

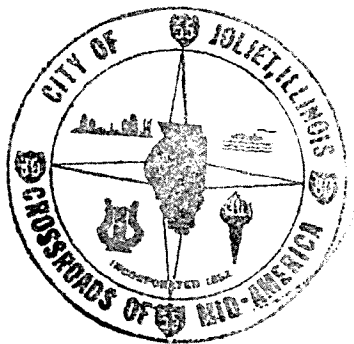
STATE OF ILLINOIS)
COUNTY OF WILL) SS
CITY OF JOLIET)

Re

R2022047302
KAREN A. STUKEL
WILL COUNTY RECORDER
RECORDED ON
06/17/2022 03:46:14 PM
REC FEE: 41.00
IL RENTAL HSG:
PAGES: 35
MSB

R2022042011
KAREN A. STUKEL
WILL COUNTY RECORDER
RECORDED ON
05/27/2022 11:18:46 AM
REC FEE: 41.00
IL RENTAL HSG:
PAGES: 35
MKE

I, Christa M. Desiderio, Clerk of the City of Joliet, and keeper of the papers, entries, records and Ordinances, do hereby certify that the attached is a true copy of Resolution No. 7770 as adopted by the City Council of said City of Joliet at a meeting held on May 17, 2022.



In testimony whereof, I have hereunto set my hand and affixed the corporate seal of the said City of Joliet this 26th day of May 2022.

Christa M. Desiderio
City Clerk

Rerecorded for:

Change to PIN #

+ prepared by Ray Heitner, Planner

1 of 35 x

Re 1935

RESOLUTION NO. 7770

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT
(SEC of CHERRY HILL ROAD AND SPENCER ROAD)

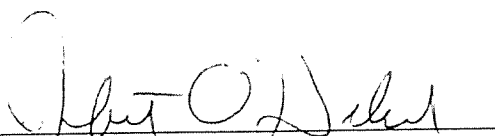
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: This Annexation Agreement between the City of Joliet and Gary Fritz, in substantially the same form as Exhibit "A", which is attached hereto and made a part hereof, is hereby approved.

SECTION 2: The Mayor and the City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Joliet.

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

PASSED this 17th day of May, 2022



MAYOR



CITY CLERK

VOTING YES: Councilman Clement, Councilwoman Gavin, Councilmen Guerrero, Hug, Morris, Mudron, Councilwomen Quillman, and Reardon.

VOTING NO: _____

NOT VOTING: Mayor O'Dekirk.

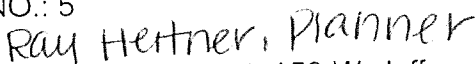
PIN #: ~~30-07-36-200-016-0000~~ 15-08-30-100-001-0000

ADDRESS: Southeast Corner of Cherry Hill Road and Spencer Road

PLAN COMMISSION APPROVED: Yes

CED DOC. NO.: A-6-22

COUNCILMANIC DISTRICT NO.: 5

PREPARED BY: City of Joliet,  Planner
Legal Department, 150 W. Jefferson St., Joliet, IL 60432

RETURN TO: City of Joliet, City Clerk's Office, 150 W. Jefferson St., Joliet, IL 60432

EXHIBIT "A"

Annexation Agreement to be inserted.

Document prepared by
and after recording return to:

Kenneth L Nyenhuis

Northern Builders, Inc.

ANNEXATION AGREEMENT

ANNEXATION AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2022, by and among the CITY OF JOLIET, an Illinois home rule municipal corporation located in Will and Kendall Counties, Illinois (the "**City**"), Northern Builders, Inc., an Illinois corporation (hereinafter referred to as "**Developer**"), and Gary Fritz, Wayne Fritz, Richard Fritz, Robert Fritz, and Diane M. Tordai as Trustee of the Diane M. Tordai Family Trust (collectively, the "**Owner**"). City, Developer and Owner are collectively referred to as (the "**Parties**").

WITNESSETH:

WHEREAS, the Owner is the legal owner of record of the real property legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "**Property**"), located at the southeast corner of Spencer Road and Cherry Hill Road, consisting of approximately 97.1 acres; and

WHEREAS, Developer has a contract to purchase the Property;

WHEREAS, the Property is contiguous to the City and not within the corporate limits of any municipality, as provided in 65 ILCS 5/7-1-1; and

WHEREAS, no electors reside on the Property; and

WHEREAS, the Owner and the Developer desire that the Property be annexed to the City, and the City desires to annex the Property, and on the terms and conditions of this Agreement and the ordinances and regulations of the City, to the City under the City's authority as a home rule unit of government and pursuant to the provisions of 65 ILCS 5/11-15.1-1; and

WHEREAS, the City acknowledges that the proposed use of the Property by the Developer for an industrial business park will be compatible with and will further the planning objectives of the City and that the annexation of Property to the City will be of substantial benefit to the City; will increase the tax base of the City; and will promote and enhance the general welfare of the City and its residents; and

WHEREAS, the I-1 Light Industrial District classification under the City Zoning Ordinance, as currently amended ("**Zoning Ordinance**") will be the most appropriate zoning classification for the development of the Property; and

WHEREAS, the City has agreed to annex the Property to the City and to zone the Property I-1, Light Industrial District; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and the City Council ("**Corporate Authorities**") and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, pursuant to notice as required by statute and ordinance, a public hearing was held by the City Planning and Zoning Commission on the requested rezoning and the recommendation made by said body relative to such request has been forwarded to the Corporate Authorities; and

WHEREAS, notice of the proposed annexation to New Lenox Township more than ten (10) days prior to any action being taken on the annexation of the Property was given; and

WHEREAS, all other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration of the approval of this Agreement have been given, made, held and performed by the City as required by 65 ILCS 5/7-1-8 and 5/11-15.1-1, all other applicable statutes, all applicable ordinances, regulations and procedures of the City; this Agreement is made and entered into by the parties hereto pursuant to the provisions of 11-15.1-1 et seq of the Illinois Municipal Code and the City's authority as a home rule unit of government; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the City Planning and Zoning Commission in connection with the proposed zoning of the Property, and have further duly considered the terms and provisions of this Agreement, and by a resolution duly adopted by a vote of two thirds of the Corporate Authorities then holding office have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties hereto acknowledge and agree that the statements and representations contained in the foregoing recitals are true and correct and incorporate such recitals into this Agreement as if fully set forth in this Article 1.

2. **Annexation of the Property.** Owner and Developer, have submitted both a Plat of Annexation in the form attached hereto as Exhibit "B" and an executed Petition for

Annexation in the form attached hereto as Exhibit "C" regarding the Property and concurrent with the approval of this Agreement, the City shall enact an Ordinance annexing the Property to the City. The Annexation Ordinance shall provide that it will be effective upon the conveyance of the Property from the Owner to the Developer. Upon being effective, the "**Annexation Ordinances**" shall be recorded with the Will County Recorder of Deeds and filed with the Clerk of Will County by the City.

3. **Developer's Due Diligence.** Anything in this Agreement to the contrary notwithstanding, the benefits and obligations under this Agreement to perform any duties or receive any benefits hereunder will become effective automatically and immediately on the date of the conveyance of the Property to Developer and/or its assigns and Developer has no obligation under this Agreement to acquire fee simple title to the Property.

4. **Land Use and Development Requirements.**

a. **Zoning of the Property.** Simultaneously with the adoption of the Annexation Ordinances and effective upon the conveyance of the Property from the Owner to the Developer, the City shall enact an ordinance rezoning the Property to the I-1 Light Industrial District zoning classification. The ordinance rezoning the Property shall have the same Effective Date as the Annexation Ordinances. A Zoning Plat is attached hereto as Exhibit D.

b. **Codes and Ordinances.**

(i) Except as herein specifically provided, all Ordinances of the City as from time to time adopted, amended, or supplemented shall be applicable to the Property and all buildings, structures, operations, and activities thereon. The Parties agree that if the City

amends the zoning regulations applicable to the Property, the amended regulations shall not be more restrictive on the use or development of the Property than the zoning regulations in effect pursuant to the terms of this Agreement. The uses permitted as of right in the City's I-1 Industrial Zoning District during the term of this Agreement shall remain permitted uses as of right applicable to the Property pursuant to the terms of this Agreement, notwithstanding any City Ordinance to the contrary and regardless of whether any such use exists within the Property.

(ii) Notwithstanding anything in paragraph 3(b)(i) above to the contrary, to the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards, contained in this Agreement or any Exhibit attached hereto and the terms, provisions or standards either presently existing in the ordinances of the City, or hereafter adopted by the City, the terms, provisions, and standards of this Agreement shall govern and control.

(iii) Subject to and in accordance with the terms and conditions of this Agreement, any improvements at the Property must be (i) designed and constructed to City standards and this Agreement, (ii) submitted to the City in plan form, and (iii) be reviewed and approved in writing by the prior to construction.

(iv) Prohibited Uses. In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Property:

- (1) Excavation, Stockpiling or Relocation of Materials, except if incidental to permitted construction and only for a period not to exceed one year;
- (2) Unscreened Outdoor Storage;

- (3) Mobile Home or Recreational Vehicle Park;
- (4) Sexually Oriented Businesses;
- (5) Outdoor Storage of Cargo Containers;
- (6) Residential Dwelling Units;
- (7) Salvage Yards;
- (8) Mining, Quarrying or Aggregate Processing Operations;
- (9) Regional Pollution Control Facilities;
- (10) Livestock Slaughtering or Processing, except that meat packing and other indoor processing of animals slaughtered at a location other than the Property shall be permitted; and

c. Other land uses expressly enumerated in, or substantially similar to, the Heavy Industrial List set forth in Section 47-18.5(1) of the Zoning Ordinance or the General Industrial List set forth in Section 47-18.5(2) of the Zoning Ordinance.

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

d. Platting, Development, Site Plans and Permits.

(i) Development of Property. This Agreement, and, subject to Section 4(b) hereof, applicable City Ordinances shall control the development of the Property during the term of this Agreement.

