



# **City of Joliet**

## **City Council Meeting**

### **Meeting Agenda - Final**

MAYOR BOB O'DEKIRK  
MAYOR PRO-TEM COUNCILWOMAN JAN QUILLMAN (7/1/2022 - 9/30/2022)  
COUNCILMAN JOE CLEMENT  
COUNCILWOMAN BETTYE GAVIN  
COUNCILMAN CESAR GUERRERO  
COUNCILMAN LARRY E. HUG  
COUNCILMAN TERRY MORRIS  
COUNCILMAN PAT MUDRON  
COUNCILWOMAN SHERRI REARDON

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

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**Tuesday, August 2, 2022**

**6:30 PM**

**City Hall, Council Chambers**

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Citizens who are unable to attend the meeting can email comments in advance of the meeting to [publiccomment@joliet.gov](mailto:publiccomment@joliet.gov).

#### **INVOCATION:**

Pastor Silbano Garcia II, Cherry Hill Church of Christ, 2749 Lancaster Drive

#### **PLEDGE TO THE FLAG:**

#### **ROLL CALL:**

#### **MAYOR:**

#### **APPROVAL OF AGENDA:**

#### **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 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.

**APPOINTMENTS:**

Appointment to the Joliet Committee and Commissions

**Attachments:** [Tree Board 8222](#)  
[Approver Report](#)

**COUNCIL COMMITTEE REPORTS:**

CTIS

Public Safety

Public Service

**CONSENT AGENDA:**

Approval of Minutes:

Pre-Council Meeting - July 18, 2022

**Attachments:** [Pre-Council Meeting - July 18, 2022.pdf](#)  
[Approver Report](#)

Position Vacancies

[385-22](#)

**Attachments:** [#NEW ESDA Coordinator-Training Facility Director - 2022-06-08](#)  
[Approver Report](#)

Award of Contract Renewal of the Community Notification System from 7/31/2022 - 7/30/2023 to Will County 9-1-1 System in the amount of \$31,125.00

[386-22](#)

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

Award of Contract to Heartland Business Systems for VMware Licensing in the amount of \$86,544.80

[387-22](#)

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

Professional Services Agreement for the 2022 Pre-Treatment Program Assistance to Baxter & Woodman Inc. in the amount of \$110,000.00 [388-22](#)

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

Professional Services Agreement for the 2023 Sanitary Sewer Rehabilitation Program to RJN Group Inc. in the amount of \$74,990.00 [389-22](#)

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

Amendment No. 1 for the 2022 Sanitary Sewer Investigation and Rehabilitation Program Professional Service Agreement to RJN Group Inc. in the amount of \$39,285.00 [390-22](#)

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

Change Order No. 2 in the amount of \$35,825.97 for the 2020 Electrical Maintenance Assistance Contract to Van-Mack Electric Inc. and Payment Request No. 12 and Final in the amount of \$70,032.93 [391-22](#)

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

Change Order No. 7 in the amount of (\$699,403.03) and Final Payout in the amount of \$765,710.58 for the 2020 Sanitary Sewer Rehabilitation Program to Performance Pipelining Inc. [392-22](#)

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

Change Order No. 1 in the amount of (\$690.00) and Final Payout in the amount of \$4,154.00 for the Fairmont and Garvin Sanitary Improvement Project to Performance Construction and Engineering [393-22](#)

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

Change Order No. 1 in the amount of \$47,000 for Managed Print Services to Martin Whalen Office Solutions [394-22](#)

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

Approve Payment of the 2022 Wastewater Discharge NPDES Permit Fees to the Illinois Environmental Protection Agency in the amount of \$152,500.00

[395-22](#)

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

## AGENDA ITEM:

Award of Contract for the 2022 Roadways Resurfacing East - Contract C to Austin Tyler Construction Inc. in the amount of \$2,523,297.72

[397-22](#)

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

Award of Contract for the 2022 Roadways Resurfacing West - Contract D to Austin Tyler Construction in the amount of \$2,480,853.73

[398-22](#)

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

Award of Contract for the 2022 Roadway Arterial Resurfacing Contract - MFT Sect. No. 22-00552-00-RS to P.T. Ferro Construction Co. in the amount of \$2,340,535.07

[399-22](#)

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

## PUBLIC HEARINGS:

All evidence and testimony will be presented under oath. The petitioner will be allowed to present first. After the petitioner is completed, interested parties will be allowed to present evidence and/or cross examine the petitioner. As this hearing is legislative in nature and not administrative, an interested party shall be defined as someone who either owns property within 600 feet of the proposed development site, or a member or official representative of an affected governmental body; the remainder of those who wish to be heard shall be classified as public speakers. Interested parties will present second. Once the interested parties have completed, public speakers will be heard. These individuals are public speakers, so the applicable public speaking rules shall be in effect: Speakers should try to address all comments to the council as a whole and not to any individual member, repetitive comments are discouraged, total comment time for any one person is 4 minutes, no speaker shall engage in a debate or make direct threats or personal attacks or be uncivil or abusive, disruptive behavior by the members of the public will not be tolerated, and the presiding officer may limit irrelevant, immaterial, or inappropriate comments or statements.

