006-154819, IN WILL COUNTY, ILLINOIS.

 1.25.21

DS
 1/25/21

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. INFORMATION ABOUT THE APPLICATION

This form is submitted as part of an application for the following (check all that apply):

- Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- Building Permit (Complete Sections II and III)

PLAN ADDITIONS

II. INFORMATION ABOUT THE PROPERTY

The address and PIN(s) of the real property associated with this application are:

PIN(s): _____

III. PROPERTY OWNERSHIP

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

- Individual:** State the names, addresses, and phone #'s of the individual owner(s)
- Corporation:** State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
- Limited Liability Company:** State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
- Land Trust:** State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
- Partnership:** State the names, addresses, and phone #'s of all partners
- Other type of organization:** State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

E-MAIL: _____ **FAX:** _____

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

- Individual:** State the names, addresses, and phone #'s of the individual owner(s)
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- Limited Liability Company:** State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
- Partnership:** State the names, addresses, and phone #'s of all partners
- Other type of organization:** State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

E-MAIL: _____ **FAX:** _____

NOTE:

If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: Patrick Cook

DATE: _____

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:



April 22, 2021

Attn: Berenice Guerrero

Turnstone Group

bguerrero@turnstonegroup.com

RE: D.R. Horton Product Approval For Cedar Creek

Berenice:

I understand that REO Funding Solutions V, LLC (“REO”) and Cedar Creek RFSV, LLC (“RFS”) control the various Architectural Control Committees established under the applicable Declaration of Covenants for the Cedar Creek Neighborhoods commonly referred to as the Villas, the Estates and the Reserves, respectively. On behalf of DR Horton, Inc. - Midwest, I am excited to present to REO, RFS and the Cedar Creek community at large with our lineup of plans and elevations for the remaining vacant lots in the aforesaid Cedar Creek neighborhoods. We are planning to offer up to thirteen different plans ranging in size from approximately 1,421 square feet to 2,600 square feet.

Our proposed plan lineup is as follows:

Traditional Single Family – Estates and Reserves Neighborhoods

	<i>Plan Name</i>	<i>Approx. SqFt</i>	<i># Bedrooms</i>	<i># Bathrooms</i>
30 Foot	1 X350	1,421	3	2.5
	2 X351	1,561	3	2.5
	3 Aspen	1,663	3	2.5
	4 Magnolia	1,847	4	2.5
	5 Willow	1,953	3	2.5
40 Foot	6 Harmony	1,498	3	2
	7 Chatham	1,771	4	2
	8 Sienna	1,818	3 + Loft	2.5
	9 Bellamy	2,051	4	2.5
	10 Holcombe	2,356	4	2.5
	11 Henley	2,600	4 + Loft	2.5

Buckingham Duplexes – Villas Neighborhood

12	Preston	1,601	3	2.5
13	Aston	1,788	3 + Loft	2.5



We plan to close on lots in Cedar Creek this May and start construction on our model as soon as possible on Lot 58 in the Reserve neighborhood. Please note, we may not offer all the plans listed for sale at the opening of the community but may offer them in response to market demand.

Please let me know if you have any questions or if I can provide any additional information. If REO and RFS find that the attached plans and elevations meet the architectural standards as set forth in the Declaration of Covenants for the applicable Cedar Creek neighborhood, please have an authorized officer execute below to acknowledge the same in its capacity as the applicable Declarant and the Architectural Control Committee.

We are thrilled to have the opportunity be a part of the Cedar Creek community and look forward to continuing to work with you.

Thank you,

Chris Lester
Land Manager

Received and approved on this 30 day of April, 2021.

REO Funding Solutions V, LLC

Cedar Creek RFS V, LLC

DocuSigned by:

1E7C56841B59448...e Clercq
Vice President

DocuSigned by:

1E7C56841B59448...e Clercq
Vice President



New Plan/Architectural Additions
Cedar Creek – Duplex/MF

May 13, 2020



TAB #1

Summary of Submitted Plans

Plan #	Name	Living Square Footage¹	Bedrooms	Bathrooms
XT12	Preston	1,601	3	2.5
XT13	Aston	1,788	3 – 4	2.5

¹ Square footage may vary.

² All roof pitches will be 8:12.



TAB #1

Plan #XT12 & #XT13

Elevation renderings & Floor Plans

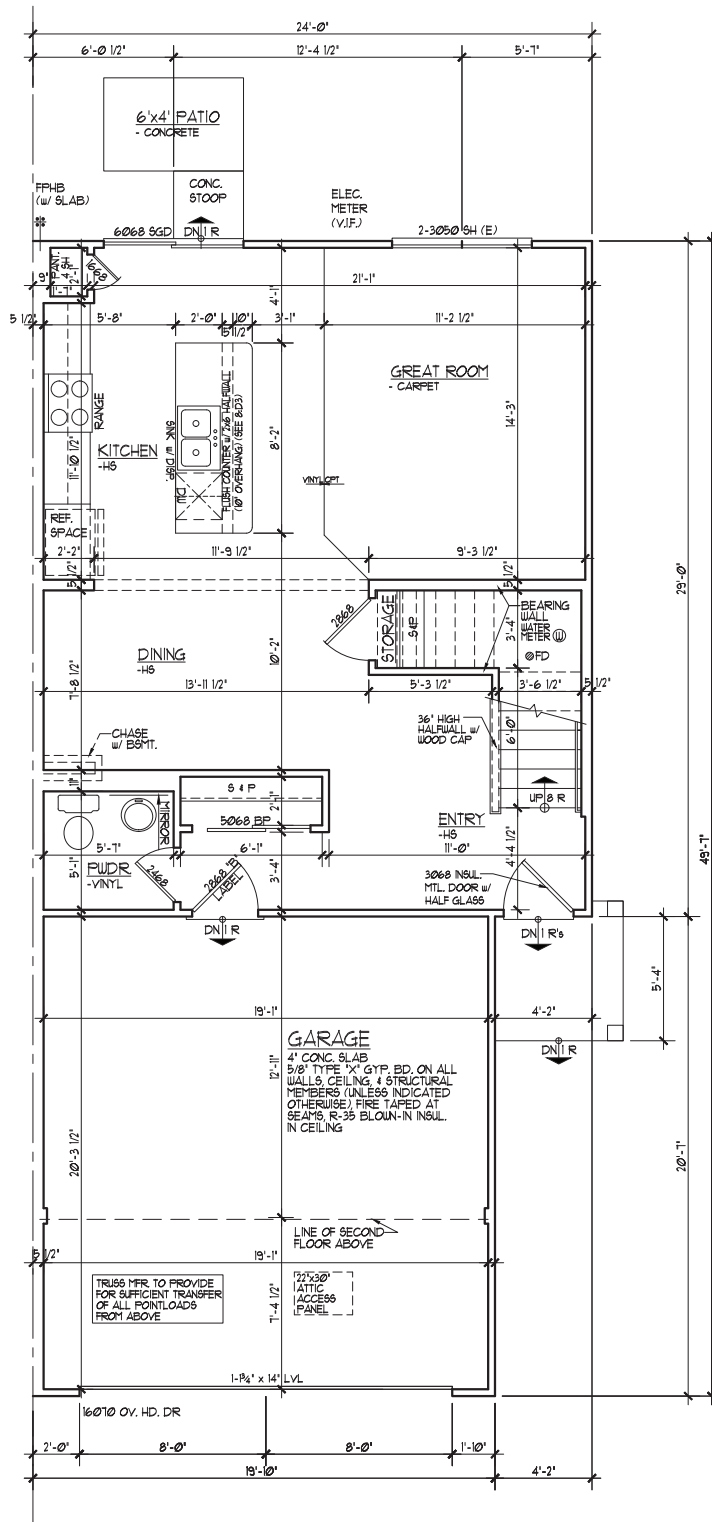
Preston

1,601 SF
3 BR
2.5 BA

Aston

1,788 SF
3 BR + Loft
2.5 BA





FIRST FLOOR PLAN (SLAB)

3/16" = 1'-0"

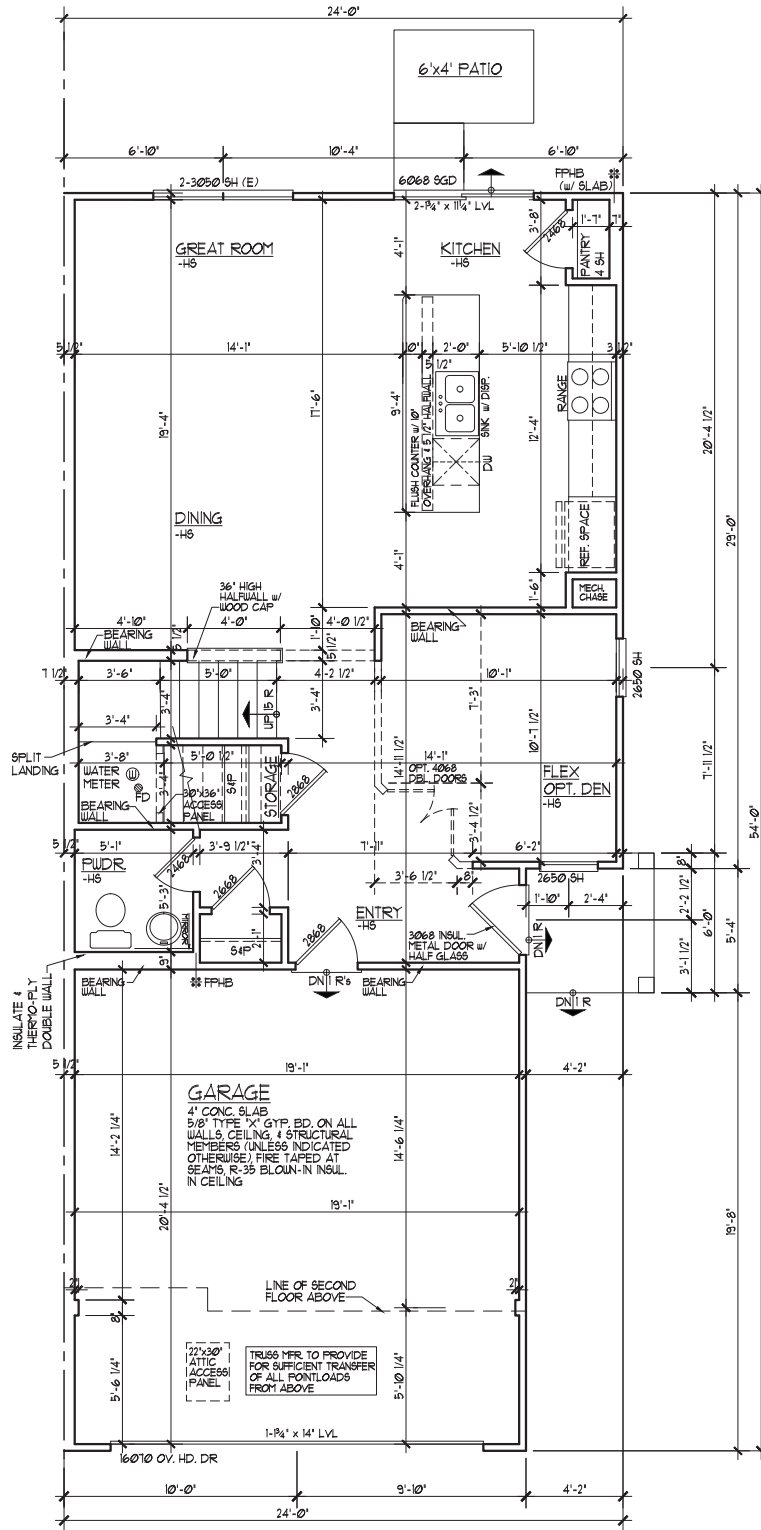
6.96 s.f. (16.01 s.f. total)

XT12

BUCKINGHAM DUP_EX

JOLIE, IL





FIRST FLOOR PLAN (SLAB)

3/16" = 1'-0"

182 SF. (1188 SF.)

XT13

BUCKINGHAM DUPLEX

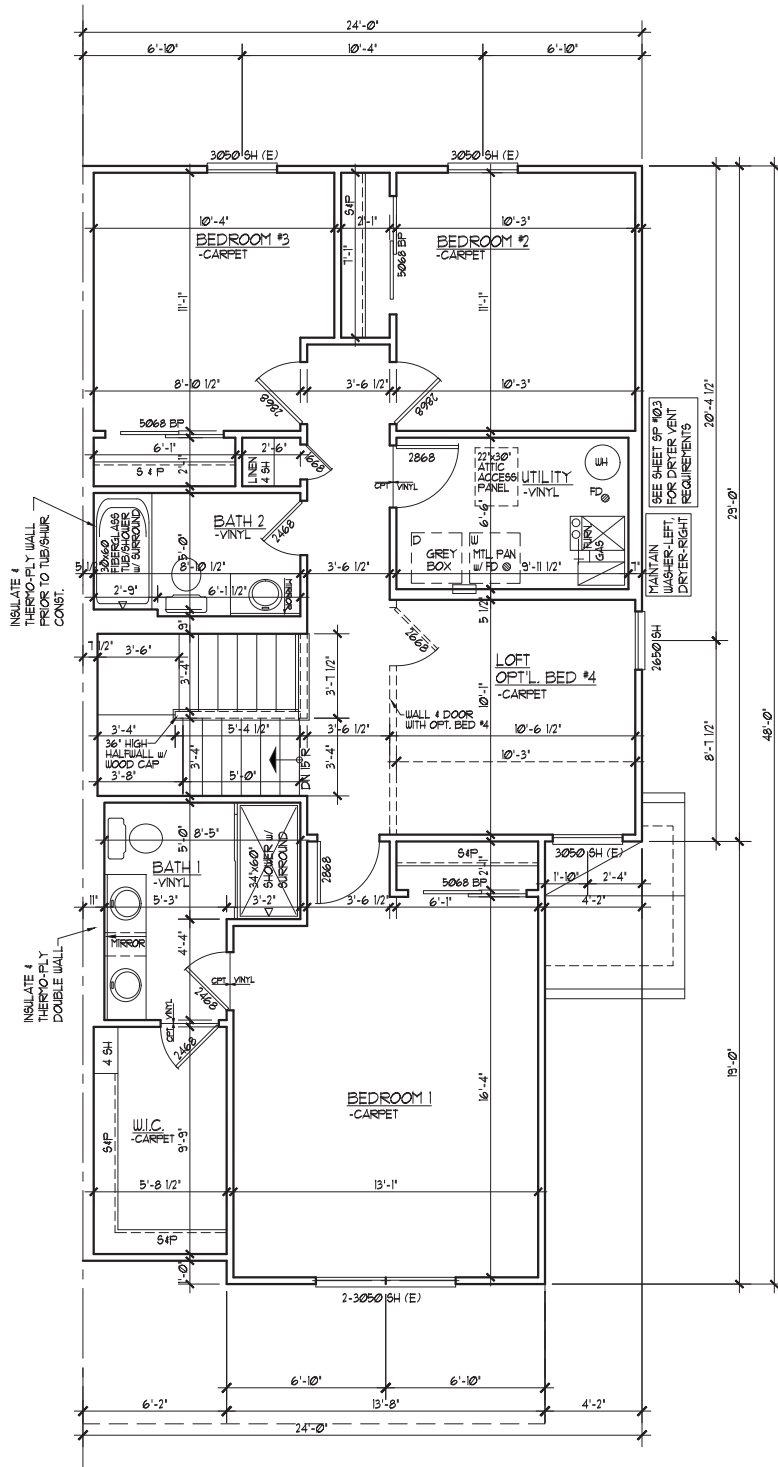
JOLIET, IL



Premier Architecture, Inc.

1000 W. SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

12-01-20



SECOND FLOOR PLAN (SLAB)

3/16"=1'-0"

1006 SF.

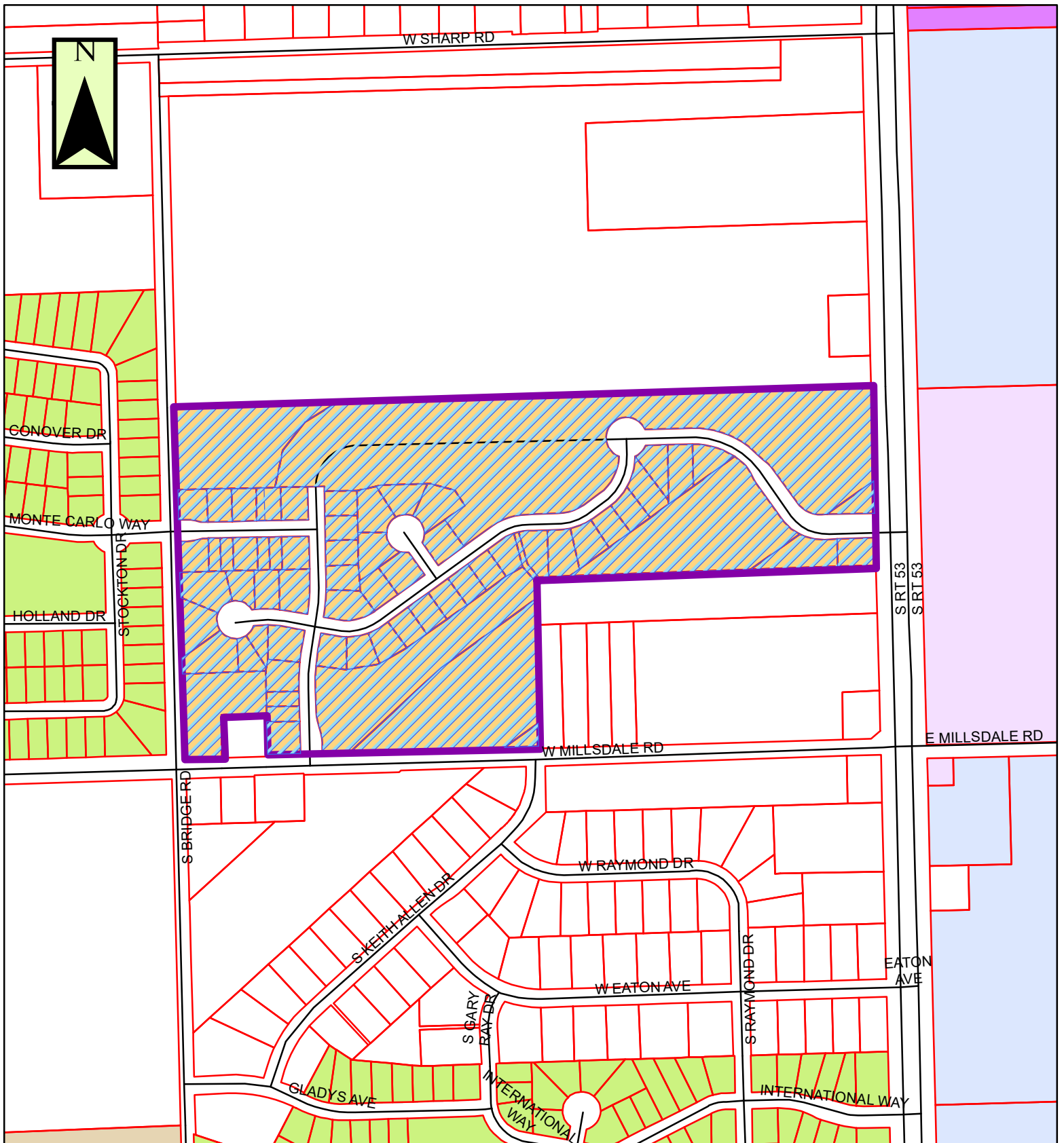
XT13

BUCKINGHAM DUPLEX

JOLIET, IL



Google



M-3-21

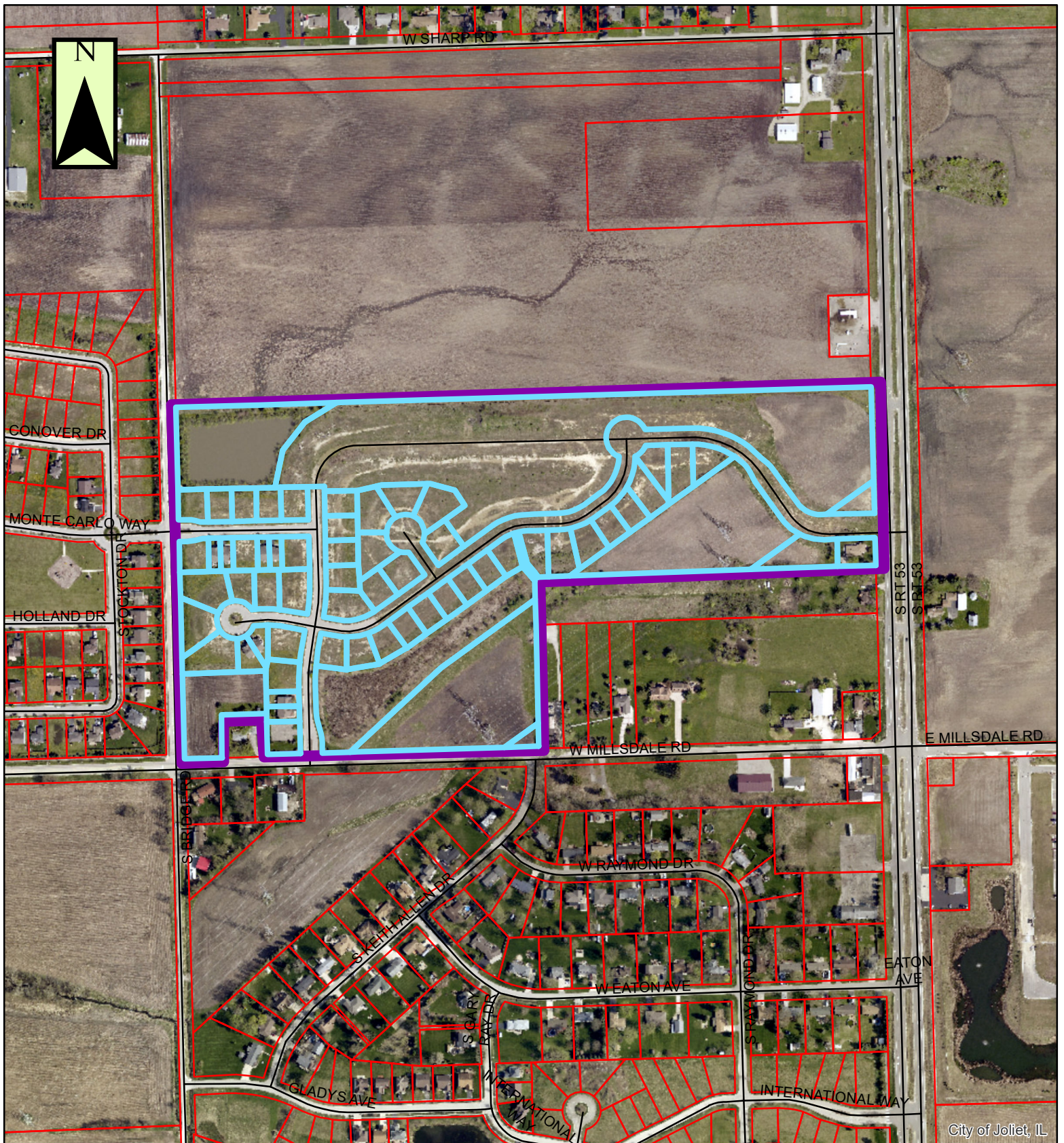


 = Area in Question

 = Property Owners Notified

Only The Villas at Cedar Creek property owners were notified.

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



M-3-21a



 = Area in Question

 = Property Owners Notified

Only The Villas at Cedar Creek property owners were notified.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Thursday, June 17, 2021

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members

Jason Cox

Jeff Crompton

John Dillon

John Kella

Fredrick "Rick" Moore

Roberto Perez

Brigette Roehr

Marc Rousonelos

Bob Wunderlich

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures.

Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person who is not fully vaccinated wear a face-covering to cover their nose and mouth.

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

CALL TO ORDER

ROLL CALL

Present	John Dillon, John Kella, Jason Cox, Jeff Crompton, Fredrick "Rick" Moore, Roberto Perez, Brigette Roehr and Bob Wunderlich
Absent	Marc Rousonelos

APPROVAL OF MINUTES

[TMP-1886](#)

Attachments: [052021.pdf](#)

A motion was made by Jason Cox, seconded by Brigette Roehr, to approve the May 20, 2021 Plan Commission Minutes. The motion carried by the following vote:

Aye:	Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich
Absent:	Rousonelos

CITIZENS TO BE HEARD ON AGENDA ITEMS

None.