(ii) Concept Plan. The City hereby approves the concept plan attached hereto as Exhibit "E" ("**Concept Plan**") as the conceptual site development plan. Plans, Building Permits, and plats in material compliance with the Concept Plan will be approved by the City in the ordinary course of the development plan review procedure, and the City will proceed with all due diligence in reviewing and approving the same. If the Developer wants to make material changes to the Concept Plan, it shall do so through the City process. If the Concept Plan is amended the amended Concept Plan shall become a part of this Agreement without the need to amend this Agreement. Building 1 is shown with future expansion. Building 1 may increase in size, have additional trailer parking or may be two separate buildings depending on market conditions. Furthermore building 2 may change in size and parking depending on market conditions. These adjustments shall not be considered a material change and shall be approved under the concept plan guidelines. Furthermore, the public road improvements for Cherry Hill Road and Spencer Road, as detailed in Section 5(e) of this Agreement, shall be updated by the Developer in the Concept Plan once road improvements have been finalized. Future updates to the Concept Plan pertaining to road improvements shall not be considered a material change.

(iii) Plats of Subdivision. Plats of Subdivision shall be submitted for approval with each building in the future. After the approval of the Rezoning Ordinance the City will take such actions as are necessary to approve Developer's preliminary plat of subdivision for the Property. Proposed buildings will be required to meet the criteria outlined in the City's Non-Residential Building Design Standards, as detailed in section 47-15H of the

City Code. Building designs and elevations will be reviewed when the plats of subdivision are submitted.

(iv) Final Plats. Upon completed applications future final and record plats of subdivision for the Property (or any portion thereof) which are in material compliance with this Agreement and an approved preliminary plat of subdivision shall be approved by the City without unreasonable delay.

(v) Landscape. A thirty (30') foot Landscape Easement is required on the north and west sides of the Property. A five (5') foot Landscape Easement is required on the south and east sides of the Property. Utilities may be located within the Landscape Easements. The landscaping shall be installed as weather permits in conjunction with the buildings on each approved final site plan. A certificate of occupancy for any building will not be delayed if landscaping is incomplete due to weather, or ongoing at time of occupancy provided that an Improvement Completion Guarantee has been provided to the City. All landscaping shall be completed as soon as weather permits. For the purposes of this Agreement an **"Improvement Completion Guarantee"** shall mean a bond, cash, or letter of credit.

(vi) Building Signage. Building signage in compliance with the City Code of Ordinances which is approved by the City staff may be installed at any time.

(vii) Curb Cuts. The City hereby agrees to grant curb cuts as generally depicted on the Concept Plan.

(viii) Building and Site Development Permits.

(A) The City shall issue building permits for which the Developer applies which are in material compliance with this Agreement. The City shall issue a mass grading permit in a timely fashion to help facilitate the Developer's construction timeline using all reasonable measures after submittal of engineering drawings. If the application is denied, the City shall provide the Developer with a written statement specifying the reasons for denial of the application. The City shall issue such buildings permits upon the applicant's compliance with those requirements.

(B) The City hereby acknowledges and agrees that the first building on the Property may commence construction contemporaneously with the construction of the sanitary sewer, water service, storm sewer and storm water detention facility, and the on-site and off-site road improvements provided that (i) access for emergency vehicles is maintained satisfactory to the City and, (ii) the building is constructed of non-combustible material in compliance with City Code of Ordinances.

(C) At the Developer's request the City will issue a Site Development Permit for general grading and excavation following City approval of a grading and soil erosion plan.

(D) Building permits for building construction on platted lots may be issued in phases as follows:

- (1) Foundation
- (2) Building shell

(3) Interior improvements or build out

Final plat approval by the City is a condition to the issuance of any of the foregoing permits except the Site Development Permit.

(x) Certificates of Occupancy. The City shall issue a certificate of occupancy to Developer upon application therefore which is in material compliance with this Agreement or issue a letter of denial within said period informing Developer specifically as to the what corrections are necessary as a condition of the issuance of a certificate and quoting the section of this Agreement, any applicable code, ordinance, or regulation relied on by the City in its request for correction. The City will issue certificates of occupancy for buildings lacking completion of items which are weather dependent (such as exterior painting, landscaping, bituminous surface course, etc.) or do not otherwise adversely affect life/safety provided the Developer posts an Improvement Completion Guarantee in an amount sufficient to complete the work. Occupancy permits will be issued if applicable roads have been completed except for the surface course.

(xi) Continuation of Current Uses. The Property is now being used for crop farming. In reviewing the Annexation Petition and this Agreement, the City has given due consideration of such current uses. Accordingly, and notwithstanding any provision of the City Code, the Zoning Ordinance, or any other code, ordinance, or regulation now in effect or adopted during the Term of this Agreement, the above described current uses of the Property shall be permitted to continue.

(xii) Sewer & Water Connection Fees. A minimum of one water and one sewer service will be required for each building. Developer may request additional sewer and

water services to the building at Developer's sole discretion. Applicable water and sewer connection fees will be paid to the City of Joliet. Developer may add more than one sanitary service to each building depending on depth and design. Sanitary connection charges per Ordinance 31-54 shall only apply to the total gallons. Developer shall only pay the rate for one connection to each building.

(xiii) Escrow of Documents. Fully executed originals of each of the Annexation Ordinances, this Agreement, Rezoning Ordinance, and the Preliminary Plat each in recordable form (except the Preliminary Plat), and including all applicable exhibits, shall be placed in Escrow with the closing title company by the City prior to the Developer's acquisition of the Property, subject to the Developer closing on the purchase of the Property on or before the Due Diligence Date. An Escrow Agreement shall be in a form approved by the Parties' attorneys.

5. Public Improvements.

Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, shall apply in all respects to the Property and to the provision of water and sanitary sewer collection and treatment services to the Property except as may be expressly and specifically provided for herein.

a. Water Supply.

(i) Right to Connect.

Upon annexation of the Property to the City and the issuance of required permits and approvals by the City and the IEPA, and any other agency having jurisdiction thereof, the Property shall be connected to the City public water supply in order to provide municipal water service to the Property and all structures constructed thereon. The

Developer shall extend the City's water system from Cherry Hill Road through the property and stubbed to Spencer Road. Water main routing will provide for reasonable fire hydrant access along Spencer Road, and will be finalized with review of the Engineering Plan. The water main will be looped around buildings. The City represents that it has the capacity to serve the Property with potable water.

(ii) Engineering Plan.

The specifications, depth, location, and connection points of the water supply system shall be depicted by the Developer in a municipal utilities engineering plan prepared by a professional engineer and submitted to the City for its approval as part of the subdivision platting or development permit process. Subject to compliance with said municipal utilities engineering plan, as approved by the City, the City shall approve such permits and shall consent to such permits to be issued by third party agencies having jurisdiction over the right-of-way, as may be necessary to construct and install the aforesaid water supply system improvements in the public right-of-way.

(iii) Design, Permitting and Construction of Facilities.

The Developer, at its expense and without reimbursement by the City, shall be responsible for the acquisition of all necessary rights of way, permits and approvals, the design, construction, installation and testing of the water mains, laterals, valves, meters, hydrants, manholes and other appurtenances necessary to connect the Property to City water facilities.

b. Sanitary Sewer Service.

(i) Right to Connect.

Subject to the other terms and conditions of this Agreement and the Joliet Water and Sewer Code, and the City of Joliet Utility Design & Inspection Policy Manual, the Property shall be connected to the City sanitary sewer utility system upon and following the

annexation of the Property to the City and the issuance of all required permits and approvals by the City and the IEPA, and any other agency having jurisdiction thereof. The City represents that it has the capacity in its lines and plant to provide sanitary sewer service to the Property.

(ii) Engineering Plan.

The specifications, depth, location, and connection points of the sanitary sewer improvements to be constructed on the Property shall be depicted by the Developer in a municipal utilities engineering plan prepared by a professional engineer at the Developer's expense and submitted to the City for its approval as part of the subdivision platting process. Subject to compliance with said municipal utilities engineering plan, as approved by the City, the City shall approve such permits, and shall consent to such permits to be issued by third party agencies having jurisdiction over the right-of-way, as may be necessary to construct and install the aforesaid sanitary sewer system improvements in the public right-of-way.

(iii) Design, Permitting and Construction of Sanitary Sewer Facilities.

The Developer, at its expense and without reimbursement by the City, shall be responsible for the acquisition of all necessary rights of way, permits and approvals to construct and operate the sanitary sewer facilities described in this Agreement or that might otherwise be needed to provide sanitary sewer service to the Property and any structures situated thereon. In addition, the Developer, at its expense and without reimbursement by the City, shall also be responsible for the design, construction, installation and testing of the sanitary sewer lines, laterals, manholes and other appurtenances necessary to connect the Property to City sanitary sewer facilities in accordance with the municipal utilities engineering plan prepared by the Developer and approved by the City.

c. Storm Water Management and Drainage.

(i) General.

Stormwater and drainage facilities on the Property shall be designed, constructed and maintained as specified in the Subdivision Regulations, the Will County Stormwater Management Ordinance and other applicable ordinances and regulations, as amended, in connection with the development of the Property. All drainage and stormwater shall be conveyed in underground storm sewers and overland unless otherwise approved by the City. Stormwater on the Property shall not be unlawfully diverted to adjacent properties, but shall be managed in accordance with the permits, regulations, and requirements of federal, state, and local law. Existing off-site drainage facilities and courses shall not be modified except as may be specifically directed or permitted by the City or federal and state agencies having jurisdiction thereof. Notwithstanding the foregoing, prior to the development of the Property, Developer shall provide stormwater detention for any storage currently provided by the existing excavation above the normal water line typically existing in said excavation.

(ii) Detention Facilities.

All detention facilities shall remain privately owned and maintained. Maintenance of detention facilities shall be the responsibility of the property owners, excluding the City. Maintenance shall include, but shall not be limited to, bank stabilization, bank maintenance, sediment removal, dredging, stabilization of water levels, outfall structures and storm sewer pipes within the detention facility.

d. Phasing. The Property may be developed in phases.

e. Roads.