## ORDINANCES AND RESOLUTIONS:

### ORDINANCES:



Ordinance Approving a Special Use Permit to Allow a B-3 (General Business) Use (Pole Vault Training Facility) in an I-2 (General Industrial) Zoning District (ZBA 2022-40) [401-22](#)

**Attachments:** [Special Use Permit Ordinance - ZBA 2022-40 560A Joyce Rd](#)  
[ZBA 2022-40 \(560A Joyce Rd\) Staff Report Packet](#)  
[07-21-22 ZBA Minutes](#)  
[Approver Report](#)

Ordinance Providing for the Issuance of not to Exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in One or More Series, and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest of Said Bonds [402-22](#)

**Attachments:** [City of Joliet GO Bonds 2022 \(Rock Run Crossings Project\) - Parameters Ordinance \(4871-1610-2439.v4\)](#)  
[Approver Report](#)

Ordinance Authorizing a Budget Amendment for the Purchase of 1000 N. Center Street [403-22](#)

**Attachments:** [Ordinance](#)  
[Purchase Contract](#)  
[Approver Report](#)

## RESOLUTIONS:

Resolution Approving Dedication of a 0.18-Acre Portion of Spencer Road and a 0.85-Acre Portion of Spencer Road as Public Right of Way. [405-22](#)

**Attachments:** [Resolution](#)  
[Plat of Dedication Spencer Road - East of Subject Property](#)  
[Concept Site Plan](#)  
[Approver Report](#)

Resolution Authorizing Approval and Execution of a Real Estate Sales Agreement for the Purchase of Real Property (McDonough and Stryker Avenue) [406-22](#)

**Attachments:** [Resolution](#)  
[Stryker Ave Signed with Exhibit](#)  
[Approver Report](#)

Resolution Appropriating Motor Fuel Tax Funds for the 2022 Arterial Resurfacing Contract - MFT Sect. No. 22-00552-00-RS in the amount of \$2,340,535.07 [407-22](#)

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

Resolution Authorizing the Execution of an Agreement for the Lease and Operation of Duly Health Care Field [408-22](#)

**Attachments:** [Resolution](#)  
[slammerslease2022.docx](#)  
[Approver Report](#)

## **CITY MANAGER:**

## **NEW BUSINESS (Not for Final Action or Recommendation):**

## **PUBLIC COMMENTS:**

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](http://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

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**File #:**

**Agenda Date:**8/2/2022


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**TO:** City Council

**FROM:** Bob O'Dekirk, Mayor


**SUBJECT:**  
Appointment to the Joliet Committee and Commissions

**RECOMMENDATION:**  
Appointment to the Tree Advisory Board

OFFICE OF THE MAYOR  
**BOB O'DEKIRK**  
MAYOR  
PHONE: 815/724-3700  
FAX: 815/724-3715  
ROdekirk@jolietcity.org  




150 WEST JEFFERSON STREET  
JOLIET, ILLINOIS 60432-4158

**DATE:** August 2, 2022  
**TO:** City Council Members  
**FROM:** Mayor Bob O'Dekirk   
**SUBJECT:** Joliet Committee and Commissions

I am proposing to make the following appointment to the **Tree Advisory Board** at the regularly scheduled August 2, 2022 City Council meeting:

Jim Testin  
806 Junie Ct.  
Joliet, IL 60435

replaces

Willie Jaeger

**copy:** Christa Desiderio, City Clerk



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

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**File ID:**

**Type:** Appointment

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/25/2022

**Department:** Mayor/Liquor  
Commission

**Final Action:**

**Title:** Appointment to the Joliet Committee and Commissions

**Agenda Date:** 08/02/2022

**Attachments:** Tree Board 8222

**Entered by:** aharris@joliet.gov



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:**

**Agenda Date:**8/2/2022

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# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432



## Meeting Minutes - Pending Approval

Monday, July 18, 2022

5:30 PM

City Hall, Council Chambers

### Pre-Council Meeting

**MAYOR BOB O'DEKIRK**

**MAYOR PRO-TEM COUNCILWOMAN JAN QUILLMAN (7/1/2022 - 9/30/2022)**

**COUNCILMAN JOE CLEMENT**

**COUNCILWOMAN BETTYE GAVIN**

**COUNCILMAN CESAR GUERRERO**

**COUNCILMAN LARRY E. HUG**

**COUNCILMAN TERRY MORRIS**

**COUNCILMAN PAT MUDRON**

**COUNCILWOMAN SHERRI REARDON**

**City Manager - James V. Capparelli,**

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

Citizens who are unable to attend the meeting can email comments in advance of the meeting to [publiccomment@joliet.gov](mailto:publiccomment@joliet.gov).

**ROLL CALL:**

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

**Absent:** Councilwoman Bettye Gavin

ALSO PRESENT: City Manager James V. Capparelli and Corporation Counsel Sabrina Spano.

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

Finance

Public Service

Stadium

**CONSENT AGENDA:****Approval of Minutes:**

**Council Meeting - June 21, 2022**

**Council Meeting - July 5, 2022**

Attachments: [Council Meeting - June 21, 2022.pdf](#)  
[Council Meeting - July 5, 2022.pdf](#)  
[Approver Report](#)

**Invoices Paid**

Attachments: [Invoices Paid 06.22](#)  
[Approver Report](#)

**Renewal of the Proposed Property and Casualty Coverages**

[369-22](#)

Attachments: [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Renewal of the Proposed Workers' Compensation Broker**

[370-22](#)



Attachments:     [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Award of Contract for the Authorization for Comprehensive Benefit Consulting/Broker Services to Gallagher Benefit Services in the amount of \$76,000**

[371-22](#)

Attachments:     [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Award of Contract for the 2022 Sidewalk / Curb Replacement Project - East Area to Austin-Tyler Construction, Inc. in the amount of \$347,350.05**

[372-22](#)

Attachments:     [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Award of Contract for the 2022 Hickory-Spring Creek Cleaning Project to Gregg W. Dobczyk Excavating in the amount of \$88,000.00**

[373-22](#)

Attachments:     [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Award of Contract for the Emergency Removal and Replacement of Existing HVAC Rooftop and Supply Air Systems at Joliet Police Department Headquarters at 150 W Washington Street to Anchor Mechanical Inc. in the amount of \$613,961.50**

[374-22](#)