OLD BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

None.

NEW BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

FP-3-21: FINAL PLAT OF MOUND ROAD LOGISTICS CENTER SUBDIVISION.

[TMP-1883](#)

Attachments: [FP-3-21 MOUND ROAD LOGISTICS CENTER STAFF REPORT PACKET](#)

Mr. Torri gave the Planning Staff Report.

Mr. Nate Washburn, Attorney, Kavanagh, Grumley & Gorbald, appeared on behalf of the petition.

Commissioner Wunderlich asked if this was a part of the old CDT Landfill. Mr. Torri responded.

No one appeared in opposition to the petition.

A motion was made by Fredrick "Rick" Moore, seconded by John Kella, to recommend for approval by the full City Council the Final Plat of Mound Road Logistics Center Subdivision. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich

Absent: Rousonelos

M-3-21: ADDITIONAL DUPLEX PLANS FOR THE VILLAS AT CEDAR CREEK SUBDIVISION.

[TMP-1848](#)

Attachments: [M-3-21 - New Duplex Plans for Villas at Cedar Creek - Combined PC Staff Report](#)

Mr. Torri gave the Planning Staff Report.

Ms. Danielle Dash, Land Acquisitioner at D.R. Horton, appeared on behalf of the petition.

Commissioner Cox asked if it will remain open land to the north. Mr. Torri responded.

No one appeared in opposition to the petition.

A motion was made by John Kella, seconded by Fredrick "Rick" Moore, to recommend for approval by the full City Council the Additional Duplex Plans for The Villas at Cedar Creek Subdivision. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich

Absent: Rousonelos

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

None.

ADJOURNMENT

A motion was made by John Kella, seconded by Jeff Crompton, to adjourn. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Moore, Perez, Roehr and Wunderlich

Absent: Rousonelos

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



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 352-21

File ID: 352-21

Type: Ordinance

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2021

Final Action:

Title: Ordinance Approving Additional Duplex Plans for The Villas at Cedar Creek Subdivision (M-3-21)

Attachments: Ordinance M-3-21 Additional Duplex Plans Villas at Cedar Creek, M-3-21 - New Duplex Plans for Villas at Cedar Creek - Combined PC Staff Report, Minutes (20)

Entered by: jtorri@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/12/2021	Jim Torri	Approve	7/14/2021
1	2	7/14/2021	Sabrina Spano	Approve	7/14/2021
1	3	7/14/2021	James V. Capparelli	Approve	7/16/2021



Memo

File #: 353-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Declaring Certain Properties as Public Nuisances

BACKGROUND:

The attached list of addresses represents properties that fall within the modified policy concerning public nuisances, in that all buildings are, by reason of lack of maintenance or adequate maintenance of the property, and/or being abandoned, vacant, boarded up, dilapidated or fire-damaged, any of which depreciates the enjoyment, aesthetic appearance and use of properties in the immediate vicinity or neighborhood to such an extent that is detrimental to the city at large. In all instances proper notification of a pending public nuisance declaration has been mailed to each property owner and they have failed to respond. If approved, this declaration of a public nuisance is a progressive step in seeking compliance which can lead to demolition. Upon a public nuisance declaration, demolition proceedings will be pursued, or in the alternative, executed agreements requiring the rehabilitation of the structures in compliance with the ordinances of the City of Joliet. The subject properties are as follows:

219 N. Hickory Street

This is a 2-story wood frame home with no garage. The property has been vacant since November 2019. An emergency water turn off was performed in December 2019 due to flooding from missing pipes. The home has large amounts of water damage. The City has had to service and board up the property, and the Police Department has dealt with numerous vagrants at the property.

809 John Street

This is a 2-story wood frame single family home with a detached garage. The property has been vacant since 2015. The City has had to maintain the property resulting in over \$5,000 in outstanding fines and fees. The property is a problem to the entire neighborhood, as it attracts trespassers and possibly squatters.

RECOMMENDATION:

It is recommended that the Mayor and City Council declare the attached list of properties public nuisances and authorize application to the Circuit Court for injunctive relief through code compliance or demolition.

ORDINANCE NO. _____

AN ORDINANCE DECLARING CERTAIN STRUCTURES PUBLIC NUISANCES

WHEREAS, the structures located on the properties identified and described in Exhibit A are deteriorated, dangerous, structurally unsafe, and in such a state of disrepair that they constitute a hazard to life and property, and the Mayor and City Council have determined that it is necessary to seek the demolition of the structures.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS AS FOLLOWS:

SECTION 1: The structures located on the properties identified and described in Exhibit A constitute public nuisances, and the City of Joliet, through its Legal Department, is hereby authorized to commence demolition proceedings against the structures, or in the alternative, to seek an injunction requiring the rehabilitation of the structures in compliance with the ordinances of the City of Joliet.

SECTION 2: The Mayor and City Council hereby authorize the filing of a lien and the acquisition of the lots on which the demolished structures were located if the owners fail to pay all demolition costs, including attorney’s fees, pursuant to any remedy authorized by all law.

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage.

PASSED this _____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A

Address: 219 N. Hickory Street, Joliet, IL 60435

PIN: 30-07-09-409-004-0000

Owner: DSV SPV3 LLC

Property Description: This is a 2-story wood frame home with no garage. The property has been vacant since November 2019. An emergency water turn off was performed in December 2019 due to flooding from missing pipes. The home has large amounts of water damage. The City has had to service and board up the property, and the Police Department has dealt with numerous vagrants at the property.



Legal Description: THE N 1/2 OF LOT 5, BLK 12 IN W JOLIET IN THE CITY OF JOLIET, IN THE W1/2 OF THE SE1/4 OF SEC 9, T35N-R10E.

Address: 809 John Street, Joliet, IL 60435

PIN: 30-07-08-422-014-0000

Owner: Renee L & Russell A Martin

Property Description: This is a 2-story wood frame single family home with a detached garage. The property has been vacant since 2015. The City has had to maintain the property resulting in over \$5,000 in outstanding fines and fees. The property is a problem to the entire neighborhood, as it attracts trespassers and possibly squatters.



Legal Description: THE E1/2 OF LOT 6 IN BLOCK 10 IN RAYNOR'S ADDITION TO JOLIET, A SUB OF THE E1/2 OF THE SE1/4 OF SEC 8, T35N-R10E.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 353-21

File ID: 353-21

Type: Ordinance

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2021

Final Action:

Title: Ordinance Declaring Certain Properties as Public Nuisances

Attachments: Ordinance, Exhibit A

Entered by: kJORSTAD@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	7/12/2021	Keith Jorstad	Approve	7/13/2021
2	2	7/12/2021	Jim Torri	Approve	7/14/2021
2	3	7/14/2021	Sabrina Spano	Approve	7/14/2021
2	4	7/14/2021	James V. Capparelli	Approve	7/16/2021



Memo

File #: 355-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Resolution Approving the CDBG FY 2021 Annual Action Plan to the 2020-2024 Consolidated Plan

BACKGROUND:

The City of Joliet, Illinois is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. In compliance with HUD regulations, the City of Joliet has prepared this FY 2021 Annual Action Plan for the period of October 1, 2021 through September 30, 2022. The FY 2021 Annual Action Plan is a strategic guideline for the implementation of the City's housing, community, and economic development activities. This is the second Annual Action Plan under the City's FY 2020-2024 Consolidated Plan.

The FY 2021 Annual Action Plan is a collaborative effort between the City, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through input received at public meetings, analysis of statistical data, and a review of the City's past performance. The City is required to submit an Annual Action Plan to HUD by August 13, 2021.

During the FY 2021 Program Year, the City of Joliet, IL will receive an allocation of \$933,059. The City will also reprogram \$193,000 from prior year allocations. The draft report was available in the Office of Neighborhood Services and on the City's website.

CITIZEN PARTICIPATION PROCESS:

In accordance with the City's Citizen Participation Plan, the City of Joliet held a public hearing on June 15, 2021 (advertised on June 9, 2021). The draft Plan was on display from June 9, 2021 to July 9, 2021. No comments were received during the comment period. Three community members attended the public hearing and all had positive feelings regarding this plan.

RECOMMENDATION:

The Administration recommends that the Mayor and City Council adopt the attached resolution approving the FY 2021 Annual Action Plan and authorizes its transmittal to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE CDBG FY 2021 ANNUAL ACTION PLAN TO THE
2020-2024 CONSOLIDATED PLAN**

WHEREAS, the municipality has responsibility for the health, safety and welfare of the citizens of Joliet; and

WHEREAS, the provision of affordable housing and implementation of community development programs helps to assure the health, safety and welfare of the citizens of Joliet; and

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of Joliet that under Fiscal Year 2021, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$933,059; and

WHEREAS, the U.S. Department of Housing and Urban Development requires the completion and submittal of the FY 2021 Action Plan for the proposed use of Community Development Block Grant (CDBG) funds; and

WHEREAS, a draft of the FY 2021 Annual Action Plan was on public display from June 9, 2021 through July 9, 2021 and the City held a public hearing on the said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document.

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

SECTION 1: That the proposed FY 2021 Annual Action Plan, which is attached hereto and made a part hereof as Exhibit "A", is hereby approved.

SECTION 2: That the City is cognizant of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal financial assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

SECTION 3: The Mayor, City Council and City Manager of the City of Joliet are hereby authorized to submit said documents to the U.S. Department of Housing and Urban Development.

SECTION 4: That the City Manager, on behalf the City of Joliet, Illinois, is authorized to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

SECTION 5: All Resolutions or part of Resolutions conflicting with any of the provisions of this Resolution shall be, and the same, are hereby repealed.

SECTION 6: This Resolution shall be in full force and effect from and after its passage, approval, and recording according to law.

PASSED this _____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



Community Development Block Grant
Program Year 2021 Annual Action Plan
City of Joliet, Illinois

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AP-05 Executive Summary - 91.200(c), 91.220(b)

Introduction

The City of Joliet, Illinois is an entitlement community under the U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Program. The City also receives HOME Investment Partnerships (HOME) funds under Will County’s HOME Consortium Program. In compliance with HUD regulations, the City of Joliet has prepared this FY 2021 Annual Action Plan for the period of October 1, 2021 through September 30, 2022. The FY 2021 Annual Action Plan is a strategic guideline for the implementation of the City's housing, community, and economic development activities. This is the second Annual Action Plan under the City’s FY 2020-2024 Consolidated Plan.

The FY 2021 Annual Action Plan is a collaborative effort between the City, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through input received at public meetings, analysis of statistical data, and a review of the City’s past performance.

During the FY 2021 Program Year, the City of Joliet, IL will receive an allocation of \$933,059 and does not anticipate any CDBG Program Income. The City will also reprogram \$193,000 from prior year allocations. The City of Joliet proposes to undertake the following activities with the FY 2021 CDBG Funds and reallocated funds:

Proposed Project	Allocation	Reallocation	Total
Infrastructure – Parks Avenue	\$405,000		\$405,000
Facilities – Collins Street Park Improvements	\$75,000		\$75,000
Facilities – Park Improvements		\$25,000	\$25,000
Facilities – YMCA Roof Repair	\$25,000		\$25,000
Facilities – Boys and Girls Club Art Project	\$30,000	\$18,000	\$48,000
Facilities – Salvation Army Kitchen & Playground	\$75,000	\$100,000	\$175,000
Facilities – Forest Park Community Center		\$50,000	\$50,000
Housing – Senior Housing Repair	\$75,000		\$75,000
Services – Holsten Human Capital	\$90,000		\$90,000
Services – Senior Snow Shovel	\$45,000		\$45,000
General Administration and Planning	\$113,059		\$113,059
	\$933,059	\$193,000	\$1,126,059

The City of Joliet’s FY2021 HOME funds are included in the Will County Action Plan, but are briefly described here as well.

Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

During the FY 2021 CDBG Program Year, the City of Joliet proposes to address the following priority need categories identified in its FY 2020 - 2024 Five Year Consolidated Plan:

Affordable Housing Priority - The need for affordable housing, in general, is common throughout the entire City. However, the need is more acute within the CDBG eligible neighborhoods. These neighborhoods contain a higher number of substandard homes and vacant and blighted properties that decrease the sustainability of the neighborhoods. For the purposes of this plan, affordable housing includes:

- (1) the need to rehabilitate existing affordable housing stock;
- (2) increase the number of affordable housing units; and
- (3) preserve existing affordable housing units that may be lost from the local stock.

Goal #3: Improve Condition of Housing Stock

- Housing – Senior Housing Repair \$75,000

Non-Homeless Special Needs Priority - Non-homeless special needs populations include those are not homeless but require supportive housing and/or services to maintain housing. These populations include the elderly (ages 62 and over), the frail elderly, persons with disabilities, persons recovering from substance abuse, and persons living with HIV/AIDS. These populations often live on fixed incomes and may require housing assistance and supportive services. While some of this need is met by other funding sources, the growing senior population within the City on fixed incomes accounts for a growing level of need.

Goal #2: Improve Public Services

- Services – Senior Snow Shovel \$45,000

Goal #3: Improve Condition of Housing Stock

- Housing – Senior Housing Repair \$75,000

Community Development Priority - A wide variety of capital improvement needs were identified, including improvements for streets, street lights, bike lanes, sewers and drainage. Local stakeholders also cited the need to make improvements to existing facilities that provide services to neighborhood residents, such as community centers and community gardens as well as removal of blight and re-use of available properties. Non-housing community development includes the need for public facilities, infrastructure, public services, and economic development. For the purposes of this plan, the needs described in this category apply mainly to the needs of households and neighborhoods that qualify as low and moderate income, meaning households earning less than 80% of the area median income based on household size.

Goal #1: Improve Neighborhood Infrastructure and Facilities

- Infrastructure – Parks Avenue \$405,000
- Facilities – Collins Street Park Improvements \$75,000
- Facilities – Park Improvements \$25,000
- Facilities – YMCA Roof Repair \$25,000
- Facilities – Boys and Girls Club Art Project \$48,000
- Facilities – Salvation Army Kitchen & Playground \$175,000
- Facilities – Forest Park Community Center \$50,000

Goal #2: Improve Public Services

- Services – Holsten Human Capital \$90,000
- Services – Senior Snow Shovel \$45,000

Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Like most programs and initiatives, the City’s programs during the 2020 calendar year were severely hamstrung by the COVID-19 pandemic. The City received additional allocations of CDBG from HUD in order to address the needs of low and moderate income residents due to the pandemic. The additional funds were provided in order to prepare, prevent, and respond to COVID-19 and its effects on the community. The City allocated the first round of funding to the Spanish Community Center in order to provide rental assistance to households who fell behind on payments because of the lockdowns. The City will soon allocate the remainder of the CDBG COVID funds. The needs of the community are changing significantly as the economy re-opens and the eviction moratorium is set to expire.

Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of all accepted comments received through the public hearing and public comment process will be included in the City’s submission to HUD. For a more detailed description of the citizen participation and consultation process, please refer to Sections AP-10 and AP-12.

Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions that were received have been accepted and incorporated into the planning document as an attachment.

Summary

The goal of the FY 2021 Annual Action Plan is to improve the living conditions for all residents of the City, to create a suitable and sustainable living environment, and to address the housing and community development needs of the City. The FY 2021 Annual Action Plan details activities and programs the City will undertake during the program year beginning October 1, 2021 and ending September 30, 2022.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	JOLIET	

CDBG Administrator	JOLIET	Neighborhood Services Division
HOPWA Administrator		
HOME Administrator	WILL COUNTY	Land Use Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Joliet’s Department of Community and Economic Development, through its Neighborhood Services Division, is the administrating agency for the CDBG program. The Neighborhood Services Division prepares the Consolidated Plan, Annual Action Plans, Environmental Review Records (ERR’s), Consolidated Annual Performance Evaluation Reports (CAPER), as well as handles the monitoring, processing of pay requisitions, contracting, and oversight of the programs on a day to day basis. The City is a member of the Will County HOME Consortium and receives an annual HOME allocation through the Consortium. In addition, the City of Joliet has a private planning consulting firm available to assist the City on an as needed basis.

Consolidated Plan Public Contact Information

Mr. Keith Jorstad
 Director of Neighborhood Services
 City of Joliet
 150 W. Jefferson Street
 Joliet, IL 60432
 Phone: (815) 724-4090
 Fax: (815) 724-4118
 E-mail: kjorstad@joliet.gov
 Website: www.joliet.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

Introduction

While preparing the Consolidated Plan that forms the basis of need for this Annual Action Plan, the City of Joliet consulted with the Joliet Housing Authority, Will County, social services agencies, housing providers, and members of the Will County Continuum of Care. Input from the meetings and consultations were used in the development of the specific goals and strategies to be addressed with FY 2021 CDBG funds.

The City seeks to build better working relationships with service providers in the spirit of increasing coordination between the City's efforts and those of the service providers. This section summarizes the consultation efforts made by the City and details specific information required by HUD in regard to coordination on homeless efforts.

The City has adopted a Citizen Participation Plan (CPP) that outlines the City's policies and procedures for obtaining public input in the planning and decision-making processes associated with the HUD grants. To view a copy of the City's adopted Citizen Participation Plan, please visit:

<https://www.joliet.gov/departments/community-development/hud-notice>

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In order to enhance coordination among community stakeholders, the Neighborhood Services Division and other members of City staff participate in a number of on-going planning efforts. Those most related to the purpose of this Consolidated Plan are the Continuum of Care (discussed in more detail below) and the Will County Housing Thought Leadership Group. The City also maintains on-going relationships with housing providers and service agencies through the day to day administration of the grant programs as these agencies often receive CDBG and HOME assistance to carry out their programs. These include but are not limited to housing providers such as the Joliet Housing Authority, Riverwalk Homes, Cornerstone Services, Habitat for Humanity, and Will County Center for Community Concerns. Service providers include Senior Services of Will County, Spanish Community Center, Catholic Charities, and Agape Mission. The City works closely with the Continuum of Care (see below) and Housing Authority, which is the largest affordable housing provider in the area. The City has consulted the housing authority on projects in the past and will continue to support housing authority efforts to expand the supply of affordable housing stock within the area.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Joliet is a member of the Will County Continuum of Care. The Joliet/ Bolingbrook/ Will County Continuum of Care is administered by the Will County Center for Community Concerns. The City's Director of Neighborhood Services sits on the Joliet/Bolingbrook/Will County Continuum of Care Leadership Committee as the Vice-Chair and acts as the City's representative. The City coordinates its

activities with the Continuum of Care and supports its applications for funding. The City helps the Joliet/Bolingbrook/Will County Continuum of Care to address homelessness by working together to develop a framework to deliver housing and supportive services to the homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The Will County Continuum of Care (CoC) is a collaborative effort of homeless service providers serving Will, Kendall, and Grundy County to develop collaborative approaches to homelessness in the area. The CoC is responsible for the coordination and administration of homeless assistance grants received directly from HUD.

The City does not receive an allocation of the Emergency Solutions Grant (ESG) directly. The CoC does receive ESG from both the County and the State of Illinois. The City serves on the CoC's Leadership Committee and participates in the planning and organization of the CoC, including development of policies, priorities, and strategies related to homeless programs, including the administration of ESG monies.

The Joliet/Bolingbrook/Will County Continuum of Care is comprised of four (4) other committees: the Housing/Plan to End Homelessness Committee; Education/Support Services Committee; Grants Funding and Ranking Committees; and Consumer Committee.

Housing/Plan to End Homelessness Committee: Strategically plan and coordinate CoC efforts relating to all housing issues which include: Coordinated Assessment, Point-In-Time Counts, Housing Inventory, Homeless Prevention, Rapid Re-Housing, Emergency Shelter, Transitional Housing, Permanent Supportive Housing, and access to affordable housing resources in the community. The Committee/members collaborate with advocacy organizations and other local, state, and national planning entities; oversee discharge planning and disaster preparedness initiatives; provide ongoing development of the 10-Year Plan; and plans interventions for chronically homeless persons.

Education/Support Services Committee: Strategically plan and coordinate CoC efforts relating to education or support service issues which include: access to mainstream benefits; planning/hosting the annual Mainstream Benefits Forum, Information Forum, and Education Symposium trainings; develop practices to ensure that all homeless children are enrolled in school and connected to appropriate services within the community; coordinate specialized education and training to clients in supportive housing; address employment and transportation related issues; and provide networking, general support, and/or technical assistance to direct client service staff or local homeless services providers, mainstream benefit providers, and school district homeless liaisons.

Grants Funding and Ranking Committees: The Grants Funding Committee is comprised of CoC-funding applicants, oversees CoC project and consolidated applications, identifies funding opportunities, and ensures equal opportunity of all organizations that wish to pursue funding opportunities. The Ranking Committee is comprised of objective, unbiased, third-party community members from non-CoC funded organizations; reviews projects for selection and prioritization in the CoC NOFA competition and other

CoC funding opportunities (i.e., ESG program); systematically analyzes project performance; and reviews monitoring/auditing as is required or necessary.

Consumer Committee: The conduit by which homeless and formerly homeless persons participate in the community’s planning efforts and take action to prevent and end homeless in Will County. Acts as the medium between consumers of homeless services and CoC; reaches out to consumers and represents their needs to the CoC; advocates for

the needs of consumers in the community; networks within the community and with other communities and provide and receive information on best practices and innovative solutions toward preventing and ending homelessness; and by being a resource for and advising other CoC committees in regard to their roles and tasks within the CoC.

Agencies, groups, organizations and others who participated in the process and consultations.

1	Agency/Group/Organization	HOUSING AUTHORITY OF THE CITY OF JOLIET
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the needs of the City of Joliet's public housing population.
2	Agency/Group/Organization	CATHOLIC CHARITIES OF THE DIOCESE OF JOLIET, INC. - JOLIET
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet.
3	Agency/Group/Organization	Holsten Human Capital Development
	Agency/Group/Organization Type	Housing Business Leaders Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the housing needs of the City of Joliet, and specifically those of the residents of Riverwalk Homes and the surrounding area.
4	Agency/Group/Organization	HABITAT FOR HUMANITY - WILL COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the housing needs of the City of Joliet.

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7	Agency/Group/Organization	CSC of Northern Will County
	Agency/Group/Organization Type	Services-Counseling Services-Housing
	What section of the Plan was addressed by Consultation?	Housing Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet.
8	Agency/Group/Organization	The Community Foundation of Will County
	Agency/Group/Organization Type	Planning organization Civic Leaders Community Development Financial Institution Foundation
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet.
9	Agency/Group/Organization	WILL COUNTY CENTER FOR COMMUNITY CONCERNS, INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children

		Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the homeless needs of the City of Joliet.
10	Agency/Group/Organization	Amita Health Care
	Agency/Group/Organization Type	Housing Homelessness Services - Housing Services - Elderly Persons Services - Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the housing and social service needs of the City of Joliet.
11	Agency/Group/Organization	Easter Seals
	Agency/Group/Organization Type	Services-Employment Services-Disabled
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet.
12	Agency/Group/Organization	Senior Services of Will County

	Agency/Group/Organization Type	Services - Elderly
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the needs of seniors in the City of Joliet.
13	Agency/Group/Organization	Illinois Realtors
	Agency/Group/Organization Type	Housing Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the housing needs of the City of Joliet.
14	Agency/Group/Organization	Cornerstone Services, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet.

15	Agency/Group/Organization	Morningstar Mission Ministries
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the homeless needs of the City of Joliet.
16	Agency/Group/Organization	Greater Joliet Area YMCA
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet during the FY 2015 Program Year. The needs have not changed.
17	Agency/Group/Organization	Crisis Line
	Agency/Group/Organization Type	Services – Mental Health Services – Information and Referral
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet.

	consultation or areas for improved coordination?	
18	Agency/Group/Organization	Midlands State Bank
	Agency/Group/Organization Type	Lender Civic Leader
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the banking and housing needs of the City of Joliet.
19	Agency/Group/Organization	Will County
	Agency/Group/Organization Type	Local Government Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the needs of the City of Joliet and the surrounding area.
20	Agency/Group/Organization	South Suburban Land Bank
	Agency/Group/Organization Type	Housing Economic Development
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the needs of the City of Joliet.