A. Spencer Road adjacent to the Property.

The Developer shall design and install a three-lane road section and other improvements at Spencer Road. Water main and sanitary sewer shall be constructed concurrently, with the final alignment contingent on review of the Final Engineering Plan. The specifications for these improvements are set forth on the Preliminary Engineering Plans. Landscaping and shade trees shall be provided by the Developer as required by the Zoning Ordinance and Subdivision Regulations and the Owner shall establish a landscape easement having a minimum width of 30' along the Spencer Road right of way and depict the easement in all subdivision plats of the Parcel. Upon completion of construction of the Spencer Road improvements, and the acceptance thereof by the City, the Developer shall furnish a maintenance bond, to be valid for a period of two years, for said road improvements.

B. Spencer Road improvements between the east property line of the Parcel and the East boundary of Joliet.

Spencer Road shall be improved to the same three-lane standard. Watermain, sanitary sewer, sidewalks, street lighting and Landscaping shall be deferred until Developer constructs buildings on the North side of Spencer Road as they touch it. No landscaping or sidewalks shall be installed on the South side (New Lenox Township). This section shall be constructed to the same Spencer Road cross section requirements; as depicted on the Preliminary Engineering Plans. As part of this Annexation Agreement, no portion of Spencer Road that lies in New Lenox Township shall be platted or dedicated to the City of Joliet. The existing prescriptive easement shall prevail.

C. Spencer Road between the East Boundary of Joliet and Gougar Road.

Improvements as agreed by New Lenox Township shall consist of improving the existing road only. The improvements include overlaying the existing pavement to increase the structural value and widening at intersection only. No curbs, sidewalks, streetlights, landscaping, or storm piping is included. The prescriptive easement shall prevail.

D. Cherry Hill Road Adjacent to the Property.

Improvements include the same three-lane road standard. Watermain and sanitary sewer are existing. Curb and gutter at East and West side, sidewalks adjacent to property only. Street lighting and Landscaping at East side adjacent to property only. Extension of culvert and storm piping and drainage. If necessary, the Developer will cooperate with the Forest Preserve, but no additional obligations will be imposed on the Developer outside of the scope of this Annexation Agreement.

E. Surface Course of Road Improvements.

For purposes of this paragraph 5(E), completion of construction or reconstruction of the Public Roads required hereunder and the issuance of a certificate of occupancy for any building at the Property will not require the installation of the surface course of pavement thereon. In addition, subject to approval by the City, Developer will be permitted to install the approved surface course of pavement on any such Public Roads at any time prior to the date otherwise required by City ordinance. Provided, however, in no event shall a roadway be open to truck traffic prior to the installation of the bituminous surface course.

F. Acceptance and Dedication of Public Roads.

To the extent not already accomplished, the City agrees to promptly accept ownership and responsibility of the Public Roads upon the completion of said improvements in accordance with this Agreement and applicable City ordinances and posting by Developer of improvement or maintenance guarantees in accordance with the City's construction standards and ordinances. Dedication of said Public Roads will be via a recordable plat.

6. Recapture and Reimbursement for Costs.

a. Recapture. The City hereby warrants that except for Recapture due pursuant to that Recapture Agreement recorded as Document No. R2011104124 the Property is not subject to any recapture fees, impact fees, park district fees, library fees, annexation fees, or land donations of any type unless specifically set forth to in this Agreement. The City further agrees that the Property will not be subject to any taxes, special assessments, or fee increases which do not apply to all non-residential zoned land in the City. The Developer shall pay to the City the Recapture amount of \$186,079.05 within thirty (30) days of the Effective Date of the Annexation Ordinances. In the event that the entity entitled to this Recapture is no longer in existence and the City is not able to make the payment, the money shall be returned to the Developer.

b. General.

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

- (1) Water Connection Charge, Section 31-54 of the Code of Ordinances at the time of connection;

- (2) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances at the time of connection;
 - (3) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;
 - (4) Public Library District Disconnection Fee, Section 23-47 of the Code of Ordinances;
 - (5) Eastside Sewer Treatment Plant Surcharge;
 - (6) Engineering Inspection and Review Fees (to be determined according to City Ordinances/Resolutions);
 - (7) Building Permit Fees (to be determined according to City Ordinances/Resolutions); and
 - (8) Development Impact Fee.
- c. Waiver of Right to Contest Development / Capital Improvement Fees.

The payment by the Developer to the City of the development fees and capital improvement fees as defined is final as to any and all development fees and capital improvement fees that the City may, could or shall impose upon the Developer of the Property and by the execution of this Agreement the Developer agrees not to contest such development fees and/or capital improvement fees. Neither party may seek a refund or rebate or impose any additional such development fees or capital improvement fees.

d. Covenant Not to Sue.

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

- (1) seeks to enjoin, restrain, condition or impair the enforcement of ordinances imposing, implementing or amending Development Fees;

- (2) seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;
- (3) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees by a writ of mandamus or injunction;
- (4) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees;
- (5) claims that the enforcement of ordinances imposing Development Fees, as applied to the Developer, constitute a taking; or
- (6) claims the ordinances establishing, implementing, or amending the Development Fees were not validly enacted.

7. **Remedies.**

a. In the event of a material breach of this Agreement, except for life safety matters, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, however, that said 30-day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same.

b. If any of the Parties fail to perform any of its obligations hereunder, and the Party affected by such default shall have given notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that such 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to the cure the same), then, in addition to any and all remedies that may be available, either at law or in equity, the

Party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

c. In the event of judicial action between the Parties to this Agreement with respect to the provisions of this Agreement, the prevailing Party will be entitled to recover in addition to any other recovery, its reasonable attorney's fees and expenses actually incurred due to such action.

8. **Term.** This Agreement shall be binding on the Parties and their respective successors and assigns for a period of twenty (20) years (the "Term"), commencing as of the date hereof, and for such further terms as may be authorized by statute and by City Resolution and Developer's consent. Termination of this Agreement will not affect the Annexation or rezoning of the Property.

9. **Miscellaneous.**

a. **Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of the Resolution by the City approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest; provided, however, in the event an amendment applies only to a portion of the Property, then only the City and the owner of the portion of the Property proposed to be subject to such amendment shall be required to consent to and execute such amendment.

b. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity

shall not affect the application or validity of any other provisions, covenants, agreements, and portions of this Agreement, unless as a result the purpose and intent of this Agreement will thereby be substantially or essentially impaired. In such event, the Parties will diligently proceed to revise this Agreement in order to re-memorialize such purpose and intent. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

c. No Waiver. The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other Party imposed, shall not constitute, or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

d. Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties with the exception of the previously executed Professional Fee Agreement.

e. Survival. The provisions herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

f. Successors and Assigns. This Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Property.

g. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested or by nationally recognized couriers or personally delivered to the Parties, at the following addresses, or such other addresses as the Parties, by notice may designate:

If Intended for Owner:

Gary Fritz
22120 South Gougar Road
Joliet, IL 60433

Wayne Fritz
16512 W. Delaney Road
Manhattan, IL 60442

Richard Fritz
23046 West U.S. 52
Manhattan, IL 60442

Robert Fritz
16844 West Schweitzer Road
Elwood, IL 60421

Diane M. Tordai, Diane M. Tordai Family Trust
17129 West Schweitzer Road
Elwood, IL 60421

with copies to:

Douglas Schlak
321 W. Maple Street
Suite 100
New Lenox, IL 60451

If Intended for Developer:

Northern Builders, Inc.
5060 River Road
Schiller Park, IL 60176
Attn: Thomas R. Kenrich
Email: tkenrich@northernbuilders.com

with a copy to:

Northern Builders, Inc.
5060 River Road
Schiller Park, IL 60176
Attn: Robert D. Tuerk
Email: rtuerk@northernbuilders.com

If intended for the City:

The City of Joliet
Attn: Legal Department
150 West Jefferson Street
Joliet, IL 60432

With a Copy to:

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

- h. Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.
- i. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable the Parties' compliance with

the terms and objective of this Agreement and the intentions of the Parties as reflected by said terms.

j. City Approval. Unless otherwise provided in the Agreement, whenever any approval or consent of the City, or any of its departments, officials, or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

k. Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, to the extent that performance is prevented or delayed by strikes, fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, or otherwise beyond the reasonable control of the applicable party, including, without limitation, any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war. To the extent that performance is delayed because of governmental law and regulations and unforeseen site conditions, the time for performance shall be tolled so long as reasonable efforts toward completion continue (collectively, "**Force Majeure**").

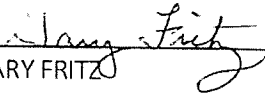
l. Prevailing Wages and other Laws. Developer acknowledges that all improvements constructed by Developer hereunder that are to be dedicated to the City are subject to the Illinois Prevailing Wages Act and other laws and regulations respecting public improvements. Developer will comply with all such applicable laws and regulations in all material respects.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing; each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

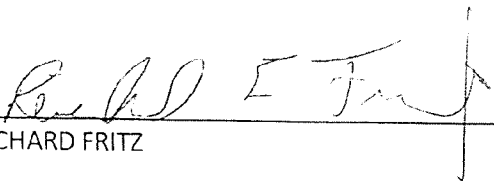
OWNER(S):



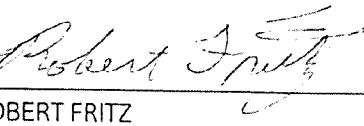
GARY FRITZ



WAYNE FRITZ

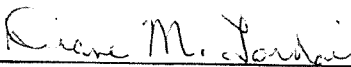


RICHARD FRITZ



ROBERT FRITZ

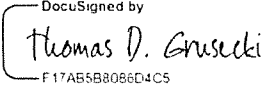
DIANE M. TORDAI FAMILY TRUST

By: 

Diane M. Tordai, Trustee

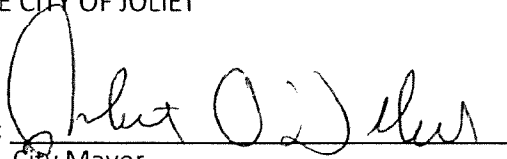
DEVELOPER:

NORTHERN BUILDERS, INC., an Illinois
corporation

By:  F17AB5B8086D4C5
Thomas D. Grusecki, President & CEO

CITY:

THE CITY OF JOLIET

By: 
City Mayor

ATTEST:

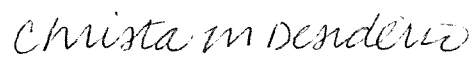
By: 
City Clerk

EXHIBIT A

LEGAL DESCRIPTION

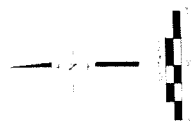
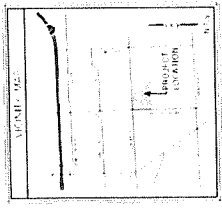
PROPERTY DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30 IN TOWNSHIP 35 NORTH IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, EXCEPTING THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ALL SITUATED IN THE COUNTY OF WILL, STATE OF ILLINOIS.