Attachments:     [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Change Order No. 1 for the 2022 Municipal Parking Lot Improvements (7196 Caton Farm Road / 1 South Des Plaines Street) to P.T. Ferro Construction Co. in the amount of \$12,334.03 and Payment No. 2 and Final in the amount of \$63,388.53**

[375-22](#)

Attachments:     [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

## **AGENDA ITEM:**

**2022 Deteriorated Roadway Resurfacing Program**

[377-22](#)

Attachments:     [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

## **LICENSES AND PERMIT APPLICATIONS:**

## **PUBLIC HEARINGS:**

## **ORDINANCES AND RESOLUTIONS:**

### **ORDINANCES:**

**Ordinance Approving the Reclassification of 16.47 Acres located at 1750 W. Patterson Road from I-TC (Intermodal Terminal - Industrial Park) to I-TB (Intermodal Terminal - Transportation Equipment) Zoning (Z-5-22)** [379-22](#)

Attachments:     [Ordinance - Zoning Reclassification 1750 W Patterson Rd Z-5-22 1750 Patterson Rd Staff Report Packet](#)  
[Joliet Swift Site Plan 060722](#)  
[Plan Commission minutes 061622](#)  
[Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Ordinance Amending Chapter 31 of the Code of Ordinances in Regards to Water & Sewer Rates - 2022** [380-22](#)

Attachments:     [2022-07 Water Sewer Rates Ordinance.docx](#)  
[Rate Comparison.pdf](#)  
[Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

### **RESOLUTIONS:**

**Resolution Approving the CDBG FY 2022 Annual Action Plan to the 2020-2024 Consolidated Plan** [382-22](#)

Attachments:     [Resolution](#)  
[CDBG FY22](#)  
[Approver Report](#)

The City Manager gave a brief overview of this Council Memo. In response to Mayor O'Dekirk's request, the City Manager stated Kristi McNichol will give a brief explanation of this item at tomorrow's Council Meeting.

**Resolution Approving a Memorandum of Understanding between Heritage Corridor Convention and Visitors Bureau and City of Joliet for Two Route 66 Shield Interactive** [383-22](#)

**Monuments**

Attachments:     [Resolution](#)  
                             [MOU RT 66 Monuments](#)  
                             [RT66 Grant FY22](#)  
                             [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

**Resolution Authorizing the Execution of a Memorandum of Understanding between the Heritage Corridor Convention & Visitors Bureau and the City of Joliet for Temporary Grant Funding**

[384-22](#)

Attachments:     [Resolution](#)  
                             [CVBMOU](#)  
                             [22-336003 GA Executed R66 Grant HC CVB](#)  
                             [HCCVB Temp Funding Request](#)  
                             [Approver Report](#)

The City Manager gave a brief overview of this Council Memo.

A brief discussion was held regarding funding for Flock cameras, Council Memo #373-22 - Hickory Creek cleaning project, and Council Memo #374-22 - Emergency Replacement of the HVAC unit at the Police Department.

**CITY MANAGER:****PUBLIC COMMENTS:**

None.

**CLOSED SESSION to discuss the following subjects:**

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Joe 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 Joe Clement, Councilman Cesar Guerrero,  
                             Councilman Larry E. Hug, Councilman Terry Morris,  
                             Councilman Pat Mudron, Councilwoman Jan Quillman and  
                             Councilwoman Sherri Reardon

**Abstain:**             Mayor Robert O'Dekirk

**ADJOURNMENT:**



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

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**File ID:**

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 12/30/2021

**Department:** City Clerk/Business  
Services

**Final Action:**

<b>Title:</b>
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**Agenda Date:** 08/02/2022

**Agenda Number:**

**Attachments:** Pre-Council Meeting - July 18, 2022.pdf

**Entered by:** jmarsett@joliet.gov



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 385-22

**Agenda Date:** 8/2/2022

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**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**  
Position Vacancies

**BACKGROUND:**

For your consideration is the following position:

**Administration - EMA Coordinator/Training Facility Director (Position Code #NEW):** This vacancy represents an unfilled position from the Fire Department (part-time, derived from Ordinance No. 6707, Sections 9/1-15, Adopted 6/21/77) that has been combined with a new training role. The administration is requesting one (1) EMA Coordinator/Training Facility Director. This position is a skilled coordinator of emergency services during periods of distress and is a facilitator for special projects. Since Joliet is accredited by the State of Illinois, the EMA Coordinator is also responsible for meeting local, State, and Federal requirements in order to continue receiving Federal funding for Emergency Services. The Training Facility Director monitors facility operations and directs the planning, design, and implementation of training programs, assesses, and identifies training needs, maintains a consistent culture regarding training, and manages and directs employee training.

Please note that the EMPG (Emergency Management Performance Grant) will supplement 50-percent of wages of full-time EMA positions. This is garnered through the state via FEMA funding. Since a portion of this role represents a new position, a job description is attached.

**RECOMMENDATION:**

It is recommended the Mayor and City Council authorize the City Manager to fill this position as well as any subsequent vacancies that may occur.

## **POSITION DESCRIPTION**

**Class Title:** E.M.A. Coordinator/Training Facility Director  
**Department:** Administration  
**Reports To:** City Manager  
**Employee Status:** Permanent, Full-Time  
**Established:** 7/12/2022

### **GENERAL PURPOSE**

The Emergency Management Agency (EMA) coordinator / Training Facility director for the City of Joliet is a full-time position, requiring 40 hrs. weekly. In as much as the City of Joliet, has a large contingent of professional emergency workers, the EMA Coordinator functions primarily as a consultant and an advisor to City staff, coordination of emergency services during periods of distress, and as a facilitator for special projects. Since Joliet is accredited by the State of Illinois, the EMA Coordinator is also responsible for meeting local, State, and Federal requirements in order to continue receiving Federal funding for Emergency Services. This position is derived from Ordinance No. 6707, Sections 9/1-15, Adopted 6/21/77.