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	consultation or areas for improved coordination?	
21	Agency/Group/Organization	AGAPE Missions
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service needs of the City of Joliet.
22	Agency/Group/Organization	Will County Center for Economic Development
	Agency/Group/Organization Type	Services-Employment Regional organization Planning organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the economic development needs of the City of Joliet.
23	Agency/Group/Organization	Illinois Department of Public Health
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was	Lead poisoning prevention.

	consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
23	Agency/Group/Organization	Spanish Community Center
	Agency/Group/Organization Type	Services – Children Services – Employment Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the social service, housing, and economic development needs of the City of Joliet.
23	Agency/Group/Organization	Veterans Assistance Commission
	Agency/Group/Organization Type	Services – Veterans Public Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted through a combination of meetings, interviews, and phone calls to ascertain the needs of veterans in the City of Joliet.

Identify any Agency Types not consulted and provide rationale for not consulting

All known agencies, by types of services provided, were consulted and contacted during the planning process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
CoC Planning Documents	Will County Center for Community Concern	The funding priorities and goals established by the CoC helped inform the priorities of this Consolidated Plan.
2020 Draft Analysis of Impediments to Fair Housing Choice	Joliet Housing Authority	The findings and recommendations of this fair housing study will guide administrative policies set forth in this plan.
WCCC 2019 Action Plan	Will County Center for Community Concern	This plan guides the use of CSBG and provided data to help identify priorities for this Con Plan.
Goto2050	Chicago Metropolitan Agency for Planning (CMAP)	This regional plan provides context to how the City plan fits within the overall region.
Will County Community Health Status Assessment	Will County MAPP Collaborative	The funding priorities and goals helped inform the priorities of this Consolidated Plan.
Moving Will County Land Use and Market Analysis	CMAP / Lakota Group	This study provided detailed data on the regional market.

Table 3 – Other local / regional / federal planning efforts

Narrative

As described above, the City works closely with the County on most community development and affordable housing issues as part of the Joliet/Will County HOME Consortium. The City is working very closely with the Will County State’s Attorney office to receive referrals for its tenant-based rental assistance program.

The City also works with the State of Illinois in a number of ways, including the administration of state funds for the elimination of blighted structures within the City.

AP-12 Participation - 91.401, 91.105, 91.200(c)

Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting.

To solicit public input during the planning process, the City follows its adopted Citizen Participation Plan (CPP). This includes holding a public hearing to solicit public comment and publication of the draft plan to receive public comment. A summary of opportunities to engage in the planning process is provided below.

The City provided public notice on June 9, 2021 that the plan was available for review and public comment. The City also posted the availability of the plan via social media. The draft plan was published to the City’s website at <https://www.joliet.gov/departments/community-development/hud-notice> and paper copies were made available for review at City of Joliet City Hall located at 150 W. Jefferson Street, Joliet, Illinois 60432.

Public comments were accepted from June 9th to July 9th, 2021. The City held a public hearing on June 15th. No public comments were received. The City will continue to accept public comments throughout the year and will incorporate any comments received after submission of the plan to HUD in its annual performance report.

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Comments not accepted and reasons
Public Comment Period	<ul style="list-style-type: none"> • Minorities • Non-English Speaking • Persons with disabilities • Non-targeted/broad community • Residents of Public and Assisted Housing 			
Public Hearing	<ul style="list-style-type: none"> • Minorities • Non-English Speaking • Persons with disabilities • Non-targeted/broad community • Residents of Public and Assisted Housing 			

Table 4 – Citizen Participation Outreach

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Joliet will receive \$933,059 as its CDBG allocation. The City does expect any program income. In addition to its annual allocation, the City is proposing to reallocate \$193,000 of CDBG funds from previous allocations. The City’s HOME funds are included as part of the Will County Consortium.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available During Program Year				Remainder of Con Plan
			Annual Allocation	Program Income	Prior Year Resources	Total	
CDBG	public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$933,059	\$0	\$193,000	\$1,126,059	3,000,000

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The City only receives CDBG funds. While CDBG funds do not require matching funds, grantees are encouraged to use CDBG funds to leverage additional funding sources. In the current program year, the City will invest CDBG funds in a number of community facility improvements. The City encourages its subrecipients to leverage its investment with other funding sources, including donations, sponsorships, and other grant sources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City owns a number of vacant parcels acquired through tax sale or foreclosure on clearance liens. In the past, the City has made these properties available to affordable housing developers who express an interest in redeveloping these lots into affordable housing. The City recently tried to work with a local non-profit to redevelop three available lots only to determine the environmental remediation of the properties rendered the development infeasible. Given current market, the demand for new homes in areas with the vacant lots does not support the development costs without deep subsidies. Given this, the City does not foresee the available properties playing a large role in its current strategies.

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goal #	Goal Name	Category	Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Neighborhood Infrastructure and Facilities	Non-Housing Community Development	CDBG Eligible Areas	Community Development Priority	CDBG: \$803,000	Facilities: 7
2	Improve Public Services	Non-Housing Community Development	Citywide	Community Development Priority	CDBG: \$255,000	Persons Assisted: 500
3	Improve Condition of Housing Stock	Affordable Housing	Citywide	Housing Priority	CDBG: \$75,000	Housing Units: 75
4	Eliminate Blighted Conditions	Non-Housing Community Development	Citywide	Community Development Priority	None*	Buildings Demolished: 4
5	Planning, Administration, and Capacity Building	All	Citywide	All	CDBG: \$113,059	Organizations: 4

Table 3 – Goals Summary

Goal Descriptions

1. Improve Neighborhood Infrastructure and Facilities

The City’s primary goal for the purpose of this Consolidated Plan is to improve the sustainability of older, low- and moderate-income neighborhoods within the City. The City will pursue this goal by investing in neighborhood infrastructure such as streets, sidewalks, flood drainage, water lines, and sanitary sewer improvements. The City will also invest in neighborhood facilities that provide access to crucial services for residents.

2. Improve Public Services

The City will use available federal resources to increase access and availability of crucial social services to low- and moderate-income persons. Eligible public services include those targeted to specific populations, such as homeless, at-risk youth, young families (child care), seniors, and the disabled. They also include programs aimed at increasing access to economic opportunity, such as job training and supportive services, and improving community health, such as programs that increase access to health care, mental health, and healthy food.

3. Improve Condition of Housing Stock

The City will use available federal resources to support rehabilitation programs. Given the limited amount of resources and the expense of rehabilitation programs, the City will use available resources for limited repair programs that serve a specific purpose, such as assisting a senior or disabled household

remain in their home, increasing security, or addressing the hazards of lead-based paint. The City will also consider funding rehabilitation programs and projects if the CDBG funds are able to leverage other funding.

4. Eliminate Blighted Conditions

The City will use available federal resources to demolish and clear blighted structures from CDBG target areas. The immediate purpose of this goal is to remove conditions that have adverse effects on the health, safety, and livability of the service areas. The long-term goal of the program is to re-purpose the available land for new housing or other redevelopment opportunities and to attract private investment into the neighborhoods.

5. Planning, Administration, and Capacity Building

The City will use available federal funds to comply with the planning, administrative, and reporting requirements associated with the HUD grants. This goal includes actions to affirmatively further fair housing, conduct neighborhood planning efforts, and increase capacity of local stakeholders through technical assistance.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Joliet proposes to undertake the following activities with the available CDBG funds:

#	Project Name
1	Facility Improvements -Salvation Army
2	Facility Improvements -Greater Joliet YMCA
3	Facility Improvements- Forest Park Community Center
4	Facility Improvements - Collins Street Park
5	Facility Improvements - Forest Park
6	Facility Improvements -Boys and Girls Club
7	Infrastructure – Parks Avenue
8	Services - Holsten Human Capital Services at Riverwalk
9	Services – Senior Snow Shovel
10	Senior Housing Repair
11	CDBG General Administration

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

CDBG funds are intended to provide low- and moderate-income households with viable communities, including decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilitates and improvements, housing rehabilitation and preservation, affordable housing development activities, public services, economic development, planning, and administration.

The system for establishing the priority for the selection of these projects is predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of very-low, low-, and moderate-income residents
- Focus on low- and moderate-income areas or neighborhoods
- Coordination and leveraging of resources
- Response to expressed needs
- Sustainability and/or long term impact
- The ability to measure or demonstrate progress and success

The allocations and priorities were established through discussions with City and County decision makers, meetings with stakeholders, and public meetings. The largest obstacle to addressing the City's underserved needs are financial in nature; there is a need for additional federal, state, and local funding to undertake additional housing and community development projects.

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1	Project Name	Community Facility Improvements -Salvation Army
	Target Area	Southeast
	Goals Supported	Improve Neighborhood Infrastructure and Facilities
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$75,000 CDBG Re-Programmed Prior Year Funds: \$100,000
	Description	City proposes to fund the Salvation Army to provide services to low and moderate income persons. Funds will be used to distribute locally grown food, purchase kitchen and playground equipment, provide kitchen renovations, and cover other program-related costs.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 5,000 low/mod persons will benefit from this activity.
	Location Description	300 3rd Ave, Joliet, IL 60433
Planned Activities	The National Objective is Low-Mod Area (LMA), The Matrix Code is 03E, Neighborhood Facilities.	

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2	Project Name	Community Facility Improvements -Greater Joliet YMCA
	Target Area	Citywide
	Goals Supported	Improve Neighborhood Infrastructure and Facilities
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$25,000
	Description	City proposes to fund the Greater Joliet YMCA to replace the roof over the multipurpose room at the Galowich Family YMCA. This roof replacement will ensure this 800 square foot of indoor space is available for consistent use in the future to serve LMI YMCA participants.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 81 low/mod persons will benefit from this activity.
	Location Description	749 Houbolt Road, Joliet IL 60431
	Planned Activities	The National Objective is Low/Mod Limited Clientele (LMC) 570.208(a)(2). The Matrix Code is 03E, Neighborhood Facilities.

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3	Project Name	Community Facility Improvements- Forest Park Community Center
	Target Area	Forest Park
	Goals Supported	Improve Neighborhood Infrastructure and Facilities
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$50,000
	Description	City proposes to fund the Forest Park Community Center to make needed improvements to the aging building, including façade work, improvements to the lighting, and accessibility improvements.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 2,000 low/mod persons will benefit from this activity.
	Location Description	1017 Woodruff Rd, Joliet, IL 60432
	Planned Activities	The National Objective is Low/Mod Area (LMA). The Matrix Code is 03E, Neighborhood Facilities.

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4	Project Name	Community Facility Improvements - Collins Street Park
	Target Area	Collins Street neighborhood and Forest Park
	Goals Supported	Improve Neighborhood Infrastructure and Facilities
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$75,000
	Description	City proposes to fund The Joliet Area Historical Museum (JAHM) to establish the Public Native Gardens on a vacant lot on Collins Street. The renovated space will include interactive and educational displays and public green space.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 17,900 low/mod persons will benefit from this activity.
	Location Description	1125 N. Collins Street Joliet, IL 60432
Planned Activities	The National Objective is Low-Mod Area (LMA), The Matrix Code is 03F, Park Facilities.	

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5	Project Name	Community Facility Improvements – Forest Park
	Target Area	Forest Park (CT 8812)
	Goals Supported	Improve Neighborhood Infrastructure and Facilities
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$25,000
	Description	City proposes to fund various improvements to the Forest Park. Potential improvements include the addition of water fountains, improvements to the entryway and to the existing ball fields and equipment.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 5,000 low/mod persons will benefit from this activity.
	Location Description	Rosalind and Cutter Joliet, IL 60432
Planned Activities	The National Objective is Low-Mod Area (LMA), The Matrix Code is 03F, Park Facilities.	

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6	Project Name	Community Facility Improvements - Boys and Girls Club
	Target Area	Census Tracts 8819, 8820, and 8812
	Goals Supported	Improve Neighborhood Infrastructure and Facilities
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$30,000 CDBG Reprogrammed funds: \$18,000
	Description	City proposes to fund the Boys and Girls Club of Joliet to create a large art installation on an interior wall of the multipurpose room of the Boys and Girl's Club's main building, incorporating both a painted mural background and a wooden, three-dimensional tree sculpture, which will allow children to design, paint, and create personalized wooden tree leaves working together with local artists, thereby delivering art education for the children while expressing community identity among the constituencies that the Boys and Girls Club serves.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 300 low/mod persons will benefit from this activity.
	Location Description	226 E. Clinton St., Joliet IL 60432
Planned Activities	The National Objective is Low/Mod Limited Clientele (LMC) 570.208(a)(2). The Matrix Code is 03E, Neighborhood Facilities.	

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7	Project Name	Infrastructure – Parks Avenue
	Target Area	Parks Avenue (CT 8813)
	Goals Supported	Improve Neighborhood Infrastructure and Facilities
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$405,000
	Description	Funds will be used to make needed improvements to the street surface and the aging water main that runs along Parks Avenue.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 3,290 people will benefit from this activity.
	Location Description	Parks Avenue, Joliet IL 60432.
	Planned Activities	The National Objective is Low/Mod Area Benefit (LMA) 570.208(a)(1). The Matrix Code is 03K, Street Improvements

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8	Project Name	Public Services- Holsten Human Capital Services at Riverwalk
	Target Area	Riverwalk Homes and surrounding area (CT 8819)
	Goals Supported	CD-3 Public Service
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$90,000
	Description	CDBG funds will be used to support public service programs for residents of the Riverwalk Homes development and the surrounding area.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1,000 persons
	Location Description	Riverwalk Homes 316 Spring St, Joliet, IL 60435
	Planned Activities	The National Objective is Low/Mod Limited Clientele (LMC) 570.208(a)(2). The Matrix Code is 05 Public Services.

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9	Project Name	Public Services- Senior Snow Shovel
	Target Area	Citywide
	Goals Supported	Improve Public Services
	Needs Addressed	Non-Housing Community Development Non-Homeless Special Needs
	Funding	CDBG: \$45,000
	Description	CDBG funds will subsidize a Snow Shovel Program that serves seniors and disabled households.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	130 persons
	Location Description	Citywide
Planned Activities	The National Objective is Low/Mod Limited Clientele (LMC) 570.208(a)(2). The Matrix Code is 05 Public Services.	

10	Project Name	Housing Rehabilitation - Senior Services
	Target Area	Citywide
	Goals Supported	Improve Condition of Housing Stock
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$75,000
	Description	CDBG funds will be provided to Senior Services of Will County to make minor repairs for elderly homeowners.
	Target Date	09/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	75 homeowners
	Location Description	Scattered sites throughout the City.
	Planned Activities	The National Objective is Low/Mod Housing Benefit (LMH) 570.208(a)(3). Matrix Code 14A Single-Unit Rehabilitation.

City of Joliet 2021 Annual Action Plan

11	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Planning, Administration, and Capacity Building
	Needs Addressed	Administration, Planning, and Management Priority
	Funding	CDBG: \$113,059
	Description	Overall program administration of the CDBG Program including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation. Participating Jurisdictions are allowed to allocate 20% of its annual funding for this purpose.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable for General Administration.
	Location Description	This activity will take place throughout the City of Joliet.
Planned Activities	The National Objective is not applicable. The Matrix Code is 21A, General Program Administration 570.206.	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has identified a number of census tracts that have relatively high poverty rates and high concentrations of minority residents, including Census Tracts 8819, 8820, 8812, and 8813. In the current program year, the City will make investments and support programs within those Census Tracts.

Geographic Distribution

Target Area	Amount	Percent
Citywide / Non-area specific	\$233,059	21%
Services – Snow Shovel (\$45,000)		
Housing – Senior Repair (\$75,000)		
Administration (\$113,059)		
RECAP Census Tracts		
Infrastructure – Parks Ave (\$405,000)	\$893,000	79%
Facilities – YMCA (\$25,000)		
Facilities – Collins Street Park (\$75,000)		
Facilities – Salvation Army (\$175,000)		
Facilities – Forest Park Community Center (\$50,000)		
Facilities – Forest Park (\$25,000)		
Facilities – Boys and Girls Club Art Project (\$48,000)		
Services – Riverwalk Homes (\$90,000)		
Other CDBG Eligible Areas	\$0	0%

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

The City is committed to providing a suitable living environment, decent and affordable housing, and access to economic opportunity to all of its residents. As Joliet has grown and expanded over the years, some of the older neighborhoods closest to the downtown area and the eastern portion of the City have suffered from private disinvestment and shifts in the local economy. The City will prioritize the use of its CDBG funds in low- and moderate-income neighborhoods, including the three census tracts identified as having both high poverty rates and high minority concentrations in an effort to improve the sustainability of those neighborhoods.

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

HOME-funded activities are included as part of the Will County HOME Consortium. The City will undertake the following affordable housing activities with CDBG funds in the upcoming program year.

- Senior Housing Repair: 75 owner rehabilitations

The tables below only include affordable housing projects that satisfy the HOME definition of affordable housing. As such, the Housing Rehabilitation program listed above does not qualify and is not included.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Regulatory barriers to affordable housing are public processes and requirements that significantly impede the development of affordable housing without commensurate health or safety benefits. These barriers can increase development costs by as much as 35 percent. A number of causes, including infrastructure costs, local building practices, bureaucratic inertia, and property taxes contributed to this network of barriers. When partnered with the Not In My Back Yard (NIMBYism) opposition that often arises against the location of affordable housing units, new developments struggle to get past the initial feasibility stages.

Planned Actions

The City's actions to address barriers are part of the Will County HOME Consortium's overall strategy. The County is in the process of developing County-wide policies which will provide a framework for all communities and builders within the area. The City will continue to participate in the Will County Housing Thought Leadership Group which is a vehicle to foster the following strategies to address current barriers to affordable housing.

- Encourage redevelopment and infill to allow efficient use of existing housing stock and infrastructure
- Allow development of diverse housing types including multifamily
- Accommodate additional housing units in developed areas
- Support housing options for varying incomes and lifestyle choices and changes
- Promote equitable, fair, and inclusive development
- Practice responsible and sensible land use by supporting TOD, employment center housing, mixed use, low impact development
- Encourage housing that is accessible by a variety of transportation options
- Remove barriers to accessible and affordable housing development
- Cultivate an environment supportive of public and private funding partnerships
- Encourage sustainability through conservation and efficiencies
- Create Affordable Housing Fund. Request the County Board to match the HOME Program to provide additional funds for affordable housing goals

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Joliet has developed the following actions which address obstacles to meeting underserved needs, foster affordable housing, reduce lead-based hazards, reduce the number of poverty families, develop institutional structures, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs.

The City has identified a lack of capacity among subrecipients to carry out CDBG-funded activities as an obstacle to meeting underserved needs. To address this obstacle, the City will work to expand its own internal capacity to provide technical assistance to new and existing organizations.

Actions planned to foster and maintain affordable housing.

The City will act as a subrecipient to Will County as part of the Joliet/Will County HOME Consortium. As a subrecipient, the City will support HOME-funded projects, including tenant-based rental assistance and CHDO development, that will directly increase the number of affordable housing units within the City.

Actions planned to reduce lead-based paint hazards.

The City of Joliet provides purchasers of pre-1978 built city-owned houses with the lead pain pamphlet, "Protect Your Family From Lead in Your Home." The City also requires contractors to follow HUD's lead-based paint regulations for construction and rehabilitation projects funded through the CDBG and HOME programs. Work write-ups for projects include a section on lead-based paint testing and abatement when necessary under the current regulations. The City also includes a section on Residential Lead Paint Disclosure Requirements in the Landlord Conference. Staff continues to attend training on these requirements.

Actions planned to reduce the number of poverty-level families.

The City's anti-poverty strategy has two main components. First, the City will continue to support efforts to create economic opportunities through business attraction, retention, and supporting workforce development. These efforts will be funded with non-CDBG funds. The City will use CDBG funds to provide assist non-profits that help poverty-stricken families gain self-sufficiency skills. This includes provision of funding to Holsten Community Capital to provide social service programs at Riverwalk Apartments and the funding of capital improvement projects for non-profits, such as the Spanish Community Center, to maintain their facilities in order to continue the delivery of needed services.

Actions planned to develop institutional structure.

The City will focus on two initiatives during the program year. First, the City will provide technical assistance to new and existing organizations in an effort to increase their capacity to deliver federally funded programs. In the drafting of this document, the City has had a number of conversations with stakeholders that serve the CDBG areas, including Riverwalk Homes, Bi-Centennial Bluffs neighborhood association, Forest Park Community Center, and the Eastside Neighborhood Council. The City will also

provide financial support to the local Continuum of Care to craft a new strategic plan to increase operational efficiency among the various homeless service providers.

Actions planned to enhance coordination between public and private housing and social service agencies.

The City will continue to serve on the Executive Committee for the local Continuum of Care. In addition, the City will be partnering with the County and other community stakeholders to fund a new strategic plan for the local Continuum of Care.

The City will also participate in the local Will County Housing Thought Leadership Group. This group is taking the lead on advocating for more housing options within the area, including multifamily and affordable housing options. The group is also working to increase coordination between local community stakeholders, non-profits, developers, and local government to address housing issues within the County.

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City of Joliet will receive an annual allocation of CDBG funds in the amount of \$933,059 and does not anticipate any program income for the year. The City will receive an allocation of HOME funds through the Will County HOME Consortium. Since the City receives an annual CDBG allocation, the questions below have been completed as applicable.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|---|
| 1. The amount of urgent need activities | 0 |
|---|---|

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 95%



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 355-21

File ID: 355-21

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2021

Final Action:

Title: Resolution Approving the CDBG FY 2021 Annual Action Plan to the 2020-2024 Consolidated Plan

Attachments: Resolution, FY2021 City of Joliet Action Plan

Entered by: kjorstad@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/12/2021	Keith Jorstad	Approve	7/14/2021
1	2	7/13/2021	Eva-Marie Tropper	Approve	7/14/2021
1	3	7/14/2021	Sabrina Spano	Approve	7/15/2021
1	4	7/14/2021	James V. Capparelli	Approve	7/16/2021



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 356-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Resolution Accepting a Public Utility Easement from JMF Industries LLC (PIN 05-06-11-409-021-0000) for the Essington and Jefferson Interceptor Sewer Project

BACKGROUND:

On January 5, 2021 the Mayor and City Council awarded the Essington and Jefferson Interceptor Sewer Project to Len Cox and Sons. The project includes replacing the existing lift station and force main that are undersized and at the end of their useful life with a gravity interceptor on Jefferson Street. A public utility easement is required due to existing utility conflicts at the north west corner of Jefferson Street and Essington Road. The property, PIN No. 05-06-11-409-021-0000, will be restored to preconstruction conditions following completion of the work. The Public Service Committee will review this matter.

CONCLUSION:

The Administration has reached an agreement with the owner of PIN 05-06-11-409-021-0000 (JMF Industries LLC) for the negotiated value of \$2,000.00 for the public utility easement and has prepared the attached Resolution and Agreement accepting the permanent easement necessary. The appraised value for the easement was \$1,400.00. The alternative to accepting the negotiated value is eminent domain. The additional attorney fees, appraisal and opinion witness costs would far exceed the additional \$600.00 requested by the property owner.

Sufficient funds exist utilizing the Water & Sewer Improvement Fund / Sewer / Land (Org 50180020, Object 557100, Project 16126, \$2,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the attached Resolution be approved authorizing the Administration to accept the public utility easement document on behalf of the City. It is also recommended that payment, in the amount of \$2,000.00, be authorized to JMF Industries LLC.

RESOLUTION NO. _____

RESOLUTION ACCEPTING GRANT OF EASEMENT

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, as follows:

SECTION 1: The City Manager is authorized to accept the easement instruments on behalf of the City of Joliet. The City Clerk is authorized to record the easement instruments with the Will County Recorder.

SECTION 2: Payment in the amount of \$2,000.00 is authorized to JMF Industries LLC

SECTION 3: This Resolution is adopted pursuant to the home rule authority of the City of Joliet and is specifically intended to preempt and supersede any statute in conflict herewith or that may establish additional requirements, conditions or limitations on the transfer of interests in real property.

SECTION 3: This Resolution shall take effect upon its passage.

PASSED this _____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, **JMF Industries LLC**, an Illinois limited liability company, with an address at 3216 Jeffrey Drive, Joliet, IL 60431 for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby **GRANT and CONVEY** unto the Grantee, the **CITY OF JOLIET**, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a permanent non-exclusive public sanitary sewer utility easement for the construction, operation, maintenance, replacement and relocation of a gravity sanitary sewer, manholes and related appurtenances (the “**Permitted Improvements**”), in, under, over, and upon the real property legally described as follows (the “**Public Utility Easement Tract**”):

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO THE CITY OF JOLIET OVER THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE FOUND NAIL AT SOUTHEAST QUARTER OF SECTION 11 IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 58 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 77.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 30 SECONDS WEST, A DISTANCE OF 33.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF JEFFERSON STREET DEDICATED BY DOCUMENT NUMBER 948021, IN WILL COUNTY, ILLINOIS; BEING ALSO THE POINT OF BEGINNING THENCE NORTH 01 DEGREES 58 MINUTES 59 SECONDS WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF ESSINGTON ROAD, A DISTANCE OF 23.01 FEET; THENCE SOUTH 64 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 56.10 FEET TO A POINT ON THE SAID NORTH LINE OF JEFFERSON STREET; THENCE NORTH 89 DEGREES 06 MINUTES 20 SECONDS EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF JEFFERSON STREET, A DISTANCE OF 51.60 FEET TO THE POINT OF BEGINNING.