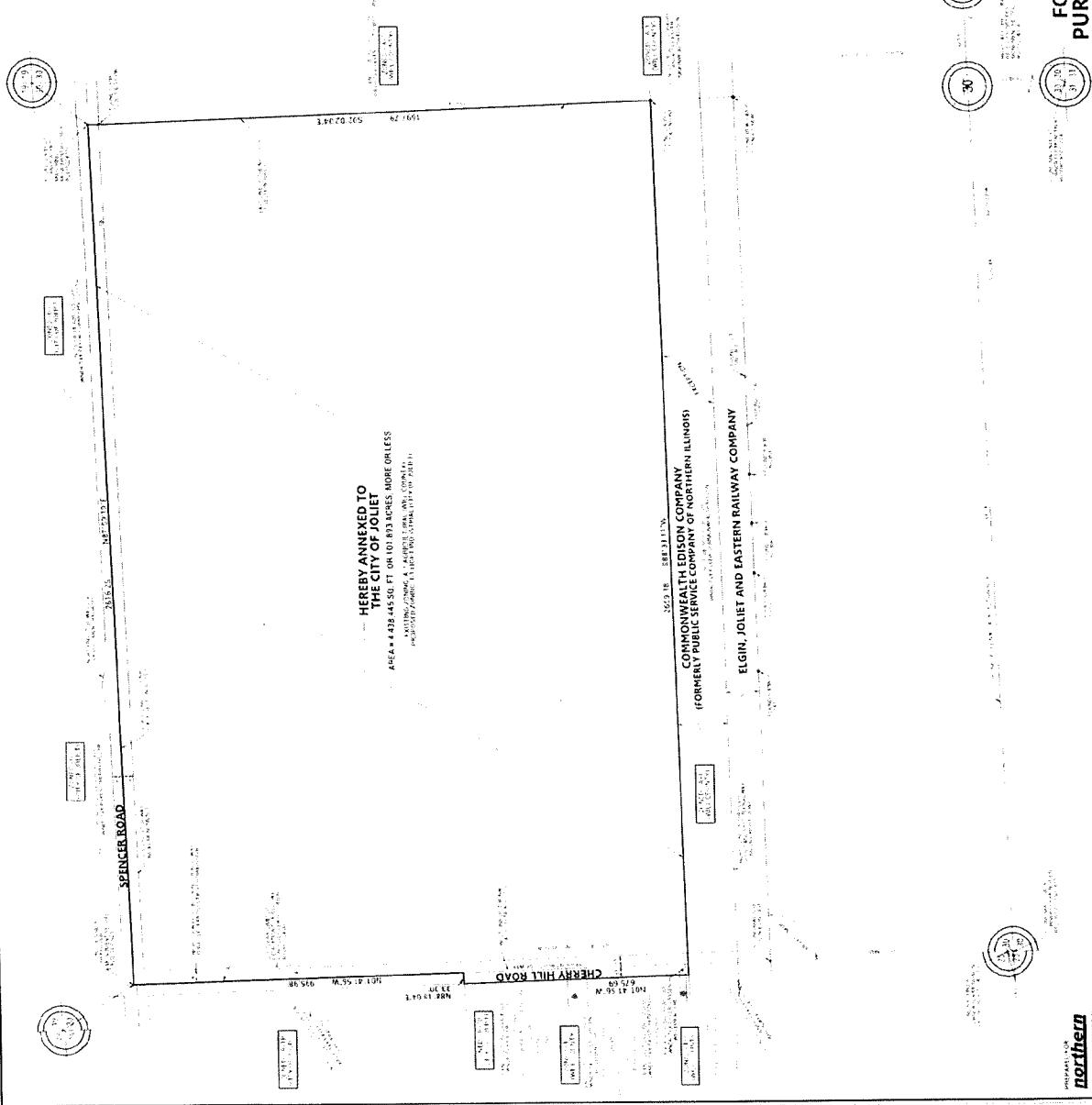
Property Address:

PIN:

"EXHIBIT B" & "EXHIBIT D"
 PLAT OF
ANNEXATION
 TO THE CITY OF JOLIET, WILL COUNTY, ILLINOIS



ALL RIGHTS RESERVED BY THE CITY OF JOLIET, ILLINOIS. THIS PLAT IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORD ACT OF ILLINOIS. THE CITY OF JOLIET, ILLINOIS, IS THE SOLE PROPRIETOR OF THIS PLAT AND ALL RIGHTS RESERVED BY THE CITY OF JOLIET, ILLINOIS.



HEREBY ANNEXED TO
 THE CITY OF JOLIET
 AREA = 4328.44550 FT OR 80.893 ACRES MORE OR LESS
 ALL RIGHTS RESERVED BY THE CITY OF JOLIET, ILLINOIS.

COMMONWEALTH EDISON COMPANY
 (FORMERLY PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS)

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

CONSULTING ENGINEER
 STATE LICENSE NO. 123456789
 LICENSE NO. 123456789

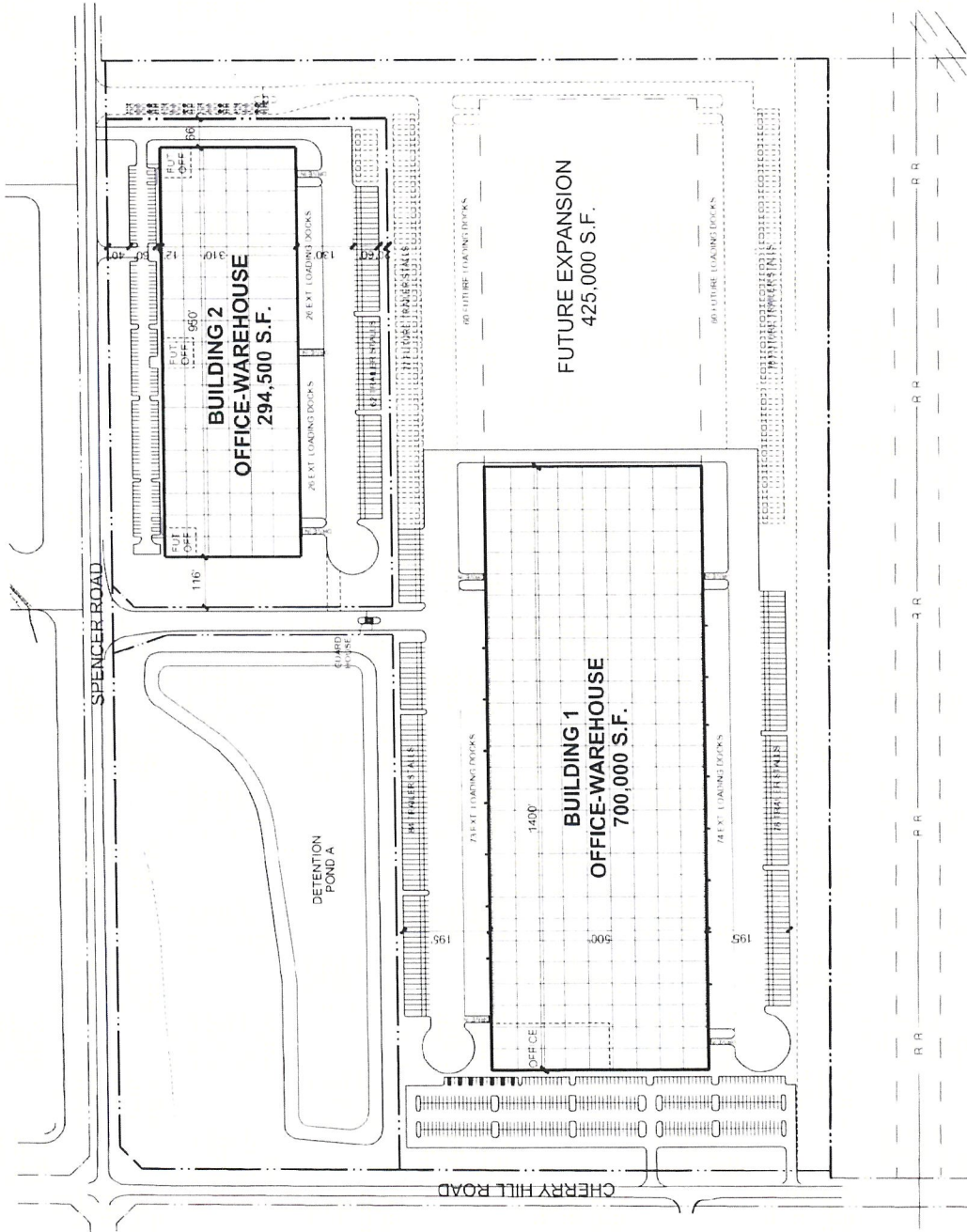
SPASCO INC.