The Training Facility director monitors facility operations and directs the planning, design, and implementation of training programs. Assess and identify training needs, maintaining a consistent culture regarding training, and manage and direct employee training.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Works with the whole community to collectively understand and assess the needs of the city.  
Conducts threat hazard assessment with internal and community partners.  
Increase overall community hazard awareness and preparedness.  
Support local community agencies through prevention, preparedness, response and recovery.  
Maintains an approved Emergency Operating Plan (EOP).  
Continually updates the EOP.  
Submits the EOP for each biannual review.  
Conducts and/or participates in appropriate drills.  
Submits all required quarterly and annual reports.  
Stays current on all modifications and updates.  
Organizes and conducts training sessions for all administrative and EOC staff to assure NIMS/ICS Compliance. Maintains training logs.  
Interfaces with various professional and civic groups, for either public relations talks and demonstrations or for coordination of efforts in preparation for emergency situations.  
Responsible for special project, such as maintenance and upgrading of the outdoor warning siren system, conducting tornado spotter training classes for Joliet Police or Fire Departments, and mock drills for the EOC staff.  
Maintains a Storm Ready Community status with the National Weather Service.  
Conduct special event planning and development of IAP for events and partners.  
Work with Will County/IEMA to present training and exercises for internal and external partners.  
Provide support to local agencies with external resources.

Oversee employee training;  
Assess business needs and coordinate any program changes with management;  
Monitor industry trends and perform research into training techniques;  
Arrange schedules to allow for the most efficient use of the training facility;  
Oversee facilities and maintenance personnel;  
Ensure safety procedures are followed and conduct site inspections to maintain safety.

### **MINIMUM QUALIFICATIONS**

#### Education and Experience:

Bachelor's Degree from an accredited college or university in business, public administration, communications, or a closely related field. Any equivalent combination of experience and training which provides the required knowledge, skills and abilities will be considered.

#### Necessary Knowledge, Skills and Abilities:

The EMA Coordinator shall be aware of and familiar with all Mutual Aid Agreements affecting his/her jurisdiction.

Comprehensive and broad knowledge of the modern principles, practices and equipment used in the emergency management.

Ability to maintain discipline and the respect of employees, to lead and command employees effectively, and to instruct employees in proper work methods and techniques.

Ability to plan, assign and coordinate activities performed by a large group of employees.

Physical skills necessary to perform the duties of the position.

Ability to establish and maintain effective working relationships with employees, City, County and State Officials.

The ability to communicate effectively, both orally and in writing.

Good judgment, thoroughness, and dependability.

Any equivalent combination of experience and training which provides the required knowledge, skill and ability.

Obtain and maintain all necessary accreditations for the above listed duties.

Basic principles of training and the employee development process;

Ability to build trust and establish strong working relationships;

Strong computer skills including working knowledge of the Microsoft office suite;

Ability to prepare effective PowerPoint presentations, spreadsheets, and written reports;

Familiarity with marketing strategies including social media;

Strong analytical skills to effectively evaluate options and alternatives, and find creative solutions to problems;

Ability to plan, coordinate, prioritize and manage multiple projects;

Ability to present ideas and proposals clearly and persuasively, orally and in writing; negotiate resolutions or problems or conflicts;

Ability to prepare clear, concise and comprehensive technical and policy documents, reports, correspondence and other written materials;

Ability to perform duties and responsibilities in a manner that reflects sound judgment and is in conformance with high ethical standards and integrity.

### **SPECIAL REQUIREMENTS**

Must possess or obtain a valid State of Illinois motor vehicle operator's license.

### **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing and related software; motor vehicle; phone and any other tools of the trade that may come into common use or necessary to perform needed tasks.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in an office setting. While performing the duties of this job, the employee is frequently required to talk, hear and use hands to finger, handle or feel objects, tools, or controls and to reach with hands and arms, bend, stoop, kneel, crouch, crawl, lift, sit and stand.

The employee must lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in an office environment and rarely works in outside weather conditions. The work is generally performed in an office environment and includes occasional site visits to businesses. The noise level in the work environment is usually quiet, except for office equipment background noises, subject to potential interruptions by telephone callers and walk-in visitors. Potential evening and weekend work hours to meet deadlines; may travel to various City locations to participate in presentations and meetings.



## **SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 385-22**

**File ID:** 385-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/20/2022

**Department:**

**Final Action:**

**Title:** Position Vacancies

**Agenda Date:** 08/02/2022

**Attachments:** #NEW ESDA Coordinator-Training Facility Director -  
2022-06-08

**Entered by:** kwalsh@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/26/2022	Kathy Franson	Approve	7/28/2022
1	2	7/26/2022	Greg Blaskey	Approve	7/28/2022
1	3	7/27/2022	James V. Capparelli	Approve	7/28/2022



## Memo

**File #:** 386-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Award of Contract Renewal of the Community Notification System from 7/31/2022 - 7/30/2023 to Will County 9-1-1 System in the amount of \$31,125.00

**BACKGROUND:**

As part of the City of Joliet's 2014 Strategic Plan to better communicate with the citizens of Joliet, staff interviewed the manufacturers of three different community notification systems and selected Everbridge / Federal Signal as the provider that would best meet the City of Joliet's needs. Council Memo No. 398-15 provides more detail on this vendor selection process. The Everbridge system has been fully operational for approximately 7 years, and all city departments that would utilize the system have had training on how to initiate a message. A standard operating procedure (SOP) has also been put together outlining when and how the system will be used. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

The Everbridge / Federal Signal system is also used by Will County for community alerting. Both the County and City of Joliet have been attempting to get additional Will County communities to become users of the system, in order to reach more citizens. The City of Joliet continues to promote the system and invites residents to sign up for notifications, either by email, phone, or text message. Everbridge provided a quote in the amount of \$31,125.00 to extend our service contract one year through 7/30/2023.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications under certain circumstances. Three (3) of these circumstances apply:

- (a) Purchases which may only be practicably made from a single source;
- (c) Purchases of equipment which, by reason of training of city personnel or an inventory of replacement parts maintained by the city, are compatible with the existing equipment owned by the city;
- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council.