PIN: 05-06-11-409-021-0000 (partial)

A Plat of Easement depicting the Public Utility Easement Tract is attached hereto as Exhibit “A” and incorporated herein by reference

Unless otherwise set forth herein, the easements granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantor. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantor's property in connection with the project, and its maintenance and operation.

2. The rights granted herein shall include, but not be limited to, the removal or relocation of landscaping, fencing, brush, debris or similar material which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Utility Easement Tract.

3. Full and complete title, ownership and use of the Public Utility Easement Tract are hereby reserved to Grantor subject only to the right, permission and authority expressly granted to the Grantee in this instrument.

4. Title to the Permitted Improvements installed within the Public Utility Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

5. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Public Utility Easement Tract to its original grade and condition. If the existing flagpole or sign are disturbed, the Grantee will replace the flagpole and sign to their present condition.

6. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantor, and Grantor's heirs, successors, assigns and subsequent grantees and the Grantee and its successor corporate authorities, successor municipal corporations, agents, licensees, successors and assigns.

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantor from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantor (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantor, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantor shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers

compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. The Grantee acknowledges that it has physically inspected the Public Utility Easement Tract and accepts the easement with full knowledge of their condition. Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use of the Easement Tracts.

9. The Grantee agrees to pay the Grantor a fee of \$2,000 in exchange for the granted public utility easement.

10. The Grantee agrees that the cemetery's entrance will remain open during all construction activities and that no traffic will be detoured through the Grantor's parking lot.

11. The Grantee's selected contractor will add JMF Industries as additional insured and will complete pre-construction video/pictures prior to working near the property. Any damage to the Grantor's property due to construction activities will be repaired or replaced by the contractor.

12. The Grantee will coordinate all work within the public utility easement with the Grantor and the Grantee's selected contractor will take action to minimize any disruption to memorial services at the Farkas Funeral Home.

13. The Grantee agrees, upon completion of the installation of the Permitted Improvements, the Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of the Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from the Grantor's Property that has been displaced by the placement of the Permitted Improvements. The Grantee shall require its contractor to compact the clay that is replaced in the excavated area and to improve or return the topography of the land to its original condition. The depth of topsoil after any construction activities shall be restored to its existing depth.

14. The Grantee agrees to restore the public utility easement and parkway adjacent to the Grantor's property within two weeks of the completion of the work adjacent to 3201 W. Jefferson Street. If the Grantee's contractor fails to restore the property within two weeks, the Grantee will hire another contractor to complete the restoration work.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this _____ day
of _____, 2021.

JMF Industries LLC

BY: _____

Print name and title

ATTEST:

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that _____, personally known to me to be the same person (s) whose name (s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the foregoing instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Notary Public

PREPARED BY/RETURN TO THE GRANTEE:
City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 339-21

File ID: 339-21

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/25/2021

Final Action:

Title: Resolution Accepting a Public Utility Easement from JMF Industries LLC (PIN 05-06-11-409-021-0000) for the Essington and Jefferson Interceptor Sewer Project

Attachments: Resolution, Easement Agreement for Parcel 0004.pdf,
Easement Exhibit for Parcel 0004.pdf

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/29/2021	Allison Swisher	Approve	7/1/2021
1	2	6/29/2021	James Ghedotte	Approve	7/1/2021
1	3	6/29/2021	Sabrina Spano	Approve	7/1/2021
1	4	6/30/2021	James V. Capparelli	Approve	7/1/2021



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 356-21

File ID: 356-21

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2021

Final Action:

Title: Resolution Accepting a Public Utility Easement from JMF Industries LLC (PIN 05-06-11-409-021-0000) for the Essington and Jefferson Interceptor Sewer Project

Attachments: Resolution, Easement Agreement for Parcel 0004.pdf,
Easement Exhibit for Parcel 0004.pdf, Approver
Report

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/13/2021	Allison Swisher	Approve	7/15/2021
1	2	7/13/2021	James Ghedotte	Approve	7/15/2021
1	3	7/14/2021	Sabrina Spano	Approve	7/15/2021
1	4	7/14/2021	James V. Capparelli	Approve	7/16/2021



Memo

File #: 357-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Resolution Accepting a Public Utility Easement and Temporary Construction Easement from Stonemor Illinois LLC (PIN 05-06-11-409-033-0010; -0020) for the Essington and Jefferson Interceptor Sewer Project

BACKGROUND:

On January 5, 2021 the Mayor and City Council awarded the Essington and Jefferson Interceptor Sewer Project to Len Cox and Sons. The project includes replacing the existing lift station and forcemain that are undersized and at the end of their useful life with a gravity interceptor on Jefferson Street. A public utility easement is required to install the sanitary interceptor because the IDOT ROW does not extend to the same width in front of the entrance to Woodlawn Memorial Park II. In addition, a temporary construction easement is needed to the west of the entrance to allow for completion of construction. The property, PIN No's. 05-06-11-409-033-0010; -0020, will be restored to preconstruction conditions following completion of the work. The Public Service Committee will review this matter.

CONCLUSION:

The Administration has reached an agreement with the owner of PINs 05-06-11-409-033-0010; -0020 for the appraised value of \$5,200.00 for the easement and has prepared the attached Resolution and Agreement accepting the permanent and temporary easements necessary. The Administration has also reached an agreement with the owner for a \$450 landscaping voucher to waive the replacement of the trees required for removal.

Sufficient funds exist utilizing the Water & Sewer Improvement Fund / Sewer / Land (Org 50180020, Object 557100, Project 16126 \$5,650.00).

RECOMMENDATION:

Based on the above, it is recommended that the attached Resolution be approved authorizing the Administration to accept the public utility easement and temporary construction easement document on behalf of the City. It is also recommended that payment, in the amount of \$5,650.00, be authorized to Stonemor Illinois LLC.

RESOLUTION NO. _____

RESOLUTION ACCEPTING GRANT OF EASEMENT

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, as follows:

SECTION 1: The City Manager is authorized to accept the easement instruments on behalf of the City of Joliet. The City Clerk is authorized to record the easement instruments with the Will County Recorder.

SECTION 2: Payment in the amount of \$5,650.00 is authorized to Stonemor Illinois LLC.

SECTION 3: This Resolution is adopted pursuant to the home rule authority of the City of Joliet and is specifically intended to preempt and supersede any statute in conflict herewith or that may establish additional requirements, conditions or limitations on the transfer of interests in real property.

SECTION 3: This Resolution shall take effect upon its passage.

PASSED this _____ day of _____, 2021.

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, **Stonemor Illinois LLC**, an Illinois limited liability company, with an address at 3600 Horizon Boulevard, Suite 100, Trevoese, PA 19053 for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby **GRANT and CONVEY** unto the Grantee, the **CITY OF JOLIET**, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a permanent non-exclusive public sanitary sewer utility easement for the construction, operation, maintenance, replacement and relocation of a gravity sanitary sewer, manholes and related appurtenances (the “**Permitted Improvements**”), in, under, over, and upon the real property legally described as follows (the “**Public Utility Easement Tract**”):

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO THE CITY OF JOLIET OVER THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 9 EAST, OR THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS MONUMENT MARKING THE SOUTHWEST CORN OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 28 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1; A DISTANCE OF 1701.64 FEET; THENCE NORTH 02 DGREES 04 MINUTES 52 SECONDS WEST ALONG A LINE 1702 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 51.20 FEEET TO AN IRON ROD ON THE NORTH RIGHT OF WAY DEDICATED BY SAID DOCUMENT NUMBER 948021 FOR A POINT OF BEGINNING; THENCE NORTH 02 DEGREES 04 MINUTES 52 SECONDS WEST ALONG A LINE 1702 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 19.74 FEET TO AN IRON ROD MARKING THE NORTH RIGHT DEDICATED BY DOCUMENT NUMBER 0948021; THENCE NORTH 89 DEGREES 06 MINUTES 12 SECONDS EAST, A DISTANC OF 334.66 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021; THENCE SOUTH 02 DEGREES 04 MINUTES 52 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021, A DISTANCE OF 19.53 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021, THENCE SOUTH 89 DEGREES 04 MINUTES 01 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 424358, A DISTANCE OF 334.66 FEET TO THE POINT OF BEGINNING.

PIN: 05-06-11-409-033-0010; -0020 (partial)

A Plat of Easement depicting the Public Utility Easement Tract is attached hereto as Exhibit "A" and incorporated herein by reference

The Grantors **FURTHER GRANT and CONVEY** unto the Grantee, the City of Joliet, an Illinois Municipal Corporation, a temporary construction easement in, under, over, and upon the real property legally described as follows (the "**Temporary Construction Easement Tract**"), which together with the Public Utility Easement Tract shall be referred to herein as the "**Easement Area**"):

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY GRANTED TO THE CITY OF JOLIET OVER THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A POINT 1,430.00 FEET EAST OF THE SOUTHWEST QUARTER OF SAID SECTION 11, AND THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 1,430.00 FEET OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 55 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, A DISTANCE OF 225.00 TO THE POINT OF BEGINNING.

PIN: 05-06-11-409-033-0010; -0020 (partial)

A Plat of Easement depicting the Construction Easement Tract is attached hereto as Exhibit "A" and incorporated herein by reference.

Unless otherwise set forth herein, the easements granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantor. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantor's property in connection with the project, and its maintenance and operation.

2. The rights granted herein shall include, but not be limited to, the removal or relocation of landscaping, fencing, brush, debris or similar material which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Utility Easement Tract.

3. Full and complete title, ownership and use of the Public Utility Easement Tract are hereby reserved to Grantor subject only to the right, permission and authority expressly granted to the Grantee in this instrument.

4. Title to the Permitted Improvements installed within the Public Utility Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

5. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Public Utility Easement Tract to its original grade and condition.

6. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantor, and Grantor's heirs, successors, assigns and subsequent grantees and the Grantee and its successor corporate authorities, successor municipal corporations, agents, licensees, successors and assigns.

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantor from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantor (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantor, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantor shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. The Grantee acknowledges that it has physically inspected the Public Utility Easement Tract and accepts the easement with full knowledge of their condition. Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use of the Easement Tracts.

9. The Grantee agrees to pay the Grantor a fee of \$5,200 in exchange for the granted public utility easement.

10. The Grantee agrees to pay the Grantor an additional fee of \$450 in exchange for waiving any claim on the City or Contractor for removing any trees within the granted public utility easement. The Contractor's responsibility is limited to grading all areas damaged with topsoil, placing grass seed and covering the area with excelsior blanket. The City or Contractor will not be responsible to replace any trees removed within the granted public utility easement.

11. The Grantee agrees, upon completion of the installation of the Permitted Improvements, the Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of the Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from the Grantor's Property that has been displaced by the placement of the Permitted Improvements. The Grantee shall require its contractor to compact the clay that is replaced in the excavated area and to improve or return the topography of the land to its original condition. The depth of topsoil after any construction activities shall be restored to its existing depth.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this _____ day of _____, 2021.

Stonemor Illinois LLC

BY: _____

Print name and title

ATTEST:

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that _____, personally known to me to be the same person (s) whose name (s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the foregoing instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Notary Public

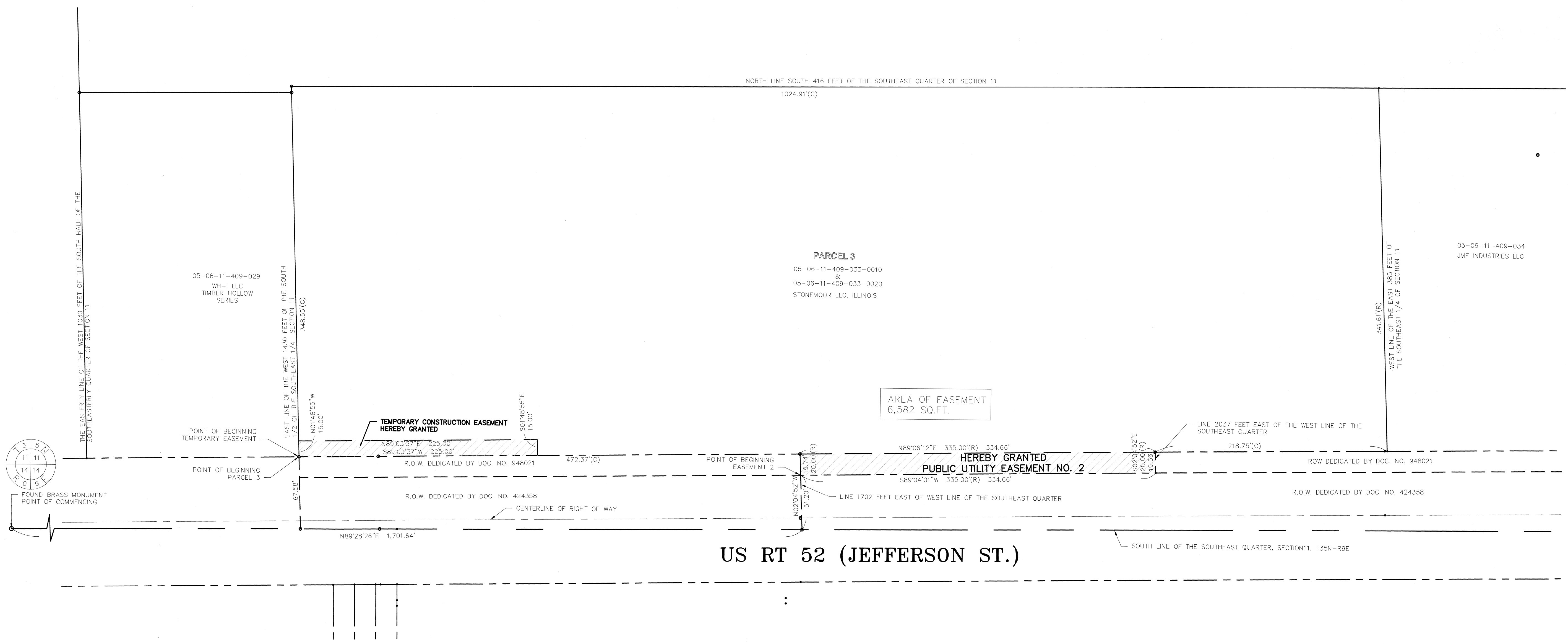
PREPARED BY/RETURN TO THE GRANTEE:
City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

PLAT OF EASEMENT

RECORDS	1	2	3	4	5	6	7	8	9	10	11	12
DATE												

PLAT OF EASEMENT

CITY OF JOLIET
 Stonemoor LLC
 Public Utility Easement



LEGAL DESCRIPTIONS:

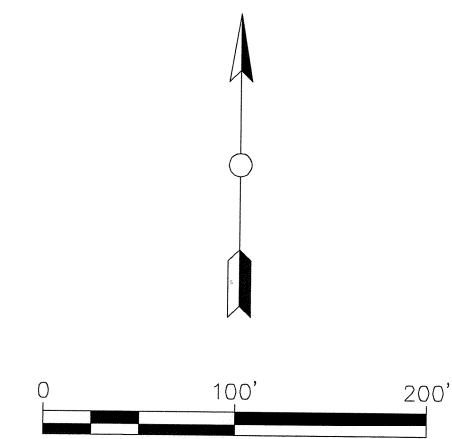
THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A POINT 1,430 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, AND THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT 1702 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH ALONG A LINE DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE EASTERLY ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 335 FEET TO A POINT ON A LINE 2037 FEET WEST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTHERLY ALONG A LINE 2037 FEET WEST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, TO A POINT ON THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021, TO A POINT ON THE WEST LINE OF THE EAST 385 FEET OF THE NORTH RIGHT OF WAY LINE SAID SECTION 11; THENCE NORTH ALONG THE WEST LINE OF THE EAST 385 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 11, TO A POINT ON THE NORTH LINE OF THE SOUTH 416 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 416 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 11, TO A POINT THAT IS 1430 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1430 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 11, TO THE POINT OF BEGINNING.

PUBLIC UTILITY EASEMENT NO. 2

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO THE CITY OF JOLIET OVER THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 28 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; A DISTANCE OF 1701.64 FEET; THENCE NORTH 02 DEGREES 04 MINUTES 52 SECONDS WEST ALONG A LINE 1702 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; A DISTANCE OF 51.20 FEET TO AN IRON ROD ON THE NORTH RIGHT OF WAY DEDICATED BY SAID DOCUMENT NUMBER 948021 FOR A POINT OF BEGINNING; THENCE NORTH 02 DEGREES 04 MINUTES 52 SECONDS WEST ALONG A LINE 1702 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 19.74 FEET TO AN IRON ROD MARKING THE NORTH RIGHT DEDICATED BY DOCUMENT NUMBER 0948021; THENCE NORTH 89 DEGREES 06 MINUTES 12 SECONDS EAST, A DISTANCE OF 334.66 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021; THENCE SOUTH 02 DEGREES 04 MINUTES 52 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021, A DISTANCE OF 19.53 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 948021; THENCE SOUTH 89 DEGREES 04 MINUTES 01 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE DEDICATED BY SAID DOCUMENT NUMBER 424358, A DISTANCE OF 334.66 FEET TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT FOR THE CEMETERY PROPERTY

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY GRANTED TO THE CITY OF JOLIET OVER THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A POINT 1,430.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 11, AND THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 1,430.00 FEET OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 55 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (US ROUTE 52) DEDICATED BY DOCUMENT NUMBER 948021 IN WILL COUNTY, A DISTANCE OF 225.00 TO THE POINT OF BEGINNING.



STATE OF ILLINOIS) S.S.
 COUNTY OF WILL)

WE, ROBERT E. HAMILTON CONSULTING ENGINEERS INC. HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND SAID PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

SURVEY DATE: 6-28-2021

LEE R KOEHLER ILLINOIS PROFESSIONAL LAND SURVEYOR NO.: 35-2717 EXPIRES 11-30-2022

PROFESSIONAL DESIGN FIRM NO. 184-003205



SCALE	1"=50'
DATE	06-28-2021
DESIGN	CHECKED L/RK
DRAWN	DWS
PROJECT NO.	15303
SHEET	3 OF 4



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 340-21

File ID: 340-21

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/25/2021

Final Action:

Title: Resolution Accepting a Public Utility Easement and Temporary Construction Easement from Stonemor Illinois LLC (PIN 05-06-11-409-033-0010; -0020) for the Essington and Jefferson Interceptor Sewer Project

Attachments: Resolution, Easement Agreement for Parcel 0003.pdf,
Easement Exhibit for Parcel 0003.pdf

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/29/2021	Allison Swisher	Approve	7/1/2021
1	2	6/29/2021	James Ghedotte	Approve	7/1/2021
1	3	6/29/2021	Sabrina Spano	Approve	7/1/2021
1	4	6/30/2021	James V. Capparelli	Approve	7/1/2021



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 357-21

File ID: 357-21

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/12/2021

Final Action:

Title: Resolution Accepting a Public Utility Easement and Temporary Construction Easement from Stonemor Illinois LLC (PIN 05-06-11-409-033-0010; -0020) for the Essington and Jefferson Interceptor Sewer Project

Attachments: Resolution, Easement Agreement for Parcel 0003.pdf,
Easement Exhibit for Parcel 0003.pdf, Approver
Report

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/13/2021	Allison Swisher	Approve	7/15/2021
1	2	7/13/2021	James Ghedotte	Approve	7/15/2021
1	3	7/14/2021	Sabrina Spano	Approve	7/15/2021
1	4	7/14/2021	James V. Capparelli	Approve	7/16/2021



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 358-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Resolution Declaring Official Intent to Reimburse Certain Capital Expenditures from the Proceeds of Future Debt Issues

BACKGROUND:

The City of Joliet has chosen to purchase water from the City of Chicago as an alternate water source. The City of Joliet has spent funds in advance of borrowing to begin the project. In order to reimburse the City from future borrowings it is necessary to adopt a resolution stating its intent to reimburse certain capital expenditures.

RECOMMENDATION:

It is recommended to adopt the attached resolution.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF JOLIET, ILLINOIS DECLARING ITS
OFFICIAL INTENT TO REIMBURSE CERTAIN CAPITAL
EXPENDITURES FROM THE PROCEEDS OF FUTURE DEBT ISSUES**

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

Section 1. The purpose of this resolution is to satisfy the “Official Intent Requirement” of Treasury Regulations Section 1.150-2.

Section 2. The City of Joliet, Illinois (the “City”) has determined to undertake the Water Main Replacement Project and the Lake Michigan Water Transmission Line Project, and to expend funds to pay costs of such capital improvement projects during the years 2021 and 2022 in an estimated amount of \$34,000,000.

Section 3. The City reasonably expects to be reimbursed for such expenditures with proceeds of its debt. The maximum principal amount of debt expected to be issued for the reimbursement of such expenditures is \$34,000,000.

Section 4. This declaration of official intent is consistent with the budgetary and financial circumstances of the City.

Section 5. A copy of this resolution shall be filed immediately in the office of the City Clerk and shall be made available for public inspection in the manner required by law.

Section 6. This resolution shall be operative and effective upon its passage.

Adopted this ____ day of _____, 2021.

(SEAL)

Attest:

City Clerk



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 358-21

File ID: 358-21

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/12/2021

Final Action:

Title: Resolution Declaring Official Intent to Reimburse Certain Capital Expenditures from the Proceeds of Future Debt Issues

Attachments: Resolution

Entered by: dkochan@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	7/15/2021	Allison Swisher	Approve	7/19/2021
2	2	7/15/2021	James Ghedotte	Approve	7/19/2021
2	3	7/15/2021	Sabrina Spano	Approve	7/19/2021
2	4	7/15/2021	James V. Capparelli	Approve	7/19/2021



Memo

File #: 359-21

Agenda Date: 7/20/2021

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Illinois Fraternal Order of Police Labor Council

BACKGROUND:

After several months of negotiation, the City and the Illinois Fraternal Order of Police Labor Council have reached an agreement as to the Collective Bargaining Agreement being brought before the Council for consideration and includes the following significant terms:

- A five-year term from January 1, 2020 - December 31, 2024 with wage increases of 2.49% in 2020, 2.00% in 2021 and 2022, 2.49% in 2023 and 2.00% in 2024
- In the event an employee elects to contest discipline of a five working day suspension or more, the employee may now elect to have the grievance heard at the City Manager Step prior to proceeding to arbitration
- In the event an employee elects to contest discipline of a five working day suspension or more before the Board of Fire and Police Commissioners ("BOFPC"), the Chief of Police is required to file charges before the BOFPC within ninety days of the filing of the election form by the employee
- Effective January 1, 2022 each employee shall receive a Holiday Stipend and four floating off-duty days
- Plainclothes allowance is increased to \$750.00 per year
- Effective January 1, 2022 the City shall pay for one general physical examination of each employee each calendar year
- The Drug Testing section is updated to provide more specific language

RECOMMENDATION:

The Administration recommends the Mayor and the City Council approve the attached Resolution approving and authorizing the execution of the Collective Bargaining Agreement.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOLIET AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

WHEREAS, the City of Joliet is a municipal corporation and a unit of local government within the State of Illinois (hereinafter referred to as “City”); and

WHEREAS, the City and the Fraternal Order of Police Labor Council have agreed to the terms and conditions of a Collective Bargaining Agreement; and

WHEREAS, said agreement shall be in effect from January 1, 2020 until December 31, 2024; and

WHEREAS, said agreement requires City Council approval; and

WHEREAS, the City of Joliet is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the Preamble to this Resolution are true, correct and complete and hereby incorporate the Preamble by reference as if fully set forth in this Section 1.

SECTION 2: The Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council is hereby approved. The City Manager and Chief of Police are hereby authorized to execute said Collective Bargaining Agreement, which is substantially the same as **EXHIBIT A** attached hereto and incorporated herein.