FOR REVIEW
 PURPOSES ONLY



EXHIBIT E-CONCEPT SITE PLAN

CONCEPTUAL NEW FACILITY FOR OFFICE/WAREHOUSE JOLIET, ILLINOIS



SITE AREA (±97.10 AC.)	±4,229,850 S.F.
DETECTION	
POND AREA(±18.15 AC.)	±790,961 S.F.
BUILDING 1	
SITE AREA (±62.27 AC.)	±2,712,527 S.F.
OFFICE	30,000 S.F.
WAREHOUSE	670,000 S.F.
TOTAL BUILDING AREA	700,000 S.F.
FUTURE EXPANSION	425,000 S.F.
FUTURE TOTAL BLDG AREA	1,125,000 S.F.
PARKING	
PARKING PROVIDED	400 STALLS
TOTAL EXTERIOR DOCKS	147 DOCKS
FUTURE EXTERIOR DOCKS	120 DOCKS
TOTAL EXTERIOR TRAILERS	158 STALLS
FUTURE EXTERIOR TRAILERS	156 STALLS
DRIVE IN DOORS	4 DOORS
CLEAR HEIGHT	40'-0"
BUILDING 2	
SITE AREA (±16.67 AC.)	±726,486 S.F.
OFFICE	15,000 S.F.
WAREHOUSE	279,500 S.F.
TOTAL BUILDING AREA	294,500 S.F.
PARKING	
PARKING PROVIDED	167 STALLS
TOTAL EXTERIOR DOCKS	52 DOCKS
FUTURE EXTERIOR TRAILERS	62 STALLS
FUTURE EXTERIOR TRAILERS	10 STALLS
DRIVE IN DOORS	3 DOORS
CLEAR HEIGHT	40'-0"



HARRIS ARCHITECTS, INC.
WWW.HARRISARCHITECTS.COM
847.303.1155

CASE NO. _____
DATE FILED _____

ANNEXATION INFORMATION SHEET

(PLEASE PRINT CLEARLY)

I. Applicant's information:

NAME OF APPLICANT(S):

Kenneth L Nyenhuis
FN (MI) (LN) (Suffix)
7405 Mallard Way Cary IL 60013
HOME ADDRESS (include Suite, Apt. No.) CITY STATE ZIP CODE
5060 River Road Schiller Park IL 60176
BUSINESS ADDRESS CITY STATE ZIP CODE

CONTACT NUMBERS:

(H) (W) 847 678-5060 (H) 847 208-8768

E-MAIL ADDRESS knyenhuis@northernbuilders.com

II. Owner's information:

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

Gary Fritz
FN (MI) (LN) (Suffix)
22120 Geary Rd Deliet IL 60433
HOME ADDRESS (include Suite, Apt. No.) CITY STATE ZIP CODE
BUSINESS ADDRESS CITY STATE ZIP CODE

CONTACT NUMBERS:

(H) (W) (H) 815 735-2901

E-MAIL ADDRESS getritz1@aol.com

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

III. Agent Authorization:

Please check one of the following.

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

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

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

(Please Print)

Kenneth Nyenhuis Northern Builders, Inc
Agent's Name Company Name (If Applicable)

5060 River Rd., Schiller Park, IL 60176
Agent's Mailing Address City/State/Zip

(847) 678-5060 (847) 208-8768 (847) 678-7670
Agent's Phone Area Code Mobile Area code Fax

Email address: knyenhuis@northernbuilders.com

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

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

Owner's Signature (s):

 _____

Date: 3/17/2022 Date: _____

IV. REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

NAME	ADDRESS	Area Code	Phone
NAME	ADDRESS	Area Code	Phone
NAME	ADDRESS	Area Code	Phone

v. Property information:

PROPERTY ADDRESS:

1927 Cherry Hill Rd. Joliet IL New Lenox 60433
PROPERTY ADDRESS CITY STATE TOWNSHIP ZIP CODE

PROPERTY IDENTIFICATION NUMBER (PIN or tax number) 1508301000010000

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

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30 IN TOWNSHIP 35 NORTH IN RANGE 11 EAST OF
THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE ELGIN, JOLIET AND
EASTERN RAILWAY COMPANY, EXCEPTING THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE
COMPANY OF NORTHERN ILLINOIS, ALL SITUATED IN THE COUNTY OF WILL, STATE OF ILLINOIS.

LOT SIZE WIDTH North 2614.25' South 2626.16' DEPTH East 1697.79' West 1671.82' AREA 97.1 acres

PRESENT LAND USE Agriculture

EXISTING ZONING A-1 Agriculture

PROPOSED LAND USE AND/OR PURPOSE OF ANNEXATION Light Industrial

ZONING CLASSIFICATION REQUESTED I-1 Light Industrial

USES OF SURROUNDING PROPERTIES

NORTH I-1 Light Industrial EAST A-1 Agricultural
SOUTH I-1 Light Industrial WEST I-1 Light industrial and R-1B

IMPORTANT

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

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

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

Mary Fitch
PETITIONER

3-17-2022
DATE

PETITIONER

DATE

Subscribed and Sworn to before me
this 17th day of March, 2022

Sharon R. Zainer
NOTARY PUBLIC

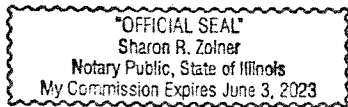


EXHIBIT A

LEGAL DESCRIPTION

PROPERTY DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30 IN TOWNSHIP 35 NORTH IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, EXCEPTING THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ALL SITUATED IN THE COUNTY OF WILL, STATE OF ILLINOIS.

Property Address:

PIN:

DATE: April 14, 2022
TO: Joliet Plan Commission
FROM: Planning Staff
SUBJECT: A-6-22: Annexation of 97.1 Acres Located at the Southeast corner of Cherry Hill Road and Spencer Road, Classification to I-1 (Light Industrial) Zoning and Approval of an Annexation Agreement.

GENERAL INFORMATION:

APPLICANT: Kenneth Nyenhuis, Northern Builders, Inc.
OWNER: Gary Fritz
REQUESTED ACTION: Approval of an Annexation of 97.1 acres, Classification to I-1 (Light Industrial) Zoning and Approval of an Annexation Agreement.
PURPOSE: To allow the construction of two office/warehouse buildings in the city limits and to connect said buildings to City utilities.
LOCATION: Southeast corner of Cherry Hill Road and Spencer Road (PIN #15-08-30-100-001-0000)
SIZE OF PARCEL: 97.1 Acres
EXISTING LAND USE: Vacant land
SURROUNDING LAND USE & ZONING:
North: Industrial; I-1 (Light Industrial)
South: Undeveloped, ComEd Land; County A-1 (Agricultural)
East: Undeveloped, Agricultural; County A-1 (Agricultural)
West: Industrial and Forest Preserve; R-1B (Single-Family Residential), I-1 (Light Industrial)

SITE HISTORY: Annexation and subdivision of the subject property was previously contemplated by the City Council in 2018. However, the property was not closed upon by the developer within 180 days of the prior execution of the annexation ordinances. The property owner is now working with Northern Builders, Inc. to develop the property with two separate warehouse/office buildings. The proposed development concept is similar to the previously approved preliminary plat and concept plan that was associated with the previous annexation attempt. The site currently consists of undeveloped farmland, with a single-family residence on the property's west side. Figure 1 shows the subject property, with the existing farmland use.

Figure 1: Subject Property



SPECIAL INFORMATION: The attached Concept Site Plan shows two separate office-warehouse buildings, which will be placed on two separate lots when the property is further subdivided in the future. Building #1 is 700,000 square feet in size, with the potential to expand up to an additional 425,000 square feet. Building #2 is 294,500 square feet in size and would not be expanded. When the property is replatted in the future, a conservation easement will be placed around the Sugar Run Creek area to preserve this watercourse. An on-site detention pond for the site will be located south of the Creek area, in the northwest portion of the subject property.

The subject property is not included in the City's South Side Comprehensive Plan, but the proposed I-1 (Light Industrial) use generally matches the existing zoning and land use that can be found to the north and west. An easement area for ComEd is located immediately south of the subject property, however, additional light industrial uses within the County can be found further south.

All public improvements, sewer and water connection fees, the East Side Sewer Treatment Plant Surcharge, and the developer's impact fee will be required. Detachment fees have been paid for the New Lenox Township Fire and Library Districts. Upon future development of the site, landscaping will be required as per City ordinance and will include 30'-wide berms along the north and west property lines. Right-of-way dedications along the eastern half of Cherry Hill Road and the southern half of Spencer Road will be required simultaneous with approval of the annexation ordinance. A half road improvement is being required for Cherry Hill Road and a full road improvement will be required for

Spencer Road. Water and sewer connections are available in mains located on the east side of Cherry Hill Road.

ANALYSIS: The approval of the annexation, annexation agreement and zoning classification to I-1 (Light Industrial) will allow the construction of two separate office-warehouse buildings. The proposal is consistent with surrounding land uses in the area and the subject property has access to City utilities. Given this context, annexation of the subject property for the proposed use is appropriate.

Figure 2: View of the Subject Property (Looking Southeast)



Figure 3: View of Spencer Road (Looking East)



Figure 4: View of Cherry Hill Road (Looking South)



City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Thursday, April 21, 2022

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

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

CALL TO ORDER

A motion was made by Bob Wunderlich, seconded by Brigette Roehr, to appoint Jason Cox as Chairman Pro-Tem for this meeting. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

ROLL CALL

Present Jason Cox, Jeff Crompton, Roberto Perez, Brigette Roehr, Marc Rousonelos and Bob Wunderlich

Absent John Dillon and John Kella

APPROVAL OF MINUTES

TMP-3631

Attachments: 031722

A motion was made by Brigette Roehr, seconded by Jeff Crompton, to approve the Plan Commission Meeting Minutes-March 17, 2022. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

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.

A-12-21: ANNEXATION OF 10 ACRES WEST OF BRANDON ROAD AND CLASSIFICATION TO I-TC (INTERMODAL TERMINAL-INDUSTRIAL PARK) ZONING.