Sufficient funds are available for this purchase in Fire Department (Org 22070020, Object 536102, \$10,375.00), Police Department (Org 06001000, Object 536102, \$10,375.00), and Public Utilities

(Org 50080014, Object 523400, \$10,375.00).

**RECOMMENDATION:**

Based on the above information, the Administration recommends that the Mayor and City Council approve the one-year renewal of Everbridge / Federal Signal Community Notification System for \$31,125.00.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 386-22**

**File ID:** 386-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Utilities

**Final Action:**

**Title:** Award of Contract Renewal of the Community Notification System from  
7/31/2022 - 7/30/2023 to Will County 9-1-1 System in the amount of  
\$31,125.00

**Agenda Date:** 08/02/2022

**Entered by:** agrooms@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/21/2022	Allison Swisher	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/25/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 387-22

**Agenda Date:** 8/2/2022

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Award of Contract to Heartland Business Systems for VMware Licensing in the amount of \$86,544.80

**BACKGROUND:**

City of Joliet uses VMware software to manage our virtual server infrastructure. The use of VMware allows the City to forgo the use of physical servers and use virtual servers at a fraction of the cost. The City is currently using VMware to manage more than eighty virtual servers essential to daily operations. The City's continued use of VMware software is strategic and essential.

**CONCLUSION:**

The City of Joliet uses VMware software as a strategic platform for staff productivity. Its availability to the IT Departments System Administrators is essential to their productivity and necessary for the success of major and minor projects and continued daily operations.

In accordance with section 2-438 of the City of Joliet Code of Ordinances which states that purchases over \$25,000.00 may be awarded without written specifications or bidding under certain circumstances. Three of these circumstances apply:

1. (a) Purchases which may only be practicably made from a single source;
2. (f) Purchases when authorized by a concurring vote of two-thirds ( $\frac{2}{3}$ ) of the mayor and city council;
3. (g) Purchases of professional services.

Sufficient funds exist utilizing the IT Contractual Services Budget (Org 04001000, Obj 5242000, \$86,544.80)

**RECOMMENDATION:**

It is recommended that the Mayor and City Council approve the Award of Contract to Heartland Business Systems for VMware licensing in the total amount of \$86,544.80.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 387-22**

**File ID:** 387-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/22/2022

**Department:** Information Technology

**Final Action:**

**Title:** Award of Contract to Heartland Business Systems for VMware Licensing in the amount of \$86,544.80

**Agenda Date:** 08/02/2022

**Agenda Number:**

**Entered by:** csternal@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	7/26/2022	Christopher Sternal	Approve	7/28/2022
2	2	7/26/2022	Dawn Kochan	Approve	7/28/2022
2	3	7/26/2022	James Ghedotte	Approve	7/28/2022
2	4	7/26/2022	Sabrina Spano	Approve	7/28/2022
2	5	7/27/2022	James V. Capparelli	Approve	7/28/2022



## Memo

**File #:** 388-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Professional Services Agreement for the 2022 Pre-Treatment Program Assistance to Baxter & Woodman Inc. in the amount of \$110,000.00

**BACKGROUND:**

The City's NPDES (discharge) permits for the Westside, Eastside, and Aux Sable Wastewater Plants include special conditions that require the City of Joliet to comply with USEPA Pre-treatment Standards.

Since the inception of the program the City has relied on consultants to assist the Plant Operations staff with various tasks best suited for a specialized engineer. The day-to-day management of the program is handled with City staff. For the last eight years the City has contracted Baxter & Woodman Inc. to help with these tasks. Baxter & Woodman Inc. has an entire department dedicated to pretreatment, which allows them to be on the forefront of the regulation. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

Baxter & Woodman Inc. has provided a proposal in an amount not-to-exceed \$110,000.00, which represents the cost to assist with implementing the Enforcement Response Plan, updating user permits, and providing general assistance on an as needed basis.

Section 2-438 of the City of Joliet Code of Ordinance states that purchases over twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications under certain circumstances. Two of these circumstances apply:

- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;
- (g) Purchases of professional services.

Funds will be charged to the Water & Sewer Operations Fund / Plant Ops Administration / Professional Services (Org 50080310, Object 523300, \$110,000.00).

**RECOMMENDATION:**

Based on the above, the Administration recommends that the Mayor and City Council approve the Professional Services Agreement for Pre-treatment program assistance, in an amount not to exceed



\$110,000.00, on behalf of Baxter & Woodman Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 388-22**

**File ID:** 388-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Utilities

**Final Action:**

**Title:** Professional Services Agreement for the 2022 Pre-Treatment Program  
Assistance to Baxter & Woodman Inc. in the amount of \$110,000.00

**Agenda Date:** 08/02/2022

**Entered by:** agrooms@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/21/2022	Allison Swisher	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/25/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 389-22

**Agenda Date:** 8/2/2022

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Professional Services Agreement for the 2023 Sanitary Sewer Rehabilitation Program to RJN Group Inc. in the amount of \$74,990.00

**BACKGROUND:**

In 2017 the City began a comprehensive Sewer Rehabilitation Program to restore the structural integrity of the sewer system, reduce inflow and infiltration, and reduce basement back-ups and sanitary sewer overflows. Year seven of the program will be completed in 2023 and includes the sanitary sewer rehabilitation in the Bridal Wreath Acres neighborhood. The sewer rehabilitation recommended for this neighborhood includes cured-in-place pipelining, manhole rehabilitation, sewer grouting, and T-liner service rehabilitation. Bridal Wreath Acres was selected as a priority area for rehabilitation due to the high peak flows observed during the 2020 Westside flow monitoring project and because the area is known to have basement backups after significant rain events. This project is part of the City's continuing efforts to remove clear water from the sanitary sewer system and improve the structural integrity of the City's underground infrastructure.