SECTION 3: Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 4: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2021.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF JOLIET

AND

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

Effective January 1, 2020 thru December 31, 2024

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PREAMBLE

This Statement of Policy, effective the first day of January 1993 by the City, of Joliet, Illinois, to employees working under the operations, conditions and requirements of the City of Joliet, hereinafter referred to as the "City" or "Management", and the Illinois Fraternal Order of Police Labor Council hereinafter referred to as the "Labor Council". The City shall make an effort to maintain a sufficient number of personnel on duty for each scheduled shift in order to provide adequate service to the public and insure minimum safety for employees.

ARTICLE I

RECOGNITION

SECTION 1.1 **Recognition**

The City of Joliet, Illinois, recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative of all sworn, full-time police officers below the rank of sergeant, which includes Police Patrol Officers and Master Patrol Officers, of the City of Joliet Police Department with respect to salary, hours, fringe benefits, and other conditions of employment.

The City agrees that it will not interfere with the rights of the employees to become members of the Labor Council, and agrees that there shall be no discrimination, interference, restraint, or coercion by the Police Department or the City, or any of its authorized agents, against any employee because of his or her membership in the Labor Council or because of his or her presenting a grievance, or against any employee who may represent others in the discharge of his or her duties, or a member of any committee of the Labor Council. The Labor Council agrees for itself and its members, individually and collectively, to perform loyal and efficient work in the service of the Police Department at all times.

SECTION 1.2 **Employer Representative**

The City agrees that the City Manager or his designated representative shall be its agent with regard to any communications or matters presented by the Labor Council and further that the City and the City Manager, or his designated representative shall receive any and all communication regarding any matters and activities of any nature whatsoever of the Labor Council only through the Bargaining Committee or authorized representative of the Labor Council.

SECTION 1.3 **Contract Supplied**

The City shall provide a sufficient number of copies of this working Agreement for the Labor Council and bargaining unit members, within forty five (45) days of adoption.

ARTICLE II

INTENT AND PURPOSE

SECTION 2.1 *Intent of the Parties*

It is the intent and purpose of the parties hereto that this Agreement will serve to promote and improve the relationship between the members of the Labor Council and the City, and to set forth herein the basic policy concerning compensation, hours of work, and other terms and conditions of employment that will be observed between the parties hereto. It is recognized by both parties that the proper and efficient operation of the City service is necessary to the welfare of the community and that proper function and increased efficiency can be established only through the complete cooperation of Employer and the members of the Labor Council. It is the belief of both parties that this attitude can best be encouraged when it is made clear that both Employer and Labor Council officials, are the guardians of a public trust and are not anti-union or anti-management, but are sincerely concerned with the best interests and well being of the members of the Labor Council as well as the public, which is served by the parties. Each employee shall be dealt with fairly, impartially and without personal bias.

SECTION 2.2 *Political Non-Discrimination*

In a community such as ours, there are certain regulations which govern the conduct of employees of the City and of the Police Department, just as there are regulations covering citizens in the community in which we live. These regulations have been devised to assure uniform administration of discipline and to end political patronage for City jobs which undermines the public confidence and the morale of those workers who are doing an effective job, and to reduce wasteful turnover. Accordingly, no employee shall be demoted, removed, discharged or otherwise disciplined on account of his political affiliation.

SECTION 2.3 *Management Rights*

Except as specifically limited to the express provisions of this Agreement, the City retains exclusively the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services shall be performed; to change or eliminate existing productivity standards, methods, materials, equipment and facilities and/or to introduce new or improved ones; to determine whether goods or services shall be made, performed, or purchased; to determine what services and operations shall be performed by the City or whether they shall otherwise be serviced, operated, or performed, and to determine their nature; to establish, schedule and change the hours of work; to assign employees to work as needed; to make and enforce reasonable work rules and, to lay off and to relieve employees from duty for just cause.

ARTICLE III

BARGAINING REPRESENTATIVE

SECTION 3.1 Bargaining Rights

The City and the Labor Council agree that the Labor Council shall bargain collectively for all employees covered by this Agreement.

SECTION 3.2 Labor Council Representatives

Labor Council Representatives and duly elected members of the local Bargaining Committee shall represent the bargaining unit in matters that arise between the Labor Council and the City.

SECTION 3.3 Limits to Number of Bargaining Committee Members

The Bargaining Committee may, if it desires, be accompanied by staff representatives of the Labor Council or legal representatives in its meetings with the City. The Bargaining Committee agrees to limit the number of its representatives to seven (7) persons, to the extent possible. If the total bargaining unit representation will exceed seven (7) people, the bargaining unit shall inform the City in advance as to the number to attend.

SECTION 3.4 Committee Time Off

The Bargaining Committee members shall be assured such time off with pay as may be required to attend regularly scheduled committee meetings with the City's Management bargaining team on all matters concerning wages, hours and working conditions, provided it does not interfere with the efficient operation of the Police Department.

ARTICLE IV

DISCRIMINATION

In accordance with applicable law, neither the City nor the Labor Council shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, marital status or Labor Council membership status, or as a result of an employee who exercises his/her rights under this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 5.1 Definition

For the purpose of the parties of this Agreement, a grievance shall be considered a dispute between an employee or the Labor Council and the Employer concerning wages, hours, and conditions of employment or application of the Agreement. The Labor Council and the City agree that the City and Chief of Police will not recognize a grievance or matter of personal working conditions presented by an employee covered by this Agreement not in accordance with the procedures hereby established. The Labor Council agrees that no Employee covered by this Agreement shall bring any matter covered by the terms of this Agreement personally to the Chief of Police, Management, or the City Council, but shall follow the procedure outlined below. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty (20) calendar days of the event giving rise to the grievance or twenty (20) calendar days from the time the employee reasonably should have known of the event, and shall be processed as follows:

STEP 1 Whenever an employee believes that he or she has a grievance, the employee shall report it in writing to his or her Bargaining Committee Officers. The Bargaining Committee Officers may, with or without the aggrieved employee, take up the grievance with the employee's immediate supervisor. The supervisor shall then attempt to adjust the matter and shall respond to the Bargaining Committee Officers in writing within five (5) working days.

STEP 2 If the grievance has not been settled, it shall be presented in writing by the Bargaining Committee, to the Division Head within five (5) working days after the supervisor's response is due. The Division Head shall respond to the employee or the Bargaining Committee in writing within five (5) working days.

STEP 3 If the City or the aggrieved employee or Labor Council wish to appeal from Step 2, the grievance and appeal shall be presented in writing to the Chief of Police or the Chiefs authorized representative, and the Chief of Police or the authorized representative will arrange a meeting with the aggrieved employee, the Labor Council and/or Bargaining Committee within five (5) working days after the grievance has been filed with the Chief or the representative. However, if the Labor Council or Bargaining Committee member or the aggrieved employee or the Chief of Police or the authorized representative specifically requested an extension of time within the five (5) day period, an extension not to exceed an additional five (5) working days, shall be granted. At this meeting, both parties will be allowed to introduce and question persons familiar with the facts of the grievance. The Labor Council and the employee may be represented by officers of the Labor Council, the Bargaining Committee or legal representative if it so desires. The Chief of Police may call upon the Corporation Counsel, City Attorney, or any other City personnel for assistance. In no case will the grievance meeting be extended beyond a ten (10) working day period from the date the grievance was originally filed with the Chief of Police without the written consent of both parties. In this

meeting the parties will attempt to resolve the grievance to the satisfaction of the employee, Labor Council and City and the matter shall be responded to the Labor Council in writing.

STEP 4 If an agreement is not reached at the level of Step 3, at any time within ten (10) working days after the meeting of the parties in Step 3, the aggrieved employee, the Labor Council or the City by and through the Chief of Police, or the Chiefs authorized representative may file a written request to meet with the City Manager and present their respective arguments. All previous written grievances, requests, documents, and dispositions of meetings and hearings shall be attached to the written request presented to the City Manager. The City Manager may then consider the grievance on the basis of the written documents filed with him or her or may call for a meeting between the aggrieved employee, the Labor Council, members of the Bargaining Committee Grievance Committee and the Chief of Police and have further hearings on the matter if the City manager deems this necessary. In any event the City Manager shall render a written decision of the City in any such grievance within ten (10) working days after being taken under consideration by either written documents or hearing. The City and the aggrieved employee may be represented by legal counsel if they so desire.

STEP 5

- (a) If the grievance remains unsettled, either the Illinois Fraternal Order of Police Labor Council or the City Manager may, within ten (10) working days from the receipt or statement of the City's position following the Step 4 meeting, file a written notice requesting binding arbitration between the Labor Council and City.
- (b) The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Labor Council within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to provide a panel of arbitrators. Within seven (7) business days after receipt of the list from FMCS, the two parties shall alternately strike one name at a time from the list, with the party striking first being determined by a toss of the coin. The arbitrator thus selected shall decide the merits of the grievance.
- (c) The arbitrator shall have no authority to subtract from, or change any of the terms of the agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- (d) Expenses for the arbitrator's services and the proceedings shall be equally borne by the City and the Labor Council. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such

a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 5.2 Waiver of Board of Fire and Police Commissioners Jurisdiction

(a) **Contesting Discipline**

If an employee wishes to contest recommended discipline, the Chief of Police or the Chiefs designee will hold an Administrative Review meeting with the employee and the employee's Union representatives. Upon completion of the Administrative Review, the Chief of Police will issue a Final Decision as to discipline ("Final Decision"), and notify the affected employee and the Labor Council in writing. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure in Sub-section (b) below or through the Joliet Board of Fire and Police Commissioners (BOFPC), but not both, subject to the following: Discipline of a 5 working day suspension or more, and termination, may be appealed through either the arbitration process or the BOFPC. All other discipline (less than a 5 working day suspension) can only be appealed via the arbitration procedure.

In order to exercise this option, an officer must execute an Election, Waiver and Release form ("Election Form") agreed to by the parties to this Collective Bargaining Agreement (attached as Appendices "G" and "H"). The Election Forms shall be given to the officer at the time the officer is formally notified of the Final Decision. The employee shall have five (5) business days (Monday through Friday, excluding weekends and holidays) upon receipt of Election Forms to tender an executed Election Form to the Chief or the Chiefs designee. The employee need only execute and submit one form, either form "G" or "H", whichever appropriately reflects the option elected. If the employee selects arbitration as the method of contesting the proposed discipline, the Election Form shall constitute a grievance, which shall be deemed filed at the City Manager Step. If the employee selects the BOFPC as the method of contesting discipline, the employee need not take any action other than filing a timely Election Form in order to invoke the jurisdiction of the BOFPC. If the employee elects to have the appeal heard by the BOFPC, then the Chief must file appropriate charges before the BOFPC. The charges must be filed by the Chief within 90 days of the filing of the Election Form.

If the employee selects arbitration as the method of contesting discipline, within fourteen (14) days of the election (or longer if the parties mutually agree) the parties shall meet with the City Manager. If the matter is not resolved at the City Manager level, within fourteen (14) days (or longer if the parties mutually agree), the parties shall select an arbitrator and proceed with the arbitration process.

The Chief of Police has the right and discretion to impose discipline immediately upon the issuance of a Final Decision, including suspensions of more than five (5) working days and termination.

If an officer or the Labor Council fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Final Decision. Further, once an employee files an Election Form, the employee's

choice of appeal method shall be considered irrevocable and a waiver of the right to appeal via an alternate method.

(b) *Expedited Discipline Arbitration*

- (1) The parties agree to use the arbitration panel attached hereto as an Appendix. Once each calendar year, in the month of November, either or both parties may strike not more than one (1) name from the established panel of arbitrators contained in the attached Appendix. A new, successor, Arbitrator shall be named as the replacement, by mutual agreement of the parties; or, selected according to Section 5.1 STEP 5 (b) of this Agreement if no agreement is reached.
- (2) Arbitrators shall be assigned cases on a numerical order according to their position on the established panel list, which shall be established in alphabetical order.
- (3) The City and the Union agree to comply in a timely fashion with reasonable written requests made by each other for information necessary to prepare the case for arbitration, provided such information is not privileged or otherwise protected under law from disclosure.
- (4) It is the intent and desire of the parties to conduct the arbitration hearing as soon as is practicable. Time is of the essence. To that end, in no event shall the arbitration hearing be held more than 60 days after the date the Labor Council files its Arbitration Notice unless none of the arbitrators on the seven member panel are available within said sixty day period or unless the City and the Labor Council otherwise agree in writing. If a hearing cannot be conducted within said sixty day period due solely to arbitrator unavailability, then the arbitration shall be conducted on the first date that any of the panel becomes available.
- (5) In the event post-hearing briefs are to be submitted, both parties agree to submit the briefs by simultaneous exchange through the Arbitrator.
- (6) The Arbitrator selected to hear the case shall be requested to issue a written decision within thirty (30) days of the closing arguments or receipt of the post-hearing written briefs, whichever is applicable.
- (7) The Arbitrator's decision shall be final and binding on all parties, provided the Arbitrator's decision shall be based on the record made at the Hearing, the Collective Bargaining Agreement and applicable law. The Arbitrator shall have no authority to subtract from or change any of the terms of the Collective Bargaining Agreement.

- (8) The City and the Union shall equally split the cost of the Arbitrator's fees and expenses. In the event a court reporter is used, the parties shall equally share in the cost of the reporter and the arbitrator's copy of the transcript. The parties shall be responsible for their own costs of a transcript of the hearing.
- (9) The same Arbitrator may hear more than one case at the same time, by mutual agreement of the parties.

(c) *Information Concerning Pending Investigations*

The City shall endeavor to complete internal investigations within sixty (60) days of notifying the employee of the investigation. If the investigation does not involve allegations of criminal misconduct, and a Final Decision has not been rendered within said 60 days, the Labor Council or the employee may request that the Chief provide a status report regarding the investigation and an estimate as to when the investigation may be completed. The failure to complete the investigation within sixty (60) days or as may be otherwise estimated by the Chief shall not diminish the jurisdiction or authority of the Chief in imposing discipline or taking any other action.

SECTION 5.3 Attendance at Grievance Meetings

Meetings in the grievance procedure involving representatives from the City and the Labor Council shall be held during working hours, on the City's premises and without loss of pay to any two (2) bargaining unit members providing that these grievance discussions and investigations shall take place in a manner which does not interfere with City operations. If the presence of additional on-duty bargaining members is required or desired by the Union, such members shall be permitted to attend using FOP benefit time to remain in a pay status. This provision shall neither cause payment of overtime nor unreasonably shorten the normal duty shift.

SECTION 5.4 Time Limits

No grievance shall be entertained or processed unless it is filed within the required time limits. Time limits at any step of the procedure may be extended by mutual written agreement. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed withdrawn without precedent or prejudice. If the City fails to provide an answer within the time limits as provided, the Labor Council may immediately appeal to the next step.

ARTICLE VI

REGULAR MEETINGS

To facilitate the orderly discussion and the proper disposition of such questions as may arise between the City and the Labor Council, it is understood and agreed that regular meetings will be held quarterly by the Bargaining Committee, the Chief of Police, the City Manager, and other representatives of the City of Joliet. The party requesting the meeting shall provide an agenda which shall state the subject(s) to be discussed. Such

agenda should be submitted at least ten (10) days prior to the meeting; unless mutually agreed otherwise, in writing.

ARTICLE VII

SENIORITY

SECTION 7.1 Limitations

The parties hereto agree that, except as provided hereunder, seniority for promotion and other purposes is generally within the control and jurisdiction of the Board of Fire and Police Commissioners.

SECTION 7.2 Seniority Defined

For the purpose of this Agreement, three (3) types of seniority shall be recognized by the City of Joliet.

- (a) *City Seniority* - Accumulated time from the date the employee is hired by the City.
- (b) *Departmental Seniority* - Accumulated time from the date the employee begins service as a police officer for the City.
- (c) *Time in Grade Seniority* - Accumulated time from the date the employee achieves promotion to a higher grade.

An employee's earned seniority shall not be lost because of absence due to illness or injury as long as the employee remains in the service of the City, while on authorized leaves of absence or temporary lay off; provided, however, that if an employee severs service with the City to accept a disability pension and the employee's disability pension is later terminated and the employee returns to the City's active service, the employee shall be entitled to his or her accumulated seniority which existed at the time the employee was placed on the disability pension but the employee shall not be entitled to seniority credit for the time the employee was on a disability pension; provided further, that seniority credit for a temporary lay off shall be given for one year if the employee does not withdraw his or her contributions to the Police Pension Fund; and provided, finally, that any employee who resigns or is dismissed for just cause from the City's service shall lose all seniority credit.

An employee shall not earn seniority during such time that the employee is actually serving a disciplinary suspension, but only to the extent such suspension exceeds forty-five (45) days and relates to a single occurrence or administrative investigation. Suspensions that are held in abeyance shall not be counted towards said forty-five day period unless the suspension is actually served.

SECTION 7.3 Seniority Determined

If more than one person is hired on the same day, the employee with the highest score on the original written examination only shall have the greatest departmental seniority over those hired on the same day, the next higher written examination score the next higher departmental seniority, and so on until a determination of departmental seniority is made for all hired on the same date. Only permanent employees will be eligible for seniority credit.

SECTION 7.4 Seniority Lists

The seniority list will be brought up to date each six (6) months, on July 1st and January 1st and copies sent to the Bargaining Committee and posted on the bulletin board.

SECTION 7.5 Application

The parties hereto agree that seniority shall govern the following matters:

- (a) Vacation for each calendar year shall be drawn by employees on the basis of departmental seniority preference.
- (b) When promotion to a higher rank is achieved, departmental seniority shall remain but time in rank will be used for vacation preference whereby those with higher seniority in a rank will receive preference for vacation over all others in the same rank. Officers in acting status shall be considered for vacations with those of their permanent rank, not with those of the rank in which they have acting status.
- (c) For scheduling purposes, if one or more employees make requests, the employees with the most departmental seniority shall be granted the requests if such employees are qualified.

ARTICLE VIII**JOB OPENINGS ADVANCEMENT TRANSFER AND LAY-OFFS****SECTION 8.1 Job Posting and Bidding**

Whenever the City desires to fill a job opening, other than a temporary opening, in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for this open position or job may do so. The application shall be in writing and submitted to the proper Division Commander.

It is agreed that testing of applicants may be a prerequisite to some job openings. A passing grade is required and will be considered as a part of the applicant's qualifications. The City shall consider departmental seniority together with qualifications in selecting the applicant for the job opening. At the conclusion of the testing process, the

City shall prepare a rank order list and privately notify each applicant of their respective rank. The City shall also post a limited rank order list identifying the most highly ranked applicants as determined by the Chief. The number of listed applicants shall be determined by the Chief based on the number of potential openings over the term of the list.

Although the opportunity is provided by the Labor Council and Management under this Agreement for promotions and transfers, the employee has the responsibility of bidding only for those jobs that the employee considers himself or herself to be qualified and those jobs which the employee truly desires.

SECTION 8.2 Filling a Position

The City shall fill the job openings with the applicant whose overall potential is best for providing services to citizens. When filling job opening, department seniority will be used as a tie-breaker when other qualifications are equal.

Temporary job openings may be filled by Employer assignment or reassignment based upon departmental seniority and qualifications.

SECTION 8.3 Temporary Positions

Temporary job openings may be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

Temporary assignments include but are not limited to assignments to detached units and assignment to the Mayor's detail.

If the Chief determines that there is a need to temporarily appoint an Acting Sergeant, then the employee then occupying the highest position on the Eligibility List then in effect shall be selected for the appointment. If such employee is unable to serve, then the person having the next highest position on the Eligibility List shall be selected. This procedure shall be utilized until the temporary opening is filled.

SECTION 8.4 Working Out of Classification Pay

Each employee who is temporarily required to perform the duties of a higher paying position classification for a minimum of (8) consecutive hours or more shall receive Temporary Assignment Pay for each hour of work performed in the higher paying position classification. Such pay shall be equal to the greater of either five percent (5%) of the employee's hourly base salary rate or the difference between the employee's hourly base salary rate and the minimum hourly base salary rate for the higher paying position classification.

SECTION 8.5 Lay Offs and Recall:

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their departmental seniority.

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Employees shall be recalled from lay off according to their departmental seniority. No new employees shall be hired until all employees on lay off status, desiring to return to work, have been recalled.

The City will not layoff bargaining unit employees during the period from January 1, 2016 through and including December 31, 2019.

The City will not outsource work currently performed by existing bargaining unit employees. However, nothing herein shall preclude the City from reducing the workforce by attrition, or subcontracting bargaining unit work to:

1. Supplement work performed by bargaining unit employees, or
2. During emergency or unforeseen circumstances.

ARTICLE IX

DUES CHECKOFF AND FAIR SHARE

SECTION 9.1 Dues Checkoff

All employees covered by this Agreement, will within thirty (30) days of their employment by the Employer, or thirty (30) days from the date the Labor Council was certified as the exclusive bargaining representative by the Illinois State Labor Relations Board, either (1) become voluntary, dues paying members of the Labor Council, and voluntarily pay to the Labor Council all required dues and fees; or, opt not to become voluntary, dues paying members of the Labor Council and be "non-members".

With respect to any employee from whom the Employer receives a voluntary, written authorization, signed by the employee, in a form agreed upon by the Labor Council and the Employer (attached hereto as APPENDIX "D"), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council and shall forward such amount directly to the Labor Council, at an address provided by the Labor Council, within fifteen (15) calendar days after close of the pay period for which the deductions are made. The amount of dues to be deducted shall be set by the Labor Council.

SECTION 9.2 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of dues or fees to a Labor Council, as determined by a neutral arbitrator, shall be required to pay an amount equal to the Labor Council dues, as described in Section 9.1 to a non-religious charitable organization mutually agreed upon by the Labor Council and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

SECTION 9.3 Indemnification

The Labor Council shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Labor Council shall refund any such amount directly to the involved employee.

ARTICLE X

TRAINING AND EDUCATIONAL INCENTIVE

SECTION 10.1 General

The City shall make every possible effort to provide opportunities for in-service training with the objective of furthering the qualifications of employees. The Labor Council in turn, agrees that it shall be the responsibility of the employees to take advantage of the training.

SECTION 10.2 Compensation

The City agrees to compensate all employees of the Police Department at time and one-half rate for all training, schools and courses which any such employee is required to attend during off duty hours except for basic police training. Travel time to and from said schooling and/or training outside the corporate limits of the City of Joliet shall be paid at the rate of time and one-half, except for marksmanship training undertaken at the City's weapons range, and for recruits undergoing basic police training.

SECTION 10.3 This Section Is Intentionally Blank

SECTION 10.4 Reimbursement Assistance

The City shall reimburse all employees for the full expense of books and fees. The City shall also reimburse all eligible employees for tuition expenses up to a maximum of \$705.00 per credit hour incurred as a result of participating in voluntary academic, educational, training, and/or vocational course work, and \$710.00 per credit hour for Master Degree courses, provided that:

- (a) The course work is directly related to the employee's professional development, in pursuit of current police duties.
- (b) The course work is approved in advance by the Police Chief, the City Manager or their designated representatives.
- (c) The employee maintains a minimum evaluation of "C" or its equivalent (Pass) in each course for which related reimbursement is sought.

- (d) The expenses incurred are properly documented by voucher or other supportive documents.
- (e) The expenses incurred are not reimbursable through other sources available to the employee, e.g. Federal and State Veteran's benefits, etc.
- (f) That the course work is part of a school's program approved by the City leading to an Associate's, Bachelor's or Master's Degree.
- (g) That the individual has been admitted to the school, with a prescribed course of studies leading to an Associate's, Bachelor's or Master's Degree only.
- (h) In the event that an employee commences an Associate's, Bachelor's or Master's Degree program after May 23, 2006 and the employee voluntarily leaves the service of the City within 24 months of completing coursework for which the City has made reimbursement, the employee shall repay the reimbursement assistance to the City, pro rata. This provision does not apply to employees who resign from the Police Department for the purpose of accepting employment within another City of Joliet Department. This repayment may be deducted by the City from a separating employee's final paycheck.

ARTICLE XI

LEAVES OF ABSENCE

SECTION 11.1 Sick Leave

- (a) All full time employees with less than ten (10) years of service shall receive eight (8) hours with pay per month of continuous service credited to their sick leave accumulation records. All full time employees with ten (10) years of service but less than fifteen (15) years of service shall receive ten (10) hours with pay per month credited to their sick leave Accumulation records. All full time employees with fifteen (15) or more years of service with the City shall earn twelve (12) hours of sick leave with pay per month credited to their sick leave accumulation records. The aforementioned accrual rates shall be up to 1,012 hours; thereafter accrual shall be at eight (8) hours per month for each employee regardless of years of service. Temporary and seasonal employees do not accumulate sick leave credit. There shall be no ceiling nor limit placed on sick leave credits earned.
- (b) Sick leave credit may be used for illness, injury, or off the job incurred disability. One (1) day of sick leave credit with pay shall be deducted from employee's sick leave accumulation record for each duty day not worked due to illness, injury or off the job incurred disability. If a holiday occurs during a period when an employee is on authorized sick leave absence, the employee shall receive pay for the holiday and the holiday will not be deducted from the employee's sick leave accumulation record. Sick leave is an earned benefit which can only be authorized by the department head or acting department head and the City Manager.