Z-6-21: RECLASSIFICATION OF 5.225 ACRES NORTHWEST OF BRANDON ROAD FROM I-TA (INTERMODAL TERMINAL-INTERMODAL TERMINAL) TO I-TB (INTERMODAL TERMINAL-TRANSPORTATION EQUIPMENT) ZONING, AND RECLASSIFICATION OF 7.615 ACRES FROM I-TC (INTERMODAL TERMINAL-INDUSTRIAL PARK) TO I-TB (INTERMODAL TERMINAL-TRANSPORTATION EQUIPMENT) ZONING.

Z-7-21: RECLASSIFICATION OF 15.936 ACRES LOCATED WEST OF BRANDON ROAD FROM I-TA (INTERMODAL TERMINAL-INTERMODAL TERMINAL) TO I-TB (INTERMODAL TERMINAL-TRANSPORTATION EQUIPMENT) ZONING, AND RECLASSIFICATION OF 26.684 ACRES FROM I-TC (INTERMODAL TERMINAL-INDUSTRIAL PARK) TO I-TB (INTERMODAL TERMINAL-TRANSPORTATION EQUIPMENT) ZONING.

Z-8-21: RECLASSIFICATION OF 8.187 ACRES WEST OF BRANDON ROAD FROM I-TA (INTERMODAL TERMINAL-INTERMODAL TERMINAL) TO I-TC (INTERMODAL TERMINAL-INDUSTRIAL PARK) ZONING.

V-3-21: VACATION OF A PORTION OF SCHWEITZER ROAD, WEST OF THE UNION PACIFIC RAILROAD.

V-4-21: VACATION OF ABANDONED BRANDON ROAD, NORTH OF SCHWEITZER ROAD.

P-10-21: REVISED PRELIMINARY PLAT OF CENTERPOINT INTERMODAL CENTER AT JOLIET (BRANDON AMENDMENT) SUBDIVISION.

FP-7-21: FINAL PLAT OF CENTERPOINT INTERMODAL CENTER AT JOLIET SUBDIVISION, PHASE 25.

[ID-707-20](#)

Attachments: [A-12-21 thru V-4-21 - CenterPoint Combined Plan Commission Staff Report](#)
[1- Ltr to Joliet Plan Commission re CenterPoint-Traffic Study March 2019 Traffic Impact Analysis](#)
[May 2021 Traffic Signal Warrant Analysis](#)
[November 2021 Update Improvement Analysis](#)

Mr. Torri gave the Planning Staff Report.

Mr. Chris Spesia, Attorney, appeared on behalf of the petition.

Ms. Caprelle Evans, Teamsters Local 179, spoke in opposition to the petitions.

A motion was made by Jeff Crompton, seconded by Brigitte Roehr, to recommend for approval by the City Council the Annexation of 10 Acres West of

Brandon Road and Classification to I-TC (Intermodal Terminal-Industrial Park) Zoning, the Reclassification of 5.225 Acres Northwest of Brandon Road from I-TA (Intermodal Terminal-Intermodal Terminal) to I-TB (Intermodal Terminal-Transportation Equipment) Zoning, and Reclassification of 7.615 Acres from I-TC (Intermodal Terminal-Industrial Park) to I-TB (Intermodal Terminal-Transportation Equipment) Zoning, the Reclassification of 15.936 Acres Located West of Brandon Road from I-TA (Intermodal Terminal-Intermodal Terminal) to I-TB (Intermodal Terminal-Transportation Equipment) Zoning, and Reclassification of 26.684 Acres from I-TC (Intermodal Terminal-Industrial Park) to I-TB (Intermodal Terminal-Transportation Equipment) Zoning, the Reclassification of 8.187 Acres West of Brandon Road from I-TA (Intermodal Terminal-Intermodal Terminal) to I-TC (Intermodal Terminal-Industrial Park) Zoning, the Vacation of a Portion of Schweitzer Road, West of the Union Pacific Railroad, the Vacation of Abandoned Brandon Road, North of Schweitzer Road, the Revised Preliminary Plat of CenterPoint Intermodal Center at Joliet (Brandon Amendment) Subdivision, and the Final Plat of CenterPoint Intermodal Center at Joliet Subdivision, Phase 25. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

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.

A-5-22: ANNEXATION OF 16911 LARAWAY, CLASSIFICATION TO B-3 (GENERAL BUSINESS) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.

[TMP-3628](#)

Attachments: [A-5-22 16911 W. Laraway RD Staff.Report w Attachments](#)

Mr. Torri gave the Planning Staff Report.

Ms. Elaine Bottomley, Deputy Chief of Staff for Will County Executive, appeared on behalf of the petition.

Ms. Rachel Ventura, Will County Board Member, said this was discussed at the Will County Board Meetings. It was a mixed vote but it was approved.

A motion was made by Jeff Crompton, seconded by Brigette Roehr, to recommend for approval by the City Council the Annexation of 40 Acres Located at 16911 W. Laraway Road, Classification to B-3 (General Business) Zoning and Approval of an Intergovernmental Agreement. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

V-1-22: VACATION OF A 15' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED AT 2000 ESSINGTON ROAD.

[TMP-3611](#)

Attachments: [V-1-22 - 2000 Essington - D'Arcy Staff Report](#)

Mr. Torri gave the Planning Staff Report.

Mr. Tom Carroll, Geotech, appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Bob Wunderlich, seconded by Jeff Crompton, to recommend for approval by the City Council the Vacation of a 15' Wide Public Utility and Drainage Easement Located at 2000 Essington Road. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

**Z-3-22: RECLASSIFICATION OF TWO PARCELS LOCATED AT THE SOUTHEAST CORNER OF ALESSIO DRIVE AT MANHATTAN ROAD FROM R-2 (SINGLE-FAMILY RESIDENTIAL) TO I-1 (LIGHT INDUSTRIAL) ZONING.
Z-4-22: RECLASSIFICATION OF 400 MANHATTAN ROAD FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO I-1 (LIGHT INDUSTRIAL) ZONING.**

[TMP-3612](#)

Attachments: [Z-3-22 and Z-4-22- SEC Alessio Drive and 400 Manhattan Road Staff Report Packet](#)

Mr. Torri gave the Planning Staff Report.

Ms. Carla Policandriotes appeared on behalf of the petition. She gave further background information about the property.

Mr. Brad Strohl, Manhard Consulting, appeared on behalf of the petition as well.

Mr. Bill Kozol, 1508 Middletree Road, appeared in opposition to the petition.

Mr. Richard Welch, 406 Judge Court, appeared in opposition to the petition.

Mr. Saul Brass, 101 Wildwood Lane, appeared in opposition to the petition.

Ms. Megan Cooper, Joliet, appeared in opposition to the petition.

Mr. Monte Moore, 308 Middletree Road, appeared in opposition to the petition.

Ms. Janet Buell, resides adjacent to the property in question, appeared in opposition to the petition.

This Public Hearing was recommend for approval by Bob Wunderlich but failed for a lack of second.

A motion was made by Jeff Crompton, seconded by Brigette Roehr, to deny the Reclassification of Two Parcels Located at the Southeast Corner of Alessio Drive at Manhattan Road from R-2 (Single-Family Residential) to I-1 (Light Industrial Zoning and the Reclassification of 400 Manhattan Road from R-1 (Single-Family Residential) to I-1 (Light Industrial) Zoning. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr and Rousonelos

Nay: Wunderlich

Absent: Dillon and Kella

P-2-22: PRELIMINARY PLAT OF THIRD COAST INTERMODAL HUB "1" SUBDIVISION.

FP-2-22: FINAL PLAT OF THIRD COAST INTERMODAL HUB "1" SUBDIVISION, UNIT 1.

M-1-22: PETITION FOR A SPECIAL USE PERMIT TO ALLOW DEVELOPMENT OF 532.14 ACRES OF PROPERTY WITHIN THE CEDAR CREEK WATERSHED PROTECTION AREA.

V-2-22: VACATION OF 3.788 ACRES OF EXISTING BRIDGE ROAD RIGHT-OF-WAY.

[TMP-3630](#)

Attachments: [P-2-22 M-1-22 V-2-22 - Third Coast Intermodal Hub 1 - Combined PC Staff report](#)

Mr. Torri gave the Planning Staff Report.

Mr. Tom Osterberger, Attorney, appeared on behalf of the petition.

Mr. William Bohne, Jacob & Hefner Associates, appeared on behalf of the petition as well.

Mr. Osterberger and Mr. Bohne gave further background information about the petitions.

Ms. Donna Rosendale, Bridge and Noel, had several concerns about the petitions. Mr. Bohne answered some of her questions. She appeared in

opposition to the petitions.

Mr. Chris Spesia, on behalf of CenterPoint and Houbolt Road Extension, appeared in opposition to the petitions.

Ms. Rachel Ventura, Will County Board Member, appeared in opposition to the petitions.

Ms. Stephanie Irvine, Jackson Township resident, appeared in opposition to the petitions.

Ms. Julia Baum-Coldwater, Elwood and Jackson Township, appeared in opposition to the petitions.

Ms. Michelle Peterson appeared in opposition to the petitions.

Ms. Christina Sammot, Jackson Township resident, appeared in opposition to the petitions.

Mr. David DeDesiderio appeared in opposition to the petitions.

Mr. Tom Howard, Jackson Township resident, appeared in opposition to the petitions.

Ms. Elizabeth Villagomez, 500 Stockton, appeared in opposition to the petitions.

Mr. Matt Robbins, Supervisor of Jackson Township, appeared in opposition to the petitions.

Mr. Christopher Frederick, Jackson Township, appeared in opposition to the petitions.

Mr. Jim Walsh, Supervisor of Manhattan Township, appeared in opposition to the petitions.

Ms. Donna Rosendale made a few more statements and requested the petitions be tabled until the infrastructure is there to handle the traffic.

Mr. Osterberger, Attorney, made a few comments to the Commissioners.

Mr. Bohne went through the criteria again to the Commissioners and those in attendance.

Mr. Christopher Frederick made a few more comments.

Mr. Nick Malone appeared in opposition to the petitions.

Ms. Christina Sammot made a few more comments.

Mr. Osterberger explained what the confusion was about pertaining to the posting of the signs for the project.