In 2021, the City prepared a request for qualifications for the sewer rehabilitation program. Three (3) proposals were received, and three (3) firms were interviewed. Upon review of the qualifications, RJN Group Inc. was selected as the most qualified firm to manage the City's sanitary sewer investigations and rehabilitation program. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

RJN Group Inc. has provided a proposal to complete the design for the 2023 Sanitary Sewer Rehabilitation Program in an amount not-to-exceed \$74,990.00. The design scope of work includes engineering design, preparing bid documents, and bidding assistance.

Section 2-438 of the City of Joliet Code of Ordinance states that purchases over twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications under certain circumstances. Two (2) of these circumstances apply:

(f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;

(g) Purchases of professional services.

Funds will be charged to the Water & Sewer Improvement Fund / Sewer Collection / Professional

Services (Org 50180020, Object 557200, \$74,990).

**RECOMMENDATION:**

Based on the above, the Administration recommends that the Mayor and City Council approve the Professional Services Agreement for the 2023 Sanitary Sewer Rehabilitation Program, in the amount of \$74,990.00, on behalf of RJN Group Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 389-22**

**File ID:** 389-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Utilities

**Final Action:**

**Title:** Professional Services Agreement for the 2023 Sanitary Sewer Rehabilitation Program to RJN Group Inc. in the amount of \$74,990.00

**Agenda Date:** 08/02/2022

**Entered by:** agrooms@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/21/2022	Allison Swisher	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/25/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



## Memo

**File #:** 390-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Amendment No. 1 for the 2022 Sanitary Sewer Investigation and Rehabilitation Program Professional Service Agreement to RJN Group Inc. in the amount of \$39,285.00

**BACKGROUND:**

On March 15, 2022, the City Council approved a Contract with RJN Group Inc. for the 2022 Sanitary Sewer Investigations and Rehabilitation Program for a not to exceed amount of \$539,150.00. Additional sanitary sewer investigation work is needed to reach the goals of the City's sewer rehabilitation program that was not foreseen at the time of the contract. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

RJN Group Inc. has provided a proposal to complete the following tasks:

- Additional flow monitoring work near CSO 004. This work is needed to support the City's ongoing efforts on its Long-Term Control Plan to reduce the frequency of combined sewer overflows as required by IEPA.
- Installation and maintenance of one additional meter on the Aux Sable East flow monitoring project. An additional meter is needed to flow monitor an overflow line from the Aux Sable West Basin.
- Televising review for the 2023 watermain replacement program locations. Reviewing the sewer televising ahead of the watermain replacement program will help prevent additional excavations on the same street in future years.

Amendment No. 1, for an amount not to exceed \$39,285.00, represents the cost of completing this additional work. Funds will be charged to the Water & Sewer Improvement Fund / Professional Services (Org 50180020, Object 557200, Project 22016, \$6,375.00); Water & Sewer Improvement Fund / Professional Services (Org 50180020, Object 557200, Project 16036, \$12,360.00); Water & Sewer Improvement Fund / Professional Services (Org 50180020, Object 557200, Project 22020, \$20,550.00).

**RECOMMENDATION:**

Based on the above, the Administration recommends that the Mayor and City Council approve Amendment No. 1 to the Professional Services Agreement for the 2022 Sewer Investigations and Rehabilitation Program, in the amount of \$39,285.00, on behalf of RJN Group Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 390-22**

**File ID:** 390-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Utilities

**Final Action:**

**Title:** Amendment No. 1 for the 2022 Sanitary Sewer Investigation and Rehabilitation Program Professional Service Agreement to RJN Group Inc. in the amount of \$39,285.00

**Agenda Date:** 08/02/2022

**Entered by:** odean@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/21/2022	Allison Swisher	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/25/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



## Memo

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**File #:** 391-22

**Agenda Date:** 8/2/2022

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Change Order No. 2 in the amount of \$35,825.97 for the 2020 Electrical Maintenance Assistance Contract to Van-Mack Electric Inc. and Payment Request No. 12 and Final in the amount of \$70,032.93

**BACKGROUND:**

On August 4, 2020, the Mayor and City Council awarded a Price Agreement for the 2020 Electrical Maintenance Assistance Contract, in the amount of \$150,000.00, to Van-Mack Electric Inc. Subsequently, the Mayor and City Council approved Change Order No. 1 in the amount of \$5,514.86. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

Change Order No. 2, a net addition in the amount of \$35,825.97, is the result of a traffic signal mast arm knockdown at the intersection of Ottawa Street (IL Route 53) and Clinton Street.

Sufficient funds exist utilizing the Public Works Electrical Fund / Supplies - Equip Parts (Org 09028000, Object 536104, \$35,825.97).

Also, please process Payment Request No. 12 and Final, in the amount of \$70,032.93, on behalf of Van-Mack Electric Inc.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council take the following actions:

1. Approve Change Order No. 2, a net addition in the amount of \$35,825.97, to the 2020 Electrical Maintenance Assistance Contract.
2. Approve Payment Request No. 12 and Final, in the amount of \$70,032.93, on behalf of Van-Mack Electric Inc.