- (c) A physician's statement may be required of any employee before sick leave pay, is given if the employee uses more than three (3) consecutive work days, or unless a pattern of abuse has been established, or the City has just cause to believe an employee is abusing sick leave use. Such statements will give reasons for the employee's inability to perform his duties and will become a part of the employee's personnel record. Physician statements may be used as the basis for having an employee's physical health evaluated to determine his ability to continue the performance of duties and responsibilities.
- (d) The City, or its appropriate insurance carrier, acting as designated legal agent for the City, shall have the right to request a separate medical evaluation and/or opinion, from a specialist, if necessary, concerning the status of an employee's ability to return to duty, when incapacitated in accordance with this Article. The City and/or its agent shall bear any and all costs of such inquiry. If the evaluation and/or opinions of the employee's and the City's physicians are contradictory and/or inconclusive, either party shall have the right to request a third separate medical evaluation and/or opinion from a physician who shall be an appropriate specialist, but not in practice with either physician rendering the previous evaluations and/or opinions. The City shall bear any and all-related costs. If both parties request a third medical evaluation and/or opinion, the third physician shall be selected by the previous attending physicians, as outlined above, and the costs shall be borne equally by the City and the employee. When appropriate, reference shall be made in all cases to physicians approved by the respective Pension Boards. Both the City and the employee shall abide by the majority medical evaluations and/or opinions. Such evaluation and/or opinions may be required of the employee by the City and/or its agent monthly, while an employee is in such status.
- (e) An employee who becomes ill, injured or disabled shall report to his supervisor as soon as possible. In cases of an on-the-job injury, illness or disability to a full-time law enforcement officer covered by this Agreement, the City will pay the employee's regular salary/wages and benefits for a period of not more than twelve (12) months from the date of the illness or injury. Time lost as pertains to this Section shall not be deducted from the employee's accrued benefits (i.e. compensatory time, vacation time, holiday time, etc.); except in cases beyond twelve (12) months, when an employee desires to continue receiving such pay differential, it shall be deducted at the rate of one (1) hour for each three (3) working hours the employee is absent due to such status.

The City may require periodic medical examination to determine the degree of disability, at the City's expense. Other stipulations, qualifications and requirements of the *Public Employee Disability Act*, 5 ILCS 354/0.01 et seq. shall apply.

- (f) Any employee who shall retire from the City and who shall qualify, based upon a minimum of twenty (20) years departmental service, for a regular pension upon reaching the age of fifty (50) years, shall be entitled to a lump sum payment equal to forty percent (40%) of his accumulated but unused sick leave credit, up to a maximum of one thousand twelve (1,012) hours, i.e. a maximum total of four hundred five (405) hours multiplied by the employee's hourly wage. For purposes

of this Section, the hourly wage shall be calculated by dividing the sum of the employee's annual salary, longevity pay and educational incentive pay by 2,080.

- (g) Dependent survivors of a deceased employee shall be eligible to receive a lump sum payment equal to forty percent (40%) of the employee's accumulated but unused sick leave credit up to a maximum of 1,012 hours, factored by the employee's hourly wage if
 - (1) The death was not in the line of duty, but the employee was vested for retirement benefits, according to the Police Pension Board; or;
 - (2) The death occurred in the line of duty, regardless of the employee's service length.
- (h) Each employee who is temporarily disabled and is expected to return to work, and who has exhausted his or her entire accrued Sick Leave balance may receive donations of accrued Compensatory Time from other employees. Such donated Compensatory Time may be used by the temporarily disabled employee in lieu of being placed on an Unpaid Disability Leave and may not exceed 240 hours.

SECTION 11.2 Maternity and Paternity Leave of Absence

- (a) Maternity leave is hereby defined as time off without pay, granted to a full time, non-probationary, certified female employee due to pregnancy. Said leave shall only be granted, if the employee does not elect to use accumulated sick leave or accumulated benefits have been exhausted.
- (b) In order for any employee to request maternity leave, said employee shall notify her department head in writing at least two (2) months prior to the date when the maternity leave is to commence, if practicable and shall include in said written notice the length of time for which the maternity leave is desired. Both the commencement and termination of leave dates should be based upon a statement of the employee's physician as to the dates, not later than which, the employee, for her own health and safety, as well as the baby's should both cease work and be able to return thereto. Such statement shall be attached to the employee's letter requesting maternity leave.
- (c) Maternity leave may be granted without pay for a maximum of one (1) year per pregnancy, upon written request from the employee.
- (d) An employee returning from maternity leave shall be assigned to a position for which she is qualified and for which a vacancy exists, except that any employee whose maternity leave has been less than three (3) months in duration shall be returned immediately to the position held by such employee on the date maternity leave commenced.
- (e) Each male employee, whose spouse has given birth, will be allowed to use accumulated Compensatory Time or Vacation Leave in lieu of reporting for work

on any scheduled work day after the release from the hospital of the mother for up to three (3) calendar days.

SECTION 11.3 Military Training Leave

A full time certified employee of the Police Department who is a member of a reserve unit of the Armed Forces of the United States, in addition to his or her vacation, will be granted leave for two (2) weeks for annual training sessions or schools, provided that twenty (20) days notice is given to his immediate superior or watch commander. In the event that compensation received by the employee while on military training leave is less than the employee would have earned for that period from his position in the City, then the City will compensate the employee for the difference, provided that the employee presents evidence of his compensation received from the Armed Forces while on Military Training Leave. For the purposes of this Section, it is understood that the City will calculate the difference in salary by dividing the employee's bi-weekly paycheck by ten (10) days even though the employee's military pay is based on fourteen (14) days pay.

SECTION 11.4 Training Leave

Employees may be granted leave with pay and expenses to attend professional meetings, training institutes and conferences at the discretion of the City Manager.

SECTION 11.5 Emergency Leaves

If a serious or unexpected emergency occurs to an employee's spouse or children, or a member of the immediate family in the employee's household, or emergency to the employee's domicile, the employee will be allowed to leave duty while the emergency exists. The employee must make arrangements to return to duty on the next day if the emergency continues beyond the duty day when the said emergency occurred, unless the employee received prior consent from the Chief of Police, or acting Chief or Officer in charge of the department in the absence of the Chief.

SECTION 11.6 Family Death Leave

A maximum of four (4) days leave with pay, dependent on funeral arrangements and travel requirements, may be granted to an employee of the Police Department in the event of a death in the immediate family. The immediate family will include only:

- (a) Spouse, children and spouse of children;
- (b) Parents of both employee and spouse;
- (c) Step parent and foster parents of employee and spouse;
- (d) Brothers and Sisters of employee and his spouse;
- (e) Grandchildren and grandparents of employee and spouse.

SECTION 11.7 Failure to Return After Leave

An employee who fails to return to his or her position without notice at the time specified on the employee's application for leave which has been granted under the provisions of this Article, shall be considered to have resigned unless the employee gives evidence of extenuating circumstances to the Board of Fire and Police Commissioners.

SECTION 11.8 Personal Leave

- (a) Employees may draw a maximum of three (3) personal leave days each calendar year from accrued but unused Sick leave. Personal Leave does not accumulate, nor may it be carried over from year to year.
- (b) Personal Leave may be taken at the employee's discretion subject to:
 - (1) Notification of intent to take such by the employee at least twenty-four (24) hours in advance, and;
 - (2) Approval by the Chief of Police, or his designated representative. Such approval shall only be withheld for operational reasons.

SECTION 11.9 FOP Time Off

The City shall, at the request of the Bargaining Unit Chairman, grant eighty (80) hours paid leave per year, and the bargaining unit members shall donate three (3) hours of paid sick leave time per year into a bargaining unit compensatory time pool, for use by employees who are selected as a delegate(s) for a specific activity for/or on behalf of the Illinois FOP Labor Council or the Fraternal Order of Police. Requests for use of such paid leaves time shall not be unreasonably denied or withheld and may be extended at the option of the City Manager. Seniority shall accumulate during such leaves of absence.

The members of the Bargaining Committee shall be allowed two (2) hours off at straight time, one time per month for regularly scheduled FOP meetings, if the individual is scheduled to work.

SECTION 11.10 Thirty (30) Day Special Leave

A leave of absence without pay for a period not to exceed thirty (30) calendar days may be granted to an employee on showing good cause and with the approval of both the Police Chief and the City Manager. The employee shall not accumulate seniority, sick leave, vacation time or any other benefits during the leave. If the employee desires to remain enrolled in the City insurance programs and contribute towards the employee's pension, the employee must make arrangements to pay the necessary insurance premiums to the City and/or pay the required employee pension contribution attributable to the period of absence.

ARTICLE XII

WORK HOURS

SECTION 12.1 Normal Work Day/Work Week

Except as otherwise provided in this Agreement, eight (8) consecutive hours shall constitute a regular work day and forty (40) hours a regular work week. Work schedules for the coming work period shall be posted no later than eight (8) days prior to the starting date of the new schedule.

The parties have agreed to implement a 12 hour shift schedule, which includes an agreement regarding filling a reduced workforce. The terms of that agreement are included in Appendix I and incorporated herein.

SECTION 12.2 Overtime Compensation

(a) Any time worked over the eight (8) hour shift shall be paid for at the rate of time and one-half and double time for holidays.

(b) An officer will be paid four (4) hours minimum pay at overtime rate if the employee is called out between the time of one (1) hour after his or her scheduled quitting time and four (4) hours before his or her regular starting time, provided that an employee shall be allowed the option of receiving compensatory time in lieu of pay; and such compensatory time shall be accrued at the rate of one and one-half times the time worked. This time and one-half provision does not apply to the time off under the holiday or birthday holiday benefit. An employee shall be allowed to accrue a maximum of sixty (60) days compensatory time, thereafter, any additional accrual of compensatory time shall be subject to approval by the Police Chief. The use of compensatory time must first be approved by the Police Chief before compensatory time shall be taken.

(c) Each employee may forfeit the use of any or all accumulated Compensatory Time accrued in lieu of taking time off work without pay for disciplinary reasons for up to three (3) work days. Each employee may use any or all accumulated Compensatory Time in lieu of taking time off work without pay for medical reasons after the employee has exhausted all accrued Sick Leave.

(d) Each employee who is temporarily disabled and is expected to return to work, and who has exhausted his or her entire accrued Sick Leave balance may receive donations of accrued Compensatory Time from other employees. Such donated Compensatory Time may be used by the temporarily disabled employee in lieu of being placed on an Unpaid Disability Leave and may not exceed 240 hours.

(e) The Police Chief, or the Chiefs representative, and the Union shall meet and confer to discuss how compensatory time will be requested and approved. The results of these discussions will be incorporated into a side letter to this Agreement.

(f) Effective January 1, 2011, Shift Level overtime assignments shall be initially offered to employees on the basis of accumulated overtime hours, using a Shift Overtime List (SOL) for each shift. Each SOL will be established based upon the lowest to highest amount of accumulated overtime (excluding special assignments) worked in the prior calendar year as of January 1, 2011. Thereafter, effective January 1st of each subsequent year, the SOL will be again reset for each shift on the basis of inverse accumulated overtime in the same manner that the initial SOL was prepared.

(g) When an unanticipated Shift Level overtime vacancy occurs, the Chief shall first attempt to fill the overtime vacancy by offering it to employees on the SOL for the shift where the overtime vacancy exists. The procedure for contacting employees shall be determined by the Chief but the parties anticipate that a mass communication via text message or a similar procedure, with a fixed response window of no more than ten (10) minutes, will be required in order to fill the unanticipated vacancy on a prompt and orderly basis. If one or more employees on the shift in which the vacancy exists offers to fill the vacancy, then the employee with the highest position on the SOL (i.e., the least amount of accumulated overtime as of the prior January 1st) will be assigned to fill the vacancy. In the event no employee on the SOL accepts the overtime, the Chief shall then offer the overtime to all other available employees in the Operations Division, regardless of shift, in the manner currently in practice as of the date of this Agreement. If the overtime vacancy remains unfilled, the first employee with the least amount of seniority on the shift in which the overtime occurred shall be required to fill the vacancy.

(h) If an Employee changes shifts during the course of the year, the SOL shall be modified to reflect the employee's position on the SOL for the employee's new shift.

SECTION 12.3 Court Time

Court time will include: inquests, pre-trial, liquor hearings and all appearances in any court of law. It is agreed that when an off-duty sworn Police Officer is required to be in court, the Officer will receive compensation and shall be paid for a minimum of two (2) hours. In the event the Officer is required to be in court in excess of two and one-half hours, he or she shall be paid for an additional two hours at the rate of time and one-half. The employee shall receive pay for the above on the next pay period following his or her appearance in any of the above.

In addition to the foregoing, each employee covered by this Agreement shall receive an annual Court Stipend in the amount of \$1,000 in consideration of the time spent by the employee outside the normal work schedule in preparation for court appearances. For the 2011 contract year, the Court Stipend shall be \$1,000, but \$500 shall be abated. As such, the actual amount of Court Stipend paid to each eligible employee shall be \$500, subject to proration as hereinafter set forth. For the 2012 contract year, the Court Stipend shall be \$2,100, but \$1,100 shall be abated. As such, the actual amount of Court Stipend paid to each eligible employee shall be \$1,000, subject to proration as hereinafter set forth. In the event that this Agreement remains in effect after December 31, 2012, then the temporary abatement of the Court Stipend shall be deemed terminated and the amount of the annual Court Stipend shall be \$2,100.

Newly hired employees shall receive the Court Stipend pro-rated on a monthly basis. For example, an employee commencing compensable service on May 1, 2010 shall receive a Court Stipend of \$666.67 for that year, which shall be paid as a part of regular payroll within a reasonable time after commencing service.

The Court Stipend shall be paid as part of a regular payroll in January of each year. The City and the Union acknowledge that the Court Stipend is considered "salary attached to rank" for the purposes of the *Pension Code*.

SECTION 12.4 Training Pay

All assigned schooling and/or training on off-duty time will be paid at the rate of time and one-half.

SECTION 12.5 Call-Out Pay

Employees called out after completing their work day shall be paid for a minimum of four (4) hours or all such work performed, whichever is greater, at the rate of time and one-half. This Section shall not apply to any court calls, which are solely governed by Section 12.3 of this Agreement.

SECTION 12.6 Changes to Posted Shift Schedule

- (a) The work schedule, determining the starting time, and the days off of each Police Officer shall be made by the Chief of Police or the Chiefs authorized representative, and may be changed from time to time to suit varying conditions, provided, however, that indiscriminate changes shall not be made in such schedules and provided further, that changes deemed necessary shall be made known to the employee at least five (5) working days prior to such change, except when there is mutual agreement between the employee and the Chief, or where the Chief believes there is an emergency situation.
- (b) For the purpose of this Section, an emergency situation shall be defined as a sudden unexpected happening, an unforeseen occurrence or condition, a specifically perplexing contingency or complication of circumstances, or a condition of insufficiency of services.
- (c) If an employee's duty hours or days off are changed other than as provided for in sub-section (a) of this Section, the employee shall be paid at the rate of one and one-half (1.5) times the employee's base hourly wage only for those hours worked which were not originally scheduled for that employee but which were worked within the five (5) day required notification of change period. These provisions shall not apply in those cases when such changes originate as the result of a request for change from an employee represented by the bargaining unit.
- (d) When regular shift changes occur, any employee who is not given at least eight (8) hours off between the end of one tour of duty and the beginning of another tour of duty, shall be paid at the rate of one and one-half (1½) times the employee's base hourly wage for those hours worked within the eight hour period. This

provision shall not apply in those cases when such changes originate as the result of a request for change from an employee represented by the bargaining unit.

- (e) Should it be necessary to adjust shift cycles from the present practice of fifty six (56) calendar days, the City shall explain the reasons for such change with the Bargaining Committee prior to the implementation.
- (f) Employees may switch shifts once per shift cycle for up to sixty (60) days (or the end of the shift cycle, whichever is sooner) upon reasonable advance written notice to the Chief.

SECTION 12.7 *Field Training Officers*

Effective January 1, 2006, employees assigned by the Chief to serve as Field Training Officers shall receive two (2) hours of pay at the employee's overtime rate for each shift that the employee actually serves as a training officer.

SECTION 12.8 *Sub-Station Assignments*

If an employee believes that the Chiefs assignment to a substation is not fairly related to the operations of the Department, the employee can meet with the Chief to discuss the basis of the assignment. If the employee is not satisfied with the Chiefs explanation of the basis for the assignment, the employee can meet with the City Manager to discuss the assignment. A substation assignment decision made by the Chief or the City Manager is not grievable.

SECTION 12.9 *Travel Time*

Unless otherwise expressly and specifically stated in this Agreement, travel time to and from an employee's residence and the location the employee is required to report for duty shall not be compensable or counted as hours actually worked for any purpose under this Agreement.

ARTICLE XIII

HOLIDAYS

SECTION 13.1 Recognized Holidays

Effective January 1, 2011, for the purpose of this Agreement, the recognized holidays shall be as determined by the City's corporate authorities (other than the employee's birthday holiday). The currently designated holidays are:

- | | |
|-------------------------------|--|
| New Year's Day | Presidents Day |
| Martin Luther King's Birthday | Good Friday |
| Memorial Day | Independence Day |
| Labor Day | Columbus Day |
| Veteran's Day | General Election Day (IL House of Reps.) |
| Thanksgiving Day | Christmas Day |
| Employee's Birthday | |

SECTION 13.2 Holiday Compensation

Should any of these holidays fall while the employee is on vacation or during his or her scheduled days off, the employee shall receive an additional day off.

If the employee is scheduled to work on the holiday, the employee shall be paid at the rate of double time the rank pay.

Employees called out or held over to work a holiday, who are not scheduled to work on a holiday, shall be paid double time in addition to the regular holiday pay. All payments are to be figured at the current rate of pay.

Section 13.3 Holiday Stipend

Effective January 1, 2022, except as otherwise provided for in this section, holidays shall not be recognized for any purpose, including, but not limited to, earning premium pay, earning compensatory time or any other provisions associated with holidays prior to January 1, 2022. In lieu thereof, each member shall receive a Holiday Stipend and four (4) Floating Off-Duty Days.

In 2022, each employee covered by this Agreement shall receive a Holiday Stipend as laid out in Appendix J.

ARTICLE XIV

WAGES

SECTION 14.1 Annual Base Salary

Each employee covered by this Agreement shall receive an annual base salary as specified in the Salary Table attached to this Agreement as Appendix F.

SECTION 14.2 Payment for Meals

Payment of or provisions for meals will be given to employees after working twelve (12) continuous hours, or after eight (8) hours of call back time.

SECTION 14.3 Pay Step Advancement

Effective January 1, 2005, each employee covered by this agreement shall advance through the pay steps as follows:

<u>PAY STEP ADVANCEMENT</u>			
<u>From Step</u>	<u>To Step</u>	<u>Term</u>	<u>Action</u>
A	B	At Least 1 Year	Merit
B	C	1 Year	Automatic
C	D	1 Year	Automatic
D	E	3 Years	Automatic

- (a) From the date of hire for a period of at least one (1) year, the employee shall be compensated at Step A.
- (b) One (1) year after the date of hire each employee shall be advanced to Step B pending receipt of a satisfactory Performance Evaluation by the Chief of Police. Any employee not receiving a satisfactory Performance Evaluation shall be reevaluated a minimum of one (1) time every six (6) months until the employee receives a satisfactory Performance Evaluation.
- (c) One (1) year after advancing to Step B, the employee shall be automatically advanced to Step C.
- (d) One (1) year after advancing to Step C, the employee shall be automatically advanced to Step D.
- (e) Three (3) years after advancing to Step D, the employee shall be automatically advanced to Step E.

SECTION 14.4 Patrol Officer and Master Patrol Officer

The job classification of Master Patrol Officer (Appendix A) and Patrol Officer (Appendix B) attached, shall be as approved by the City Council.

The job classification of Master Patrol Officer (MPO) shall include all Patrol Officer (PO) personnel assigned to duties such as Detective/Investigator, Evidence Officer/Technician, JNU, MANS, CPAT, NRT, Canine Officer, and Tri-County Auto Theft and other personnel that may be from time to time assigned to similar and/or related duties by the Chief of Police or the Chiefs designated representative. All such personnel shall be paid the established MPO scale. Temporary MPO appointment shall not exceed sixty (60) calendar days, in any calendar year, except when necessary for emergency and/or special on-going police operations including clandestine activities/investigations, and/or specially funded programs for their duration.

Employees completing service in specialized units such as JNU, MANS, CPAT, NRT, Canine Officer, or the Tri-County Auto Theft shall be reassigned to the Patrol Division.

However, the foregoing requirement does not apply to any employee serving in such specialized units as of May 23, 2006. Such employees shall return to the assignment held by the employee immediately prior to their assignment to such specialized units.

SECTION 14.5 Automatic Advancement to Master Patrol Officer

(a) Effective January 1, 2005, any bargaining unit employee who has reached the 9th anniversary date of his or her employment as a sworn Joliet Police Officer shall be considered a Master Patrol Officer (MPO) and shall be compensated in accordance with the Salary table attached as Appendix F.

(b) Beginning January 1, 2005, the annual base salary of a MPO with three complete years of service as a MPO shall be as specified in the Salary Table attached as Appendix F.

(c) Employees serving as a MPO by assignment of the Police Chief shall receive time in grade credit for service as an MPO, provided the employee serves a minimum of one year as an MPO by assignment. No other assignment shall be eligible for the foregoing benefit. If the employee serves less than one year as an MPO by assignment, then no time in grade credit shall be given to the employee. The time in grade credit shall be used solely for the purposes of this sub-section and for no other benefit. The time in grade credit for MPOs by assignment established in this sub-section shall only be available for employees assigned on or after January 1, 1999 and time in grade will begin accumulating as of January 1, 1999. No time in grade credit will be given to MPOs by assignment for service prior to January 1, 1999.

SECTION 14.6 K-9 Officer

Effective January 1, 2000, the City shall pay each K-9 Officer the sum of \$150.00 per month. In addition, each K-9 Officer shall be granted one half (1/2) hour per day and

one additional hour per month Compensatory Time for the time the officer spends with the care and maintenance of the animal.

SECTION 14.7 Special Assignment Pay

(a) Each employee covered by this Agreement who works a Special Assignment Job shall receive a rate of pay determined by dividing the top annual base salary of a bargaining unit Patrol Officer position effective January 1, 1998 by 2080 hours (\$24.51). This rate may be increased to the current hourly rate upon 90 days written notice by the Labor Council to the City.

(b) Employees working a Special Assignment Job shall be covered by the City's Workers' Compensation program and Police Liability Insurance.

(c) The City shall charge an administrative fee to the user of a Special Assignment Job employee which shall be determined annually by the City Manager. The City Manager shall inform the Bargaining Committee of the amount of the administrative fee sixty (60) days prior to change in order to allow for comments. The City and the Labor Council agree and acknowledge that Special Assignment Pay is owed by the private party requesting the service and not the City. The City's sole role in special assignments is to facilitate payment of Special Assignment pay to employees for the sole benefit of the employees. The Labor Council and the employees agree that hours worked on Special Assignment Jobs are not compensable by the City under FLSA.

SECTION 14.8 Pick Up and Payment of Employee Pension Contribution

The City shall pick up and pay to the Joliet Police Pension Fund (the Fund), on behalf of each Employee covered by this Agreement; an amount equal to the police officer contribution required by Section 3-125.1 of the *Illinois Pension Code* (40 ILCS 5/3-125.1), as amended, which as of the effective date of this agreement is 9.91% of salary. It is understood that this pick up and payment to the Fund consists of the amount assessed against each such Employee under the provisions of the Fund and shall be considered to be a payment of salary under Section 1. Such amounts picked up and paid to the Fund will be treated as employer contributions for income tax purposes pursuant to 26 USC Section 414(h). The City shall not be required by this paragraph to pick up and pay any additional amounts to the Fund.