A motion was made by Jeff Crompton, seconded by Brigette Roehr, to recommend for approval by the City Council the Preliminary Plat of Third Coast Intermodal Hub "1" Subdivision, the Final Plat of Third Coast Intermodal Hub "1" Subdivision, Unit 1, the Petition for a Special Use Permit to Allow Development of 532.14 Acres of Property within the Cedar Creek Watershed Protection Area, and the Vacation of 3.788 Acres of Existing Bridge Road Right-of-Way. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

A-6-22: ANNEXATION OF 97.1 ACRES LOCATED AT THE SOUTHEAST CORNER OF CHERRY HILL AND SPENCER, CLASSIFICATION TO I-1 (LIGHT INDUSTRIAL) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.

[TMP-3629](#)

Attachments: [A-6-22 Cherry Hill Spencer Annexation Staff.Report w Attachments](#)

Mr. Torri gave the Planning Staff Report.

Mr. Ken Nyenhuis, Northern Builders, appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Roberto Perez, to recommend for approval by the City Council the Annexation of 97.1 Acres Located at the Southeast Corner of Cherry Hill Road and Spencer Road, Classification to I-1 (Light Industrial) Zoning and Approval of an Annexation Agreement. The motion carried by the following vote:

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

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

Please see all public comments at the following link:

Link: <https://joliet.legistar.com/Calendar.aspx>

Then select "Meeting Details" for this meeting.

ADJOURNMENT

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

Aye: Cox, Crompton, Perez, Roehr, Rousonelos and Wunderlich

Absent: Dillon and Kella

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.

PLAT OF DEDICATION

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COMMONWEALTH EDISON COMPANY
FORMERLY PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

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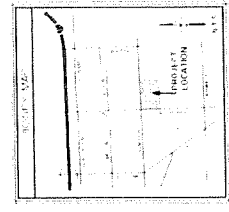
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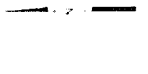
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PROJECT LOCATION



SCALE: 1" = 100' (GRAPHIC)
SCALE: 1" = 100' (TEXT)

THE STATE OF ILLINOIS, COUNTY OF COOK, BEING THE COUNTY IN WHICH THE PROPERTY DESCRIBED IN THIS PLAT IS LOCATED, HAS REVIEWED THE RECORDS OF THE DEPARTMENT OF REVENUE AND HAS DETERMINED THAT THE PROPERTY DESCRIBED IN THIS PLAT IS SUBJECT TO TAXES AS PROVIDED BY LAW.

STATE OF ILLINOIS
COUNTY OF COOK
PLAT OF DEDICATION
COMMONWEALTH EDISON COMPANY
FORMERLY PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

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CONSULTING ENGINEERS
ELECTRICAL ENGINEERS
LABORATORIES

FOR REVIEW
PURPOSES ONLY

PREPARED BY
northern
NORTHWESTERN ENGINEERS, INC.
CHICAGO, ILLINOIS

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PLAT OF DEDICATION

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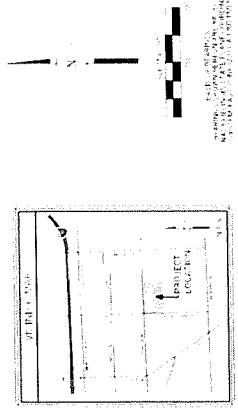
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CHERRY HILL ROAD
PUBLIC HIGHWAY

THE STATE OF ILLINOIS
COUNTY OF DECATUR

COMMONWEALTH EDISON COMPANY
FORMERLY PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

FOR REVIEW
PURPOSES ONLY

CONSULTING ENGINEER
LAND SURVEYOR

SPACCOSS INC.

INSURANCE
northern
NORTHERN LIFE & ACCIDENT INSURANCE CO. OF NEW YORK

PROPERTY DESCRIPTION:
FRITZ PARCEL ROADWAY DEDICATION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 30 IN TOWNSHIP 35 NORTH IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, EXCEPTING THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER PER MONUMENT RECORDS R2005-070629 AND R2021-053670; THENCE NORTH 87 DEGREES 59 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION (BEARINGS PER ILLINOIS STATE PLANE EAST ZONE-NAD 83) 2616.25 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 30 PER MONUMENT RECORDS R2015-024775 AND R2021-053670; THENCE SOUTH 02 DEGREES 02 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 40.00 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 10 SECONDS WEST, PARALLEL WITH AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, 2516.49 FEET; THENCE SOUTH 43 DEGREES 08 MINUTES 37 SECONDS WEST 70.91 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 56 SECONDS EAST ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, 1582.31 FEET TO THE NORTH LINE OF THE PROPERTY CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE SOUTH 88 DEGREES 33 MINUTES 11 SECONDS WEST ALONG SAID NORTH LINE 50.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 41 MINUTES 56 SECONDS WEST ALONG SAID WEST LINE 1671.82 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART PREVIOUSLY DEDICATED FOR ROADWAY PURPOSES PER DOCUMENT R1988-014980), IN WILL COUNTY ILLINOIS.

CONTAINING 4.30 ACRES OR 187,508 SQUARE FEET MORE OR LESS.

PREPARED BY: SPACECO.INC

DATED: MARCH 17, 2022

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PROPERTY DESCRIPTION:
JARABAK CH PARCEL ROADWAY DEDICATION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19 IN TOWNSHIP 35 NORTH IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER PER MONUMENT RECORDS R2005-070629 AND R2021-053670; THENCE NORTH 01 DEGREES 41 MINUTES 56 SECONDS WEST (BEARINGS PER ILLINOIS STATE PLANE EAST ZONE-NAD 83) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 31.00 FEET TO THE SOUTHWEST CORNER OF CHERRY HILL ROAD AS DEDICATED PER DOCUMENT R2005-215359; THENCE NORTH 87 DEGREES 59 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID DEDICATION 50.00 FEET TO THE EAST LINE OF SAID DEDICATION; THENCE NORTH 01 DEGREES 45 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE 59.00 FEET; THENCE SOUTH 46 DEGREES 53 MINUTES 14 SECONDS EAST 70.55 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 10 SECONDS EAST, PARALLEL WITH AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER 744.42 FEET TO A POINT ON THE NORTH LINE OF SPENCER ROAD AS DEDICATED PER DOCUMENT R1987-061552; THENCE NORTH 79 DEGREES 58 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE 64.63 FEET; THENCE SOUTH 79 DEGREES 37 MINUTES 59 SECONDS EAST ALONG SAID NORTH LINE 41.98 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 10 SECONDS EAST, PARALLEL WITH AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1666.74 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREES 53 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 19 PER MONUMENT RECORDS R2015-024775 AND R2021-053670; THENCE SOUTH 87 DEGREES 59 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 2616.25 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART PREVIOUSLY DEDICATED FOR ROADWAY PURPOSES PER DOCUMENT R1987-061552), IN WILL COUNTY, ILLINOIS.

CONTAINING 2.43 ACRES OR 105,920 SQUARE FEET MORE OR LESS.

PREPARED BY: SPACECO.INC

DATED: MARCH 17, 2022

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*DEDICATION OF
RIGHT OF WAY*

THIS INDENTURE WITNESSETH that the Grantor, *Northern Builders, Inc.* for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate to the City of Joliet, an Illinois Municipal Corporation, all interest in and to the following described real property for roadway and other public purposes.

(see attached Exhibit "A")

PIN: Part of 1508301000010000
Commonly Known As Gary Fritz Property

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 15th day of March, 2022.

By: *Gary Fritz*
Attest: *Sharon R. Zolner*

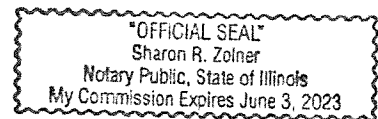
STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

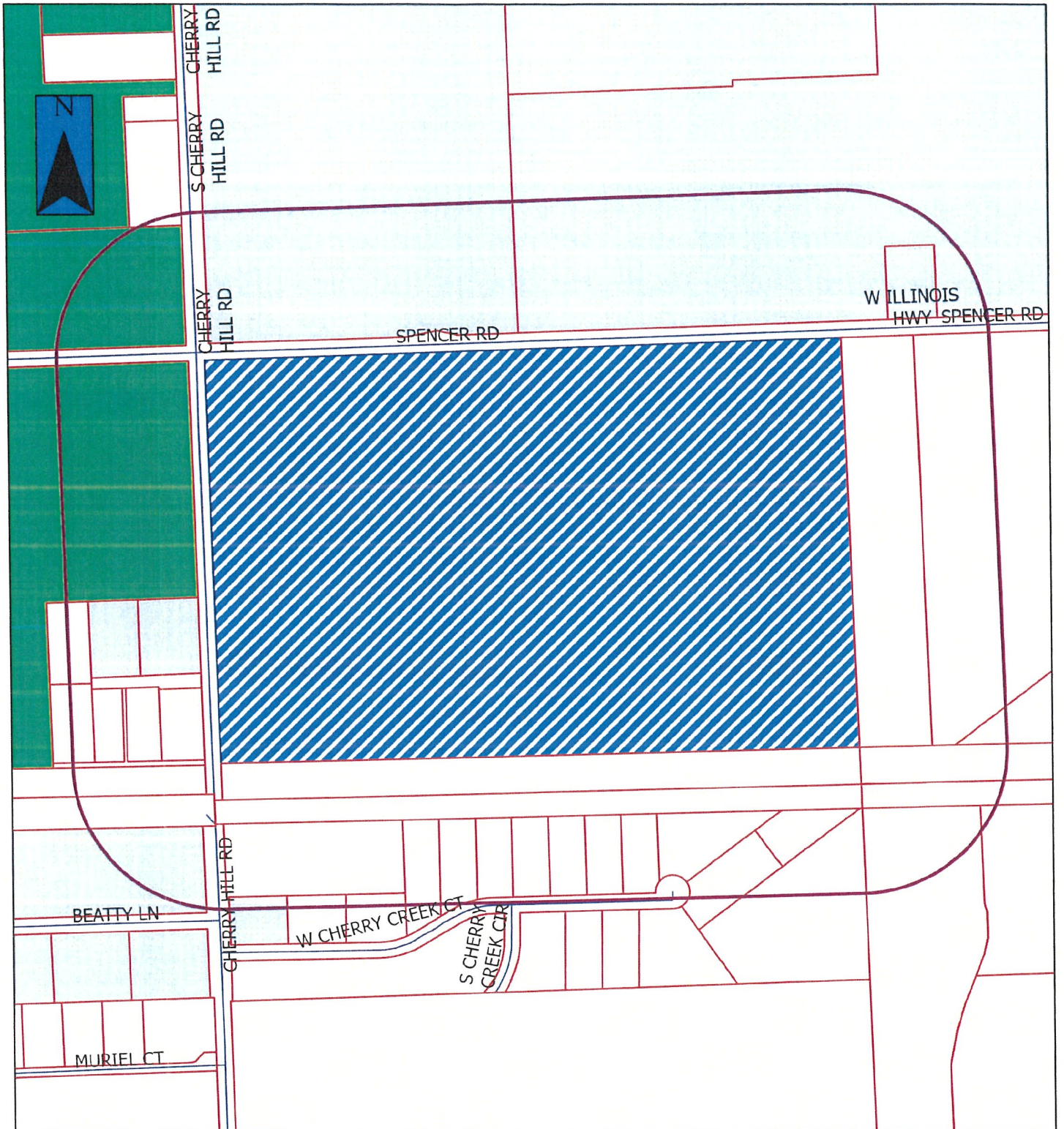
I, the undersigned, a Notary Public in and for the above county and State, do hereby certify that Kenneth L Nyenhuis is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Sharon R. Zolner
Notary Public