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 391-22**

**File ID:** 391-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Works

**Final Action:**

**Title:** Change Order No. 2 in the amount of \$35,825.97 for the 2020 Electrical Maintenance Assistance Contract to Van-Mack Electric Inc. and Payment Request No. 12 and Final in the amount of \$70,032.93

**Agenda Date:** 08/02/2022

**Entered by:** agrooms@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/22/2022	Greg Ruddy	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/26/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



## Memo

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**File #:** 392-22

**Agenda Date:** 8/2/2022

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Change Order No. 7 in the amount of (\$699,403.03) and Final Payout in the amount of \$765,710.58 for the 2020 Sanitary Sewer Rehabilitation Program to Performance Pipelining Inc.

**BACKGROUND:**

On January 7, 2020, the Mayor and City Council awarded a Contract for the 2020 Sanitary Sewer Rehabilitation Program, in the amount of \$7,870,480.96, to Performance Pipelining Inc. Subsequently, the Mayor and City Council have approved Change Orders No. 1 - 6 for a total amount of (\$1,245.07). The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

Change Order No. 7, a net decrease in the amount of (\$699,403.03), is for the following work:

- Schwalm robot mainline wrap cutting to complete lateral lining work
- Lateral liner cutting from an exterior cleanout to prevent an excavation repair on private property.
- Balancing of quantities for the final payout.

Funds will be credited to the Water & Sewer Improvement Fund / IEPA Loan / Construction (Org 51680000, Object 557200, (\$699,403.03)).

The Contractor has also requested a 39-day extension for final completion, due to difficulties coordinating the punchlist work with homeowners. City staff recommends the 39-day extension of final completion, which will allow time for the contractor to coordinate the remaining punch list items with the homeowners. Change Order No. 7 will extend the contract by 39 days. The revised final completion date is July 12, 2022.

In addition, Payment No. 18 and Final, in the amount of \$765,710.58, is presented for approval on behalf of Performance Pipelining Inc.

**RECOMMENDATION:**

Based on the above, the Administration recommends that the Mayor and City Council take the following actions:

1. Approve Change Order No. 7, a net deduction in the amount of (\$699,403.03) and grant a 39-

day extension on final completion for the 2020 Sanitary Sewer Rehabilitation Program, on behalf of Performance Pipelining Inc.

2. Approve Payment No. 18 and Final, in the amount of \$765,710.58, on behalf of Performance Pipelining Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 392-22**

**File ID:** 392-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Utilities

**Final Action:**

**Title:** Change Order No. 7 in the amount of (\$699,403.03) and Final Payout in the amount of \$765,710.58 for the 2020 Sanitary Sewer Rehabilitation Program to Performance Pipelining Inc.

**Agenda Date:** 08/02/2022

**Entered by:** agrooms@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/21/2022	Allison Swisher	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/25/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

---

**File #:** 393-22

**Agenda Date:** 8/2/2022

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Change Order No. 1 in the amount of (\$690.00) and Final Payout in the amount of \$4,154.00 for the Fairmont and Garvin Sanitary Improvement Project to Performance Construction and Engineering

**BACKGROUND:**

On March 1, 2022, the Mayor and City Council awarded a Contract for the Fairmont and Garvin Sanitary Improvement Project, in the amount of \$42,230.00, to Performance Construction and Engineering. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

Change Order No. 1, a net decrease in the amount of (\$690.00) is for the following work:

- Balancing of quantities for final payout.

Funds will be credited to the Water and Sewer Improvement Fund (Org 50180020, Object 557200, (\$690.00).

In addition, Payment No. 2 and Final, in the amount of \$4,154.00, is presented for approval on behalf of Performance Construction and Engineering.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council take the following actions:

1. Approve Change Order No. 1, a net deduction in the amount of (\$690.00), for the Fairmont and Garvin Sanitary Improvement Project on behalf of Performance Construction and Engineering.
2. Approve Payment No. 2 and Final, in the amount of \$4,154.00, on behalf of Performance Construction and Engineering.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 393-22**

**File ID:** 393-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Utilities

**Final Action:**

**Title:** Change Order No. 1 in the amount of (\$690.00) and Final Payout in the amount of \$4,154.00 for the Fairmont and Garvin Sanitary Improvement Project to Performance Construction and Engineering

**Agenda Date:** 08/02/2022

**Entered by:** odean@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/21/2022	Allison Swisher	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/25/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 394-22

**Agenda Date:** 8/2/2022

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Change Order No. 1 in the amount of \$47,000 for Managed Print Services to Martin Whalen Office Solutions

**BACKGROUND:**

The City currently uses a fleet of about 180 print output devices throughout the organization in all departments. Beginning in 2013, the City established an enterprise-wide management program called the Managed Print Services program with COTG/Martin Whalen Office Solutions to maintain and support all print output devices and to supply ink and toner replenishment for the fleet. The Mayor and City Council previously approved the managed print services contract at the January 19<sup>th</sup>, 2021, City Council Meeting in the amount of \$144,000.

**CONCLUSION:**

To satisfy the growing demand for managed print services within the city and resolve technology problems as they occur, management recommends continued use of managed print services. Managed print services offer the most flexible way to scale support resources up or down to the varying demands of the city.

At this time, IT is requesting the current allocation for Managed print services be increased by \$47,000 in purchase order 22000007.