The Labor Council agrees that the City's pick up and payment of contributions to the Fund is solely for the purpose of making such contributions, which otherwise would be made by the Employee, nontaxable for income tax purposes and shall not be considered as reducing the salaries paid to the Employees in accordance with Section 1 hereof. The Labor Council shall hold the City harmless and indemnify the City against any and all liabilities, losses, and expenses of whatever nature arising out of the City's agreement to pick up and make payments to the Fund in accordance with this Section.

ARTICLE XV

GENERAL CONDUCT

SECTION 15.1 Conduct and Discipline

As a member of the public service, a public employee shall conduct himself or herself, both on and off the job, in a manner so as to bring credit upon the service and shall abide by all Rules and Regulations of the City of Joliet, Board of Fire and Police Commissioners, State of Illinois and United States of America.

SECTION 15.2 Bill of Rights

The City agrees to afford the protection of the *Uniformed Peace Officer's Disciplinary Act* (50 ILCS 725/1 et seq.) to all Officers covered by this Agreement. Whenever any Officer is subject to questioning as part of an investigatory procedure, the employee may exercise their rights as provided by *N.L.R.B. vs. Weingarten*, 420 U.S. 251 (1975) and *Morgan vs. Central Management Services and Corrections*, 1 PERI Y2020 (ISLRB 1985).

SECTION 15.3 Non-Disclosure

No Officer shall be required to disclose any item of personal property, income, assets, source of income, debt, personal or domestic expenditures (including those of family or household members) except as may relate to a conflict of interest in secondary employment or an obligation of public officials required by State or Federal law; or unless such information is directly necessary in an investigation concerning the performance of the Officer's official duties.

No photo of an Officer under investigation shall be made available to the media prior to a conviction for criminal offense or a decision rendered by the BOFPC or an arbitrator relative to disciplinary action.

SECTION 15.4 Operations Manual

Copies of changes to the Operations Manual will be provided to the Bargaining Committee in addition to other distribution.

ARTICLE XVI

SAFETY AND HEALTH

SECTION 16.1 Safety Conditions

Both parties to this Agreement hold themselves responsible for mutually cooperative enforcement of safety rules and regulations. Should an employee complain that his work requires the employee to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately by the City Manager

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or an authorized representative. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance section of this Agreement.

SECTION 16.2 Joint Safety Committee

The parties to this Agreement shall establish a five (5) member Joint Safety Committee consisting of at least one (1) representative of Bargaining Committee for purposes of promulgating a written safety code and for reviewing and discussing former accidents or injuries with the intent of Improving the health and safety condition of the City of Joliet service. Both parties agree to enforce such code.

ARTICLE XVII

BULLETIN BOARDS

The City will furnish and maintain a bulletin board which may be used by the Labor Council for posting notices signed by an accredited Labor Council official and/or by the City. No political or personal matters shall be displayed thereon. Notices shall be subject to the approval of the City Manager.

ARTICLE XVIII

VACATION

SECTION 18.1 Vacation Accrual

Each employee shall accrue Vacation Leave on a monthly basis as follows, based upon their City seniority.

<u>CITY SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>ANNUAL ACCRUAL</u>
Hire Date to 5 th Anniversary	0.83 work days	10 work days
5 th Anniversary to 12 th Anniversary	1.25 work days	15 work days
12 th Anniversary to 20 th Anniversary	1.67 work days	20 work days
After 20 th anniversary	2.08 work days	25 work days

SECTION 18.2 Forfeiture

On December 31st of each year, each employee will be required to have reduced the employee's Vacation Leave holdover to no more than one and one-half (1½) times the employee's annualized accrual rate. At that time, any vacation accrued in excess of the maximum will be forfeited. Each employee who exceeds the maximum limit on vacation accrual due to operational necessities or the employer and/or proven personal emergencies shall not be required to forfeit the monthly vacation accrual above the maximum limit.

SECTION 18.3 Scheduling

Vacations will be scheduled in any calendar year by the Chief of Police or an authorized representative. The previously established rules of seniority governing preference in choosing a particular date for a vacation shall be followed, subject only to the restriction that it does not affect the proper and efficient functioning of the Police Department.

Vacation draws shall be by Departmental seniority as follows:

- (a) *First Draw:* Annual vacation accrued, through 31 December of the year in which the draw occurs.
- (b) *Second Draw:* Any carry-over from previous year(s).

SECTION 18.4 Scheduling Exceptions

By virtue of their assignment to specific operations and/or programs in the Department, certain members are not replaced when absent. Those members shall be allowed to waive their contractual right to participate in the vacation draw process and agree instead to schedule their vacation with the Chief of Police or the Chiefs designee. The purpose of this Section is to create greater flexibility in the utilization of vacation leave and provides for more available slots in the Patrol Division yearly vacation draws.

SECTION 18.5 Vacation Pay

Upon termination of employment with the City, employees covered by this Agreement shall receive vacation credit as outlined in this Article by dividing the sum of the employee's annual salary, longevity pay, holiday stipend, and educational incentive pay by 2,080 hours.

ARTICLE XIX**CLOTHING****SECTION 19.1 Uniform and Equipment Supplied**

The parties agree that the City of Joliet shall provide all necessary clothing and equipment; also maintenance and repair of said clothing and equipment. Sufficient ammunition shall be provided by the City to all Police personnel for range practices by the City, and the City shall issue all Police personnel service revolvers to be owned and paid for by the City.

The City shall issue to each sworn police officer covered by this agreement a minimum uniform of four pairs of uniform trousers and twelve uniform shirts (Six long and six short sleeve) and two (2) pairs of shoes with other equipment and uniform items.

SECTION 19.2 Plainclothes Allowances

Effective January 1, 2022, each Plainclothes Officer shall receive the sum of \$750.00 per year as an additional stipend.

SECTION 19.3 Body Armor

As part of the uniform and equipment supplied to the employees, the City shall provide each officer with an approved soft body armor vest; and, shall replace the body armor in accordance with the manufacturer's specifications, or as necessary. The "TYPE" of body armor shall be discussed and agreed to between the City and the Bargaining Committee, and more than one choice of manufacturer and/or style shall be provided.

ARTICLE XX

LONGEVITY PAY

SECTION 20.1 Longevity Pay Schedule

Each employee hired prior to December 31, 1982, covered by this Agreement shall receive Longevity Pay on an annual basis as follows:

<u>RANK/PAY STEP</u>	<u>YEARS OF CITY SERVICE</u>				
	5 Years	10 Years	15 Years	20 Years	25 Years
<i>Master Patrol Officer</i>					
A	\$372	\$742	\$1,115	\$1,487	\$1,987
B	\$410	\$720	\$1,230	\$1,639	\$2,139
C	\$441	\$882	\$1,323	\$1,764	\$2,264
D/E/F/G	\$474	\$949	\$1,423	\$1,897	\$2,397
<i>Patrol Officer</i>					
A	\$354	\$708	\$1,062	\$1,416	\$1,916
B	\$390	\$781	\$1,171	\$1,561	\$2,061
C	\$421	\$842	\$1,263	\$1,683	\$2,183
D/E/F/G	\$452	\$903	\$1,355	\$1,807	\$2,307

SECTION 20.2 Eligibility

Each employee hired after December 31, 1982, and before June 30, 1987, will be entitled to Longevity Pay based on the schedule contained in Section 1 of this Article, provided monies are available in accordance with the following:

- (1) The monies needed to fund Longevity Pay for all current employees hired prior to December 31, 1982, will remain frozen at that level throughout the term of this Agreement.
- (2) The employee must meet the time requirements as outlined in Section 1.

Each employee hired after July 1, 1987, shall be entitled to Longevity Pay after 15 and 20 years of continuous service as a Patrol Officer and/or a Master Patrol Officer in the amount of \$1,423 and \$1,897 respectively. (Therefore, the first longevity payment shall not occur until the year 2003.) The applicable amount shall be added

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to the eligible employee's annual base rate of pay. Effective January 1, 2000 employees having completed 25 years of service to the City in the Police Department shall receive an additional Longevity Pay of \$500.00 as set forth in the schedules in Section 20.1.

The provisions outlined in this section shall be the one and only longevity payment for all bargaining unit members and shall forever end negotiations of this matter unless the parties mutually agree otherwise.

ARTICLE XXI

GROUP INSURANCE PROGRAM

The parties agree that healthcare shall remain status quo for all Employees, Retirees, Retiree Spouses and family coverage under the current Group Health Insurance Benefits Plan and shall remain unchanged through December 31, 2030. Healthcare shall be considered a permissive subject of bargaining until December 31, 2030. Therefore, the City understands that if it should request bargaining prior to December 31, 2030, and the Union declines to discuss this Article, the City shall not be entitled to any further rights to seek modification of this Article.

The only exception to the above paragraph is that if the Cadillac Tax (aka excise tax) under the Affordable Care Act, as amended, is imposed, the Agreement shall be reopened in 2025 if the City is penalized under such tax. The parties agree that only the financial consequences of the tax will be addressed.

SECTION 21.1 Health Benefit Plan for Active Employees:

(a) **Plan Structure**

The City of Joliet agrees to provide and pay for a modified group medical health insurance program for each permanent, full time employee covered by this Agreement. The program currently consists of a Preferred Provider Organization (PPO), with physician components, provided by Blue Cross/Blue Shield, but the carrier may be changed as conditions warrant, so long as the coverage remains the same.

(b) **Group Health Insurance Benefits for Active Employees**

The City shall provide group health insurance benefits for each permanent, full-time employee covered by this Agreement, and their dependents, in accordance with the Plan Document ("Plan") currently on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein. A summary of the key health insurance benefits to be provided by the City to eligible active employees is as follows:

SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE EMPLOYEES

General Provisions

<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Individual Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Family Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Individual Deductible Participating Provider	\$250 per benefit period (effective 1/1/2010)
Non-Participating	\$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010)
Non-Participating	\$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document)	
Participating Provider	\$1,000 per benefit period
Non-Participating	\$3,000 per benefit period

Family Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document)	
Participating Provider	\$3,000 per benefit period
Non-Participating	\$9,000 per benefit period

Hospital Benefits

<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Outpatient Covered Services Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

Physician Benefits

<u>Item</u>	<u>Benefit</u>
Surgical Covered Services Participating Provider	100% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Medical Covered Services Participating Provider	80% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance

<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and diabetic supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<u>Home Delivery Prescription Drug Program (90 day supply)</u>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

<u>Dental Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Deductible	\$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	\$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	\$1,000
Passive PPO Plan	Same benefits and limits as above

(d) **Group Term Life Insurance Benefits for Active Employees**

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each active full-time employee, but not their dependents, with a death benefit of \$12,500 payable as directed by the covered employee.

(e) **Group Long Term Disability Benefits for Active Employees**

In addition, the City shall provide, at no charge to the employee, group long term disability insurance for each active full-time employee.

(f) **Working Spouses and Dependents of Active Employees**

(1) **Primary Coverage Limited**

In the event the spouse or a dependent of an active employee enrolled in the City's group health insurance plan is employed on a non part-time basis (defined 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available, provided the spouse or dependent has enrolled with his or her employer for primary

coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(2) Waiver/Premium Credit

In the event the employer of the employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling \$1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active employee with a credit against premiums due the City in the amount that the third party employer premiums exceed \$1,300 per year. The City may make or modify this election during each annual open enrollment period or at the time the City is informed by the employee that the employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.

(3) Duty of Employee to Notify City of Status of Spouse or Dependent

The City shall provide an annual open enrollment process in which the employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(4) Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(5) Coordination of Benefits-Dependent Children of Divorced or Separated Parents

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

(e) Employee Election to Opt Out of Plan

An active employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

An employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be \$100 per pay period. The amount of the Opt Out Incentive for employees having family coverage shall be \$200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts. The City may withhold income taxes from the Opt Out Incentive.

An employee who elects to opt out shall not be eligible for City group health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Department of Human Resources that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the City, or that is enrolled on the City's Plan in his or her own right as a City retiree or disabled person, is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the City's Plan on a primary, secondary or other basis.

An Employee having a spouse that is also employed by the City shall be required to pay the monthly premium on an individual or family basis as the employee may designate (unless both the Employee and the Employee's spouse elect to opt out as provided above). In addition, if such an employee and his or her City-employed spouse enroll for family coverage, then the City shall provide coverage to the employee, the spouse and their respective dependents on a primary and secondary basis for Hospital

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Benefits and Physician Benefits (but not Dental Benefits or Supplemental Vision Benefits).

SECTION 21.2 Health Benefit Plan for Separating Employees (Retirees)

The City shall provide group health insurance benefits for each separating employee covered by this Agreement who, at the time of separation, has a minimum of twenty (20) years of service as a full time City of Joliet police officer. Eligible separating employees shall be entitled to receive Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits, but not Dental Benefits or Vision Benefits, in accordance with the Plan Document currently in effect, except as may be otherwise expressly set forth herein. The City shall bear the costs of these benefits for the separating employee. The separating employee shall bear the costs of these benefits, i.e. pay the monthly premium charges, for eligible dependents.

A summary of the key health insurance benefits to be provided by the City to eligible separating employees is as follows:

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR SEPARATING EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Premium	\$0 for the separating employee. \$118.20 per month for a spouse under 65, \$59.10 per month for a spouse over 65 (on Medicare) and \$217.68 per month for family coverage
Individual Deductible Participating Provider Non-Participating	\$250 per benefit period (effective 1/1/2010) \$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document) Participating Provider Non-Participating	\$1,000 per benefit period \$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document) Participating Provider Non-Participating	\$3,000 per benefit period \$9,000 per benefit period

Hospital Benefits

<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

Physician Benefits

<u>Item</u>	<u>Benefit</u>
Surgical Covered Services Participating Provider Non-Participating	100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance

Prescription Drug Program Benefits

<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and diabetic supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<i>Home Delivery Prescription Drug Program (90 day supply)</i>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

The parties acknowledge that there currently is pending in the Illinois Appellate Court the case of Marconi et al. v. City of Joliet, No. 3-11-0865. This case involves claim brought by four individual retirees which asserts that the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, as originally implemented on January 1, 2010, violate their rights under Article XIII, Section 5 of the Illinois Constitution.

The City and the Union agree that under the terms of this Agreement, and all predecessor collective bargaining agreements, the City is authorized to require the payment of a premium for retiree dependent coverage based on the full cost of such coverage. The parties further acknowledge that under the terms of this Agreement that the City has agreed to not fully exercise this authority as to those retirees that pay the annual deductible, prescription drug co-payments and certain other retiree obligations required by this Section. Therefore, in the event one or more of the plaintiffs in the Marconi case, or any other retiree, does not pay the annual deductible, prescription drug co-

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payments and certain other retiree obligations as described in this Section, then, as to such persons only, the City may fully exercise its contractual authority and may increase the premium charged for coverage of the dependents of the retirees in an amount not to exceed, in total, the full cost of such coverage.

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each eligible separating employee, but not their dependents, with a death benefit of \$12,500 payable as directed by the separated employee.

SECTION 21.3 Health Benefit Plan for Disabled Employees

- (a) *Permanent Partial Disability.* The City of Joliet shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former employee held at the time of separation, to continue to receive the following group insurance benefits.
- (1) Hospital, Physician and Prescription Drug Benefits, including eligible dependents, as outlined above. The City shall bear the cost of these benefits for separating employee. The City shall bear the cost of these benefits for the permanent partially disabled employee. The permanent partially disabled employee shall bear the cost of these benefits, i.e., pay the monthly premium charges, for eligible dependents.
 - (2) Group Term Life Insurance in the amount of \$12,500 at the City's expense.
- (b) *Permanent Total Disability.* The City of Joliet shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to work in any occupation for which the employee may qualify, to continue to receive the following group insurance benefits.
- (1) Hospital, Physician and Prescription Drug Benefits, including eligible dependents, as outlined above.
 - (2) Dental Benefits, including eligible dependents, as outlined above.
 - (3) Group Term Life Insurance in the amount of \$12,500.

SECTION 21.4 Health Benefit Plan for Surviving Spouse

The City shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group health insurance benefits, provided these individuals pay the monthly premium charge for this coverage to the City. This coverage shall cease upon remarriage of the employee's spouse.

If the employee is killed in the line of duty the City shall allow the surviving spouse and eligible dependents to remain in the insurance program and receive benefits as listed

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in Section 1 of this Article. The City shall bear the cost of this coverage, provided the individuals are not covered by a compatible plan.

SECTION 21.5 Program Coverage

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provisions of the program documents which are on file in the office of the City Clerk. Each covered employee shall receive a booklet describing the coverages provided under both the Group Health Insurance, Dental and Long Term Disability plans.

SECTION 21.6 Joint Health Care Review Committee

The Bargaining Committee shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members of the City Administration. This committee shall meet at least monthly during the term of this contract, in order to determine and establish the most cost beneficial health care program to both the City and its employees.

SECTION 21.7 Other Benefits

(a) **Wellness Benefit**

Each employee and dependents are eligible to receive reimbursement up to a maximum of \$200.00 per calendar year for treatment or services rendered for eye care, or the \$200.00 reimbursement may be used by the employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of \$200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit; Plan, shall be forfeited if the employee uses the \$200.00 allowance for eye care or a qualifying physical fitness program.

(b) **Survivors**

Survivors of an officer killed in the line of duty shall be reimbursed up to \$10,000 for funeral expenses upon presentation of receipts and/or invoices

(c) **Supplemental Accident Benefit Repealed**

The \$300 Supplemental Accident Coverage benefit is repealed effective October 1, 2009.

(d) **Supplemental Vision Benefit**

Effective January 1, 2010, in addition to any other benefit provide under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with an annual benefit limit of \$150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription

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eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.

Effective January 1, 2022, in addition to the benefits provided for in this Section, at the request of an employee, the City shall pay for one general physical examination of the employee by a medical professional each calendar year. The medical professional, and the time, location and scope of the examination, shall be determined by the City.

ARTICLE XXII

NO STRIKE - NO LOCK OUT

SECTION 22.1 **No Strike**

It is agreed that during the term of this Agreement, neither the Labor Council, its officers or agents and any employee covered by this Agreement will instigate, promote or engage in any strike, stoppage of work or interfere with City operations.

SECTION 22.2 **No Lockout**

The City agrees not to lock out any employee covered by this Agreement during the term of the Agreement.

ARTICLE XXIII

DRUG TESTING

SECTION 23.1 **Definitions**

“Drugs” shall include, but not be limited to, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) or the Cannabis Control Act (720 ILCS 550/1 et seq.); and any controlled substance listed in Schedules I through V of 21 U.S.C. 812 for which the person tested does not submit a valid pre-dated prescription. Thus, the term “drugs” includes prescription or over-the-counter medications, illegal drugs and any look-alike substance, designer drugs or any substance which may have adverse effects on perception, judgment, alertness, memory or coordination. “Drugs” shall include any form of cannabis regardless of any Illinois law permitting possession and use of marijuana or cannabis.

SECTION 23.2 **Prohibitions**

Employees are prohibited from consuming, possessing, purchasing or being under the influence of alcohol or cannabis as defined within 410 ILCS 705, or illegal drugs at any time during the workday or anywhere on the Employer's premises or to report to work under the influence of alcohol except in accordance with duty requirements. Employees are required to report to their supervisor any known side effects of medication or prescription drugs, which they are taking. Employees are prohibited from possessing

selling, using, purchasing or delivering illegal drugs in violation of any State or Federal Statutes.

SECTION 23.3 Type of Testing

Where the Employer has reasonable suspicion to believe that an Employee is under the influence of alcohol during the course of the workday or has used illegal drugs, the Employer shall have the right to require the Employee to submit to alcohol or drug testing.

SECTION 23.4 Order to Take Test

The Employer shall provide the employee, at the time he or she is ordered to submit to testing, with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall be given a reasonable time, not to exceed one hour, to consult with a union representative and/or counsel prior to any questioning. The City shall only discuss the particulars of the case with the employee and a union representative. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results if such reassignment was solely to await the result of a testing procedure.

SECTION 23.5 Specialized Units

All members volunteering for assignment to specialized units shall be subject to drug testing upon their conditional selection to said specialized unit. Specialized units will consist of the Tactical Unit and any multi-jurisdictional unit (e.g., Metropolitan Area Narcotics Squad, Cooperative Police Assistance Team, and the Tri-County Auto Theft Task Force).

SECTION 23.6 Right to Contest

The union and/or the employee shall have the right to contest and/or grieve any aspect of any testing for just cause under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such test that may arise outside this Agreement, which the employee may pursue with or without the union.

SECTION 23.7 Voluntary Requests for Assistance

No adverse employment action shall be taken in any manner or forum against any employee for drug and/or alcohol usage who, prior to a positive result, voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests. Such voluntary requests shall not confer

immunity from discipline for any criminal activity or misconduct attendant to substance abuse.

SECTION 23.8 Department-Wide Random Testing

- (a) All members of the Labor Council shall be subject to random drug testing. Members shall be assigned a permanent number and the selection of those to be tested shall be determined by a random drawing conducted by the Chief of Police and/or Deputy Chief in the presence of a selected Labor Council member. The Chief will be permitted to have four (4) random drawings per year with a maximum of 15% of total membership tested per drawing. No employee shall be subject to more than three (3) random tests per calendar year.
- (b) The Chief, without looking, will select officers for random testing by picking the assigned permanent numbers out of a container. The selection of numbers will be witnessed by a member of the Labor Council chosen by the Executive Board of the Labor Council. After an officer is selected, the testing will proceed as described in this Article.
- (c) A test for the presence of illegal drugs shall also be a part of any medical examination ordered by the City in connection with promotions, recall, or the return to duty after leaves of absence which does not include sick leave, vacation, or on-duty injury. All tests ordered by the City shall be at the expense of the City.
- (d) In all drug testing, whether for just cause or for random, the City shall use only a clinical laboratory or hospital facility that is licensed per the *Illinois Clinical Laboratory Act*, which laboratory shall comply with all NIDA standards. The City shall establish a chain of custody procedure to insure the integrity of samples and test results. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and an optional subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS), or an equivalent or better scientifically accurate test. The cost of an optional subsequent test will be borne by the employee should he or she choose to have such test conducted.
- (e) As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test and any information otherwise coming into the possession or knowledge of the Employer resulting from the testing itself (e.g., insurance billings), except for confirmed results, shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing an alcohol concentration of .08 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer shall bear the burden of proof of establishing that concentrations less than .08 indicated the employee is under the influence

in violation of this article. The employee shall receive a copy of all test results, information, documents and other reports received by the employer.

- (f) In the first instance an employee tests positive as defined above on a non-prescribed drug or alcohol test, the employee may be subject to disciplinary action, up to and including discharge. The following facts will be given consideration when determining discipline if the employee: (1) participates in an appropriate treatment program, including after care as determined by the physician(s) involved; (2) discontinues illegal use of drugs or abuse of alcohol; and (3) submits to periodic testing at the discretion of the Chief for one (1) additional year after completion of an after-care program. Employees who do not comply with the conditions of this section, or who test positive for the second time, shall be subject to discipline up to and including discharge. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after care shall be permitted to take accumulated time off and shall be afforded a leave of absence up to 12 weeks upon request for the period of counseling and after care, at the option of the employee.

PSYCHOLOGICAL TESTING

SECTION 23.9 Testing Permitted

Psychological testing of an officer shall only be ordered by the Chief of Police. Such testing shall occur only when the Chief has individualized, objective and articulable reasons which constitute just cause to believe that such testing is necessary because the officer's mental status poses a significant threat to health and safety of the officer, co-worker's, and the general public.

SECTION 23.10 Testing Notice and Representation

Whenever an officer is to be ordered to undergo any psychological evaluation, interviews, counseling or testing, a full written explanation of all facts and circumstances in support of such order shall be provided to the affected officer at least 72 hours in advance (except in a life threatening emergency) of any evaluation/testing.

SECTION 23.11 Tests Conducted

Any and all evaluations, interviews, counseling or testing shall only be conducted by a licensed, certified psychiatrist, psychologist or other mental health professionals trained and experienced in psychological evaluation/testing and interpretation. Under no circumstances shall the officer be subjected to polygraph examination or to the use of any drugs.

In order to insure the objectivity of the process undertaken, only sufficient information to provide a basis for the testing may be provided to the mental health professional.

SECTION 23.12 Results

Test results, including all related interview notes, reports, tapes, etc. shall be held in strictest confidence. The mental health care professional (including the institution itself, where applicable) conducting such function shall not divulge details or characteristics of test results or assessments to the City; that are not related to the employee's job responsibilities. The mental health professional shall base his/her opinion on the officer's ability to perform the essential functions of his/her job; and, only after having been advised in writing by the City of the definition and description of the officer's essential functions.