PREPARED BY/RETURN TO THE GRANTEE:

City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

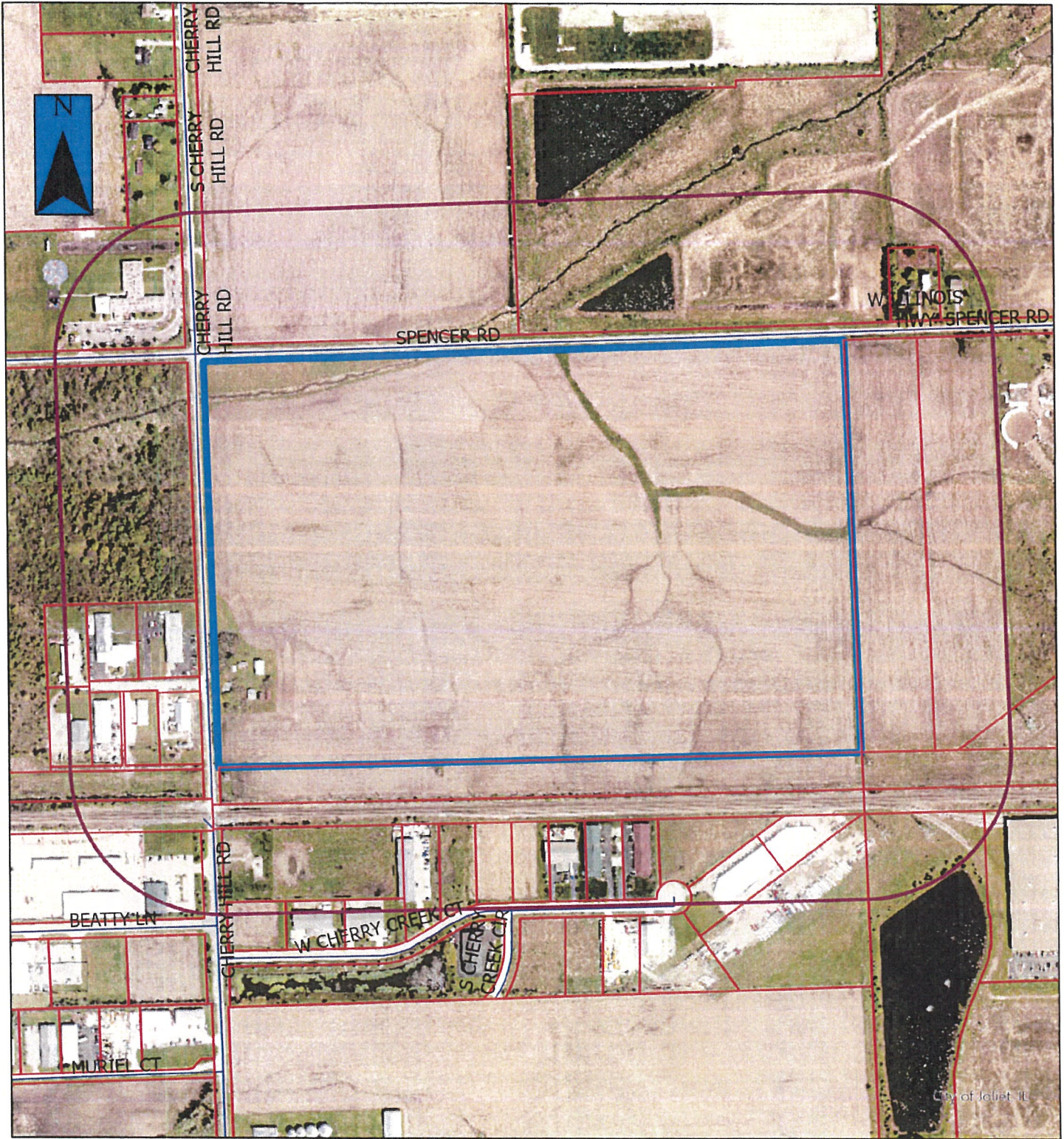




A-6-22

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

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



A-6-22a

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



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 268-22

Agenda Date: 5/17/2022

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:

Resolution Approving an Annexation Agreement for a 97.1-Acre Parcel Located at the Southeast Corner of Cherry Hill Road and Spencer Road (A-6-22)

BACKGROUND:

The petitioner is requesting an annexation of a 97.1-acre parcel located at the southeast corner of Cherry Hill Road and Spencer Road to develop a future light industrial use. As a part of the annexation, the petitioner will be dedicating portions of right of way along the east side of Cherry Hill Road, and along the south and north sides of Spencer Road, as shown in the attached Plats of Dedication.

Annexation of the subject property was previously approved by the City Council in 2018. However, the property did not close within the 180-day period that was stipulated in the previous annexation agreement, thereby nullifying the annexation. The current petition for annexation is similar to the previous petition in that the proposed development concept consists of two separate warehouse/office buildings. The attached Concept Site Plan shows two separate office-warehouse buildings, which will be placed on two separate lots when the property is further subdivided in the future. Building #1 is 700,000 square feet in size, with the potential to expand up to an additional 425,000 square feet. Building #2 is 294,500 square feet in size and would not be expanded. When the property is replatted in the future, a conservation easement will be placed around the Sugar Run Creek area to preserve this watercourse. An on-site detention pond for the site will be located south of the Creek area, in the northwest portion of the subject property. The site is currently undeveloped farmland.

The subject property is not included in the City's South Side Comprehensive Plan, but the proposed I-1 (Light Industrial) use generally matches the existing zoning and land use that can be found to the north and west. An easement area for ComEd is located immediately south of the subject property, however, additional light industrial uses within the County can be found further south.

All public improvements, sewer and water connection fees, the East Side Sewer Treatment Plant Surcharge, and the developer's impact fee will be required. Detachment fees have been paid for the New Lenox Township Fire and Library Districts. Upon future development of the site, landscaping will be required as per City ordinance and will include 30'-wide berms along the north and west property lines. Right-of-way dedications along the eastern half of Cherry Hill Road and the southern half of Spencer Road will be required simultaneous with approval of the annexation ordinance. A half road improvement is being required for Cherry Hill Road and a full road improvement will be required for Spencer Road. Water and sewer connections are available in mains located on the east side of

Cherry Hill Road.

PLAN COMMISSION PUBLIC HEARING:

The Plan Commission held a public hearing on this matter at its April 21, 2022 meeting. Mr. Ken Nyenhuis, Northern Builders, Inc., appeared on behalf of the petition. No one appeared in support or opposition to the petition. Meeting minutes are included with the Council Memo packet.

RECOMMENDATION OF THE PLAN COMMISSION:

Mr. Crompton motioned to approve the Annexation of a 97.1-Acre parcel located at the southeast corner of Cherry Hill Road and Spencer Road, classification to I-1 (Light Industrial) Zoning, and approval of an Annexation Agreement. Mr. Perez seconded the motion, which passed with 6 aye votes. Voting aye were: Cox, Crompton, Perez, Roehr, Rousonelos, and Wunderlich.

RECOMMENDATION OF THE ADMINISTRATION:

The Administration concurs with the recommendation of the Plan Commission and recommends the Mayor and City Council adopt the following:

A Resolution Approving an Annexation Agreement for a 97.1-Acre Parcel Located at the Southeast Corner of Cherry Hill Road and Spencer Road



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 268-22

File ID: 268-22

Type: Public Hearing

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/05/2022

Department: Planning and Zoning

Final Action:

**Title: Resolution Approving an Annexation Agreement for a 97.1-Acre Parcel
Located at the Southeast Corner of Cherry Hill Road and Spencer
Road (A-6-22)**

Agenda Date: 05/17/2022

Attachments: Annexation Agreement_All Signatures,
Annexation_AgreeResolution - Cherry Hill & Spencer,
Plat of Annexation, Concept Site Plan, Petition, PC
Staff Report, Plan Commission Minutes 04.21.2022,
Plats of Dedication, Parcel Roadway Dedications,
Dedication of Right of Way_Signature Page, Zoning
and Aerial Maps

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/10/2022	Jim Torri	Approve	5/12/2022
1	2	5/10/2022	Eva-Marie Tropper	Approve	5/12/2022
1	3	5/10/2022	Sabrina Spano	Approve	5/12/2022
1	4	5/11/2022	James V. Capparelli	Approve	5/12/2022