In the event the officer is deemed unfit for duty, such claim shall be accompanied by a clear opinion as to the specific time period such opinion is valid. The officer shall then have the right to have an independent test/evaluation/assessment, by another, similarly qualified professional, who shall report his/her finding to both the City and the officer. Any dispute concerning such opinions, shall be finally resolved by a third psychological/psychiatric evaluation. Such psychologist/psychiatrist shall be mutually agreed upon by the parties.

The officer, or his authorized agent, shall be supplied with any and all facts which are alleged to support the order to undergo the testing, including the names of complainants, witnesses, reports, statements, and other documents which in any way relate to the basis for the order. Upon completion of the testing and reported assessment of the mental health professional, no aspect of the officer's job shall be modified unless just cause exists.

No suspension, discharge, or other adverse employment action may be taken against the officer except for just cause. However, the affected officer may be relieved from duty without loss of pay or benefits pending such testing and the receipt of the results of such testing. The rights and protections afforded the officer by the Informed Peace Officer's Disciplinary Act, or any other laws, shall not be diminished in any way by this provision and will at all times be applicable.

SECTION 23.13 Compensation and Costs

All testing, interviews, evaluations, etc. required by the Department for which the officer is required to participate shall be considered hours of work for the purposes of pay and worker's compensation liability.

The cost of any and all related testing, interviews, evaluations ordered by the City shall be borne by the City. The cost of counseling will be borne by the employee' however, the employee will be eligible to submit such costs to the City of Joliet health insurance carrier or any other applicable third party carrier. In the event a third evaluation is required, the City will bear the cost.

ARTICLE XXIV

EMPLOYEE SECURITY

SECTION 24.1 Probationary Period

The probationary period for all newly hired police officers shall be for a period of twelve (12) months from the date of hire. The City may, for just cause, extend the probationary period for a period not to exceed six (6) additional months.

SECTION 24.2 Just Cause Standard

Pursuant to Article 2, Section 2.3 of this Agreement no employee covered by the terms of this Agreement shall be suspended, relieved of duty, disciplined in any manner, or discharged without just cause.

SECTION 24.3 Personnel Files

The City's personnel files, disciplinary history and investigative files (except pending investigations) relating to any employee covered by this Agreement shall be maintained in one complete file; and, shall be available for inspection and copying by the employee, or authorized Labor Council representative (IF the employee gives written authorization), during business hours and upon reasonable notification of such request. A Labor Council representative may inspect an employee's personnel file which is maintained by Human Resources if the employee gives written authorization during business hours and upon reasonable notification of such request.

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information which was provided with the specific request that it remain confidential or other material exempted from the *Personnel Records Review Act*(820 ILCS 40/1 et seq.).

In the event that the employee's files contain material which is adverse to the employee, then said employee shall have the right to have placed in the file a written rebuttal to the adverse material.

Any information of an adverse nature which is unfounded, exonerated or otherwise not sustained shall not be maintained in any file, nor used against any employee in any future proceeding.

Prior suspensions of five (5) days or fewer, shall not be used to aggravate current disciplinary action, provided the prior suspension occurred at least five (5) years prior to the act now giving rise to discipline and provided further, there has been no other discipline of any type within said five (5) year period.

Prior oral or written reprimands shall not be used to aggravate current disciplinary action, provided the prior reprimand occurred at least three (3) years prior to the act now giving rise to discipline and provided further, there has been no other discipline of any type within said three (3) year period.

Shift level counseling shall not be used to aggravate current disciplinary action, provided the counseling occurred more than one (1) year prior to the act now giving rise to discipline.

SECTION 24.4 Employee Indemnification

The City shall defend and provide representation to Police Officers sued for actions taken within the scope of their employment and/or authority, where the Officer cooperates with the Employer in defense of the action. The City shall select the legal representative.

SECTION 24.5 Procedures for the Evaluation of Applicants for the Rank of Police Sergeant

(a) General

Except as may be specifically provided in this section, the procedures for promotion of a bargaining unit member to the rank of Police Sergeant shall be in accordance with the promotional rules in effect as of the effective date of this agreement. If such rules are amended during the term of this agreement, the City agrees to bargain in good faith with the Union concerning such amendments of the Rules and Regulations of the Board of Fire and Police Commissioners relating to promotions to Police Sergeant and which constitute mandatory subjects of bargaining. Except as may be set forth in this section pertaining to the procedures utilized by the City to evaluate applicants for promotion to the rank of Police Sergeant, the City shall not be required to negotiate with the Union concerning any other term and condition of employment, or any other impact thereon, for any rank above the rank of Police Sergeant.

(b) Police Sergeant

The computation of grade for this promotional appointment shall consist of a weighted grade based upon 60% written examination, 15% seniority and 25% oral technical examination. The oral examination shall precede the written examination. In determining the eligibility register, only the final grade for this promotional appointment shall be considered in arriving at the relative ranking of individuals on an eligibility register. A promotional applicant must achieve a minimum 70% on the written examination and a minimum combined score of 70% on the written examination and the oral examination to be considered eligible for promotional appointment. The final grade shall be determined and comprised of the total weighted scores for the written and oral examinations and seniority.

(c) Rule of One

The Board of Fire and Police Commissioners shall certify and maintain a list of eligible candidates for promotion, by classification and rank, of persons having passed the promotional examinations. Promotional appointments shall be made from the list of eligible candidates in the order of the ranking of the candidates on the eligibility list ("Rule of One").

However, the Board shall be authorized to pass over the highest ranked candidates when it is established that just cause exists that prevents the highest ranked candidate from performing his or her responsibilities if promoted. In such event, the next

July 6, 2021

highest ranked candidate shall be promoted. The Board shall be authorized to make a determination whether just cause exists for not promoting the highest ranked candidate. The Board shall base its decision upon commonly accepted precedent as to what establishes just cause. If the Board receives evidence that just cause to pass over a candidate may exist, then the Board shall notify the candidate of such evidence and afford the candidate an opportunity to be fairly and impartially heard and to offer any rebuttal evidence. The Board, in making its determination, shall also be authorized to review all personnel files of the candidate, may request information from the Chief of Police and may request a background investigation to be conducted by the Police Department or any other investigatory agency it may choose. The Board's finding of just cause for denying promotion shall be subject to the grievance procedure contained in this Agreement; however, if a grievance is filed, the grievance shall proceed directly to arbitration and shall not be reviewable at the steps preceding arbitration.

(d) *Conflict with Rule of Fire and Police Board*

This Article shall prevail and take precedence over any Rule of the Police and Fire Board of Commissioners that is in direct conflict herewith.

SECTION 24.6 **Residency**

- (a) Except as provided in paragraph (b), residency within the corporate limits of the City of Joliet shall not be a mandatory condition of employment as a law enforcement officer with the City covered by this Agreement. Residency within the corporate limits of the City of Joliet shall not be a mandatory condition of promotion to another rank within the Police Department represented by the Union.
- (b) All persons hired on or after February 16, 2016, shall, as a term and condition of employment, reside within the corporate limits of the City of Joliet (City Limits) within eighteen (18) months of initial employment and shall remain in the City until their twentieth (20th) anniversary. Any employee covered by this paragraph who attains their 20th anniversary shall not thereafter be required to reside within the City Limits.

All existing employees hired prior to February 16, 2016, shall be excluded from this residency requirement. As previously agreed to by the parties (see paragraph (a) above) residency within the corporate limits of the City of Joliet shall not be required for City employees covered by this agreement.

The parties agree that the foregoing residency requirements shall not be subject to renegotiations prior to December 31, 2030.

ARTICLE XXV**TERM AND MODIFICATION****SECTION 25.1 *Retroactivity***

It is agreed by the parties that all of the terms and conditions of the agreement, including compensation provisions, unless otherwise specified herein, shall be applied effective the date of ratification by both parties, and be considered to have been in full force and effect from that date henceforth. Provided, however, that there shall be no retroactivity for special assignment duty performed prior to the date that this Agreement is duly executed by the parties.

SECTION 25.2 *Duration*

This agreement shall be in effect until December 31, 2024. It shall continue thereafter in full force and effect from year to year unless written notice is given no later than sixty (60) days prior to the expiration date of the agreement. Notice shall be given to the City by delivering the same to the office of the City Manager and notice shall be given to the Labor Council by delivering the same to the Labor Council and the Bargaining Committee. Notice may be delivered personally or by certified mail.

SECTION 25.3 *Right to Re-open*

During its effective term, the City agrees to permit this agreement to be re-opened by the Labor Council for additional negotiations on wages or major fringe benefits only on account of a wage/fringe package subsequently negotiated with IAFF Local 44.

RATIFICATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2021

FOR THE LABOR COUNCIL:

FOR THE CITY OF JOLIET:

FOP Representative

City Manager

Bargaining Committee

Chief of Police

APPENDIX A

POLICE MASTER PATROL OFFICER

GENERAL STATEMENT OF DUTIES

Performs general duty police work in protection of life and property, enforcement of laws and investigation of crimes; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

The work of this class involves responsibility for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances in a designated area on an assigned shift or on special assignments. Duties may consist of routine patrol, preliminary investigation, and traffic regulation which may be performed in cruiser cars or on foot. Police Master Patrol Officers also, may be assigned duties formerly performed by detectives, youth counselors, evidence technicians and/or police dispatchers; however, to be so assigned, personnel must be classified as Police Master Patrol Officers. The work involves an element of personal danger and the employee must be able to act without direct supervision and to exercise independent judgment in meeting emergencies. Assignments may include work at headquarters on special tasks which call upon specialized abilities and knowledge. Work assignments are general and special instructions are received from a superior officer who revise work methods and results through reports, personal inspection and discussion. This is a non-supervisory position.

EXAMPLES OF WORK (Illustrative only)

Patrols City streets, roads and public places, either on foot, by motorcycle or in an automobile, either at large or in a designated area; Directs traffic and enforces speed limits;

Enforces motor vehicle and parking regulations on streets and roads; Investigates automobile accidents, interviewing witnesses, gathering information, locating and identifying hit and run vehicles, making detailed reports;

Investigates cases involving juveniles;

Maintains records on juvenile cases and conducts follow-up investigations, making recommendations on the disposition of cases;

Confers with judge, prosecuting attorneys, school principals, court officials, and other appropriate persons relative to assigned cases;

Assists in the prevention of juvenile delinquency by consulting, interviewing and advising counseling departments of public schools, parents and juveniles;

Investigates school related crimes;

Watches for and makes investigations of wanted or missing persons and property;

Operates police radio communication system and dispatches cars where needed and performs other related communication duties;

Detects and interrogates suspicious persons;

Answers calls and complaints involving fire, robberies and other misdemeanors and felonies;

Enforces City ordinances and State and Federal laws;

Ascertain all facts available at the scene of a crime or accident, getting statements of witnesses, gathering and processing evidence and reports to be used in follow up investigations;

Issues citations, makes arrests and takes prisoners to jail;

Assists attorneys in prosecuting felony and misdemeanor cases and testifies in court;

Interviews persons with complaints and inquiries and attempts to make proper disposition or directs them to appropriate authorities;

Gives information and public relations talks to school children and conducts tour groups;

Identifies and arbitrates community conflicts and problems and assists in developing community relations programs;

Conducts follow up investigation of criminal matters;

Prepares records and data for court processing, maintaining discipline in courtroom; Participates in the guidance, training and orientation of Police Cadets;

Attends regular training classes in police methods, first aid, target practice and related subjects.

REQUIRED KNOWLEDGE'S SKILLS AND ABILITIES

Considerable working knowledge of the street layout and population pattern of the City;-considerable working knowledge of the common laws covering traffic and general behavior; ability to react quickly and calmly to emergency police situations; skill in the use and care of firearms and other weapons; ability to drive an automobile safely and efficiently; excellent physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING

Associates Degree in Law Enforcement or related field preferred and ability to meet all requirements prescribed by the City at the time of appointment; at least two years of prior experience as a Police Patrol Officer; or any equivalent combination of experience and training which provides the required knowledge's, skills and abilities.

APPENDIX B

POLICE PATROL OFFICER

GENERAL STATEMENT OF DUTIES

Performs general duty police work in protection of life and property, enforcement of laws and investigation of crimes; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

The work of this class involves responsibility for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances in a designated area on an assigned shift or on special assignments. Duties normally consists of routine patrol, preliminary investigation, and traffic regulation which may be performed in cruiser calls or on foot. Police Patrol Officer also may be assigned duties as detectives, youth counselors, Evidence Technicians, jailers or police dispatchers. The work involves an element of personal danger and the employee must be able to act without direct supervision and to exercise independent judgment in meeting emergencies;

Assignments may include work at headquarters on special tasks which call upon specialized abilities and knowledge's. Work assignments are general and special instructions are received from a superior officer who revises work methods and results through reports, personal inspection and discussion.

EXAMPLES OF WORK (Illustrative Only)

Patrols City streets, roads and public places, either on foot, by motorcycle or in an automobile either at large or in a designated area; Directs traffic and enforces speed limits;

Enforces motor vehicle and parking regulations on streets and roads; Investigates automobile accidents, interviewing witnesses, gathering information, locating and identifying hit-and-run vehicles, and making detailed reports; Investigates cases involving juveniles:

Maintains records on juvenile cases and conducts follow up investigations, making recommendations on the disposition of cases; Confers with judge, prosecuting attorneys, school principals, court officials, and other appropriate persons relative to assigned cases; assists in the prevention of juvenile delinquency by consulting, interviewing and advising counseling departments of the public schools, parents and juveniles;

Investigates school related crimes;

Watches for and makes investigations of wanted or missing persons and property; Operates police radio communication system and dispatches care where needed and performs other related radio communication, duties; Detects and interrogates suspicious persons;

Answers calls and complaints involving fire, robberies and other misdemeanors and felonies; Enforces City ordinances and State and federal laws;

Ascertain all facts, available at the scene of a crime or accident, getting statements of witnesses, gathering and processing evidence and preparing reports to be used in follow investigations;

Issues citations, makes arrests and takes prisoners to jail;

Assists attorneys in prosecuting felony and misdemeanor cases and testifies in court; Interviews persons with complaints and inquiries and attempts to make proper disposition or directs them to appropriate authorities; Gives information and public relations talks to school children and conducts tour groups; Identifies and arbitrates community conflicts and problems and assists in developing community relations programs; Conducts follow-up investigation of criminal matters;

Processes prisoners by fingerprinting, photographing, feeding, safeguarding, preparing bond records and data for court processing, maintaining discipline in courtroom; Participates in the guidance, training and orientation of Police Cadets; Attends regular training classes in police methods, first aid, target practice and related subjects.

REQUIRED KNOWLEDGE'S. SKILLS AND ABILITIES

Some working knowledge of the street layout and population pattern of the City; some working knowledge of the common laws covering traffic and general behavior; ability to react quickly and calmly to emergency police situation; ability to drive an automobile safely and efficiently; excellent physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING

Completion of a standard high school course, preferably supplemented by some college level course work, and meeting the age, weight, height and other physical requirements prescribed by the City at the time of examination; or any equivalent combination of experience and training which provides the required knowledge's, skills and abilities.

APPENDIX C

HEALTH INSURANCE PROGRAM

A COPY OF THE PROGRAM IS ON FILE IN THE OFFICE OF THE HUMAN RESOURCES MANAGER

APPENDIX D

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deduct

APPENDIX E

AGREED PERMANENT PANEL OF ARBITRATORS

The following persons, listed in alphabetical order only and in no order of preference or priority, shall constitute the agreed permanent panel of discipline grievance arbitrators:

Edwin Benn

Brian Clauss

Fred Dichter

Thomas F. Gibbons

Daniel Nielson

Brian Reynolds

Richard Stanton

Either party may remove a name from the permanent panel by serving written notice thereof on the other party, provided the removal shall not apply to pending discipline cases in which the Chief has issued a Final Decision as set forth in Article V of this Agreement.

APPENDIX F
Fraternal Order of Police Labor Council (2020-2024)

Salary Schedule

Position	Step Yrs. Service	Code #	Salary Schedule								
			A-1 (0-1)	B-2 (1-2)	C-3 (2-3)	D-4 (3-6)	E-5 (6-9)	F-6 (9-12)	G-7 (12-18)	H-8 (18+)	
			2020 (2.49%)								
Patrol Officer		3020	54,084	72,301	88,278	92,761	97,397	N/A	N/A	N/A	N/A
MPO - Seniority		3010	N/A	N/A	N/A	N/A	N/A	102,269	109,429	N/A	N/A
MPO - Assignment		3005	56,788	75,915	92,694	97,397	102,269	107,382	109,429	N/A	N/A
MPO - (3 + Years)		3000	N/A	N/A	N/A	102,269	107,382	109,429	109,429	N/A	N/A
			2021(2.0% and 18 year Step)								
Patrol Officer		3020	55,166	73,747	90,044	94,616	99,345	N/A	N/A	N/A	N/A
MPO - Seniority		3010	N/A	N/A	N/A	N/A	N/A	104,314	111,618	114,967	114,967
MPO - Assignment		3005	57,924	77,433	94,548	99,345	104,314	109,530	111,618	114,967	114,967
MPO - (3 + Years)		3000	N/A	N/A	N/A	104,314	109,530	111,618	111,618	114,967	114,967
			2022 (2.0%)								
Patrol Officer		3020	56,269	75,222	91,845	96,508	101,332	N/A	N/A	N/A	N/A
MPO - Seniority		3010	N/A	N/A	N/A	N/A	N/A	106,400	113,850	117,266	117,266
MPO - Assignment		3005	59,082	78,982	96,439	101,332	106,400	111,721	113,850	117,266	117,266
MPO - (3 + Years)		3000	N/A	N/A	N/A	106,400	111,721	113,850	113,850	117,266	117,266
			2023(2.49%)								
Patrol Officer		3020	57,670	77,095	94,132	98,911	103,855	N/A	N/A	N/A	N/A
MPO - Seniority		3010	N/A	N/A	N/A	N/A	N/A	109,049	116,685	120,186	120,186
MPO - Assignment		3005	60,553	80,949	98,840	103,855	109,049	114,503	116,685	120,186	120,186
MPO - (3 + Years)		3000	N/A	N/A	N/A	109,049	114,503	116,685	116,685	120,186	120,186
			2024(2.0%)								
Patrol Officer		3020	58,823	78,637	96,015	100,889	105,932	N/A	N/A	N/A	N/A
MPO - Seniority		3010	N/A	N/A	N/A	N/A	N/A	111,230	119,019	122,590	122,590
MPO - Assignment		3005	61,764	82,568	100,817	105,932	111,230	116,793	119,019	122,590	122,590
MPO - (3 + Years)		3000	N/A	N/A	N/A	111,230	116,793	119,019	119,019	122,590	122,590

Union _____ City _____

APPENDIX "G"

**ELECTION, WAIVER AND RELEASE TO USE
GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE SUBJECT TO THE
JURISDICTION OF THE JOLIET BOARD OF FIRE AND POLICE COMMISSIONERS**

I, _____, (Star No. _____), being subject to discipline by the City of Joliet Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the City of Joliet, Illinois, and the Illinois FOP Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the City of Joliet and the Illinois FOP Labor Council. Furthermore, the execution of this Election, Waiver and Release shall be deemed a grievance and considered filed at the City Manager step. [By selecting the grievance process alternative, I acknowledge my understanding that the City has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.]

By election to file a grievance over my suspension or discharge, I hereby release the City of Joliet, the Joliet Board of Fire and Police Commissioners and the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20 ____

Subscribed and sworn to before me this _____ day of _____, 20 ____

Notary Public, Illinois

My commission expires _____

APPENDIX "H"

**ELECTION, WAIVER AND RELEASE
TO HAVE A HEARING BEFORE THE JOUET BOARD
OF FIRE AND POLICE COMMISSIONERS WITH REGARD TO DISCIPLINE**

I, _____, (Star No. _____), being subject to discipline by the City of Joliet Police Department (including suspension from duty of 5 working days or more, with or without pay or termination of employment) hereby elect to have a hearing before the City of Joliet's Board of Fire and Police Commission. In doing so, I waive the right to file and/or pursue a grievance under the collective bargaining agreement over that discipline.

I acknowledge that charges will be filed requesting my suspension without pay or termination with the Joliet Board of Fire and Police Commissioners.

By election to have a hearing before the Joliet Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the City of Joliet, the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public, Illinois

Memorandum of Understanding 12 Hour Shifts

November 5th, 2010

This is an agreement amending the contract between the City of Joliet Police Department, and the Fraternal Order of Police Labor Council (FOPLC) creating, for a one-year trial period, 12-hour work-day shifts for 24/7 employees of the Operations Patrol Division. All other Officers not currently assigned to a Patrol Shift will remain unaffected by this Memorandum.

The following issues were discussed at the meetings to date and are understood by both parties as follows:

- Beginning on or about January 2, 2011, and continuing until January, 2012, Patrol Division Master Patrol Officers, and Officers will switch from their current schedule to a 12-hour work-day schedule.
- The 12-hour shift rotates days-off on a two-week cycle, 3 days on, 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and then repeats itself.
- Days worked the first week are days off the second week of this schedule.
- On a 12-hour shift, members would work 84 hours in a 2-week period; or 7 work days every two weeks; 14 work days in a 4-week period.
- Currently, affected members work 2,080 hours annually. On the 12-hour shift, members will work an extra 104 hours over their required schedule. 8.6 12-hour days (8-12 hour days, and 8 hours) is owed back to each member on this shift, this will be known as duty reduction time. It is agreed that each member will schedule these extra days during their vacation draw. Each shift, days "A" and "B" and nights "A" and "B" will draw their vacations and duty reduction days off of their respective shifts. No more than four Officers may be off on vacation or duty reduction days at a time.
- A workday for the trial period will be considered 12 hours. Anytime worked past 12 hours in a 24 hour period will be compensated at 1 ½ times the regular hourly rate of pay.
- Master Patrol Officers and Patrol Officers using accrued time (Compensatory, Vacation, Sick, and Personal), during the trial will be assessed 12 hours. All leave and suspension time will be accrued or deducted in hours, not days. The only exception will be funeral leave which will remain in days not hours.
- Any training at the Joliet Police Department or within an hour's drive time of Joliet will report back to the Watch Commander upon his/her return for assignment. Any training outside of the hour's drive time will be considered drive time and will not have to report back to work .
- Minimum staffing for the day shift will be 18 Officers, minimum staffing for the night shift will be 21 Officers
- Regular Bi-Weekly payroll, the salary schedule, stipends and other compensation are not affected by this memorandum.

- Both parties understand that some unforeseen issues, occurrences, and or oversights may develop during this trial period. Both parties agree to meet and discuss these in a timely and reasonable manner if and when they occur.
- Parties agree to monitor the schedule during the trial and take note of concerns, issues, or other questions as they develop. The schedule will be reviewed by both parties in July of 2011 for future consideration.
- Both parties can terminate this memorandum with 30 day advance written notice to the other and revert back to the previous schedule, assignments, and rotations.

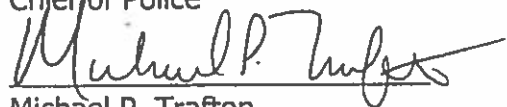
2,186 hours / 12 hours = 182 work days

182 - 365 = 183 days off

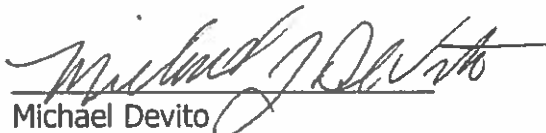
183 days off + 8.75 Duty Reduction Days = 191.75 days off per year



Fred W. Hayes
Chief of Police



Michael P. Trafton
Deputy Chief of Police



Michael Devito
President FOPLC



Michael Smyth
Secretary FOPLC



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 359-21

File ID: 359-21

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/15/2021

Final Action:

Title: Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Illinois Fraternal Order of Police Labor Council

Attachments: Resolution, Proposed FOP Contract.pdf

Entered by: pames@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/15/2021	Dawn Malec	Approve	7/19/2021
Notes: Approved per Chief Malec by email from D.C. Blackburn sent to cityclerk@joliet.gov					
1	2	7/15/2021	Kathy Franson	Approve	7/19/2021
1	3	7/15/2021	James Ghedotte	Approve	7/19/2021
1	4	7/15/2021	Sabrina Spano	Approve	7/19/2021
1	5	7/15/2021	James V. Capparelli	Approve	7/19/2021