Sufficient funds exist utilizing the IT Printing Budget (Org 04013000, Object 525500, \$47,000.00).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve a change order to purchase order 22000007 in the amount of \$47,000.00.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 394-22**

**File ID:** 394-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/22/2022

**Department:** Information Technology

**Final Action:**

**Title:** Change Order No. 1 in the amount of \$47,000 for Managed Print Services to Martin Whalen Office Solutions

**Agenda Date:** 08/02/2022

**Agenda Number:**

**Entered by:** csternal@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	7/26/2022	Christopher Sternal	Approve	7/28/2022
2	2	7/26/2022	Dawn Kochan	Approve	7/28/2022
2	3	7/26/2022	James Ghedotte	Approve	7/28/2022
2	4	7/26/2022	Sabrina Spano	Approve	7/28/2022
2	5	7/27/2022	James V. Capparelli	Approve	7/28/2022





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 395-22

**Agenda Date:** 8/2/2022

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**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Approve Payment of the 2022 Wastewater Discharge NPDES Permit Fees to the Illinois Environmental Protection Agency in the amount of \$152,500.00

**BACKGROUND:**

Illinois law requires National Pollution Discharge Elimination System (NPDES) permit holders to pay an annual fee for the privilege of operating under the permit. The fee was first imposed in 2003 and has been payable on an annual basis since then.

At the present time, the City of Joliet has three NPDES permits that are required for the discharge of wastewater and are subject to these fees. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

The fee for the NPDES permit for the Westside Wastewater Treatment Plant is \$50,000.00. The fee for the NPDES permit for the Eastside Wastewater Treatment Plant is \$72,500.00 which includes a fee of \$50,000.00 for the Eastside Wastewater Treatment Plant, a fee of \$20,000.00 for the Combined Sewer Overflow and a \$2,500.00 Sludge Generators fee. The \$2,500.00 fee for the sludge disposal program covers the disposal of sludge material from all three plants. The fee for the Aux Sable Creek Basin Wastewater Plant is \$30,000.00. The total sum for all NPDES permit fees is \$152,500.00.

Funds will be charged to the Water / Sewer Operating Fund / Memberships and Dues ESTP (Org 50080802, Object 518001, \$72,500.00); WSTP (Org 50080803, Object 518001, \$50,000.00), Aux Sable (Org 50080804, Object 518001, \$30,000.00).

**RECOMMENDATION:**

Based on the above, the Administration recommends that the Mayor and City Council approve payment for NPDES permit fees, in the amount of \$152,500.00, on behalf of the Illinois EPA.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 395-22**

**File ID:** 395-22

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Utilities

**Final Action:**

**Title:** Approve Payment of the 2022 Wastewater Discharge NPDES Permit Fees  
to the Illinois Environmental Protection Agency in the amount of \$152,500.00

**Agenda Date:** 08/02/2022

**Entered by:** agrooms@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/21/2022	Allison Swisher	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/25/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/22/2022	James V. Capparelli	Approve	7/26/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 397-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Award of Contract for the 2022 Roadways Resurfacing East - Contract C to Austin Tyler Construction Inc. in the amount of \$2,523,297.72

**BACKGROUND:**

The Mayor and City Council previously approved the 2022 City of Joliet Budget. The 2022 Roadways Resurfacing East - Contract C is a part of this budget. The project was advertised on Thursday, June 23, 2022. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

On July 7, 2022, at 10:00 A.M., four (4) sealed bids were received for the 2022 Roadways Resurfacing East - Contract C. The bid summary is as follows:

**CONTRACTOR**

**BID AMOUNT**

Austin Tyler Construction Inc.

\$2,523,297.72

Gallagher Asphalt and Materials

\$2,646,549.80

P.T. Ferro Construction Co

\$2,676,131.25

D Construction Inc.

\$3,408,891.06

Engineer's Estimate

\$3,024,211.25

The low bid by Austin Tyler Construction Inc., in the amount of \$2,523,297.72, is 16.56% below the engineer's estimate. Sufficient funds exist utilizing the Capital Improvement Fund (Org 30090270, Object, 557500, \$2,523,297.72).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council award the 2022 Roadways Resurfacing East - Contract C, in the amount of \$2,523,297.72, on behalf of Austin Tyler Construction Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 397-22**

**File ID:** 397-22

**Type:** Agenda Item

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Works

**Final Action:**

**Title:** Award of Contract for the 2022 Roadways Resurfacing East - Contract C to Austin Tyler Construction Inc. in the amount of \$2,523,297.72

**Agenda Date:** 08/02/2022

**Entered by:** jnordman@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/22/2022	Greg Ruddy	Approve	7/25/2022
1	2	7/26/2022	Dawn Kochan	Approve	7/26/2022
1	3	7/26/2022	James Ghedotte	Approve	7/28/2022
1	4	7/26/2022	Sabrina Spano	Approve	7/28/2022
1	5	7/27/2022	James V. Capparelli	Approve	7/28/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 398-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Award of Contract for the 2022 Roadways Resurfacing West - Contract D to Austin Tyler Construction in the amount of \$2,480,853.73

**BACKGROUND:**

The Mayor and City Council previously approved the 2022 City of Joliet Budget. The 2022 Roadways Resurfacing West - Contract D is a part of this budget. The project was advertised on Thursday, June 23, 2022. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

On July 13, 2022, at 10:00 A.M., four (4) sealed bids were received for the 2022 Roadways Resurfacing West - Contract D. The bid summary is as follows:

**CONTRACTOR**

**BID AMOUNT**

Austin Tyler Construction Inc.

\$2,480,853.73

Gallagher Asphalt & Materials

\$2,648,078.81

P.T. Ferro Construction Co.

\$3,014,431.10

D Construction Inc.

\$3,252,463.58

Engineer's Estimate

\$2,931,793.75

The low bid by Austin Tyler Construction Inc., in the amount of \$2,480,853.73, is 15.38% below the engineer's estimate. Sufficient funds exist utilizing the Capital Improvement Fund (Org 30090270, Object: 557500, \$2,480,853.73).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council award the 2022 Roadways Resurfacing West - Contract D, in the amount of \$2,480,853.73, on behalf of Austin Tyler Construction Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 398-22**

**File ID:** 398-22

**Type:** Agenda Item

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Works

**Final Action:**

**Title:** Award of Contract for the 2022 Roadways Resurfacing West - Contract D to Austin Tyler Construction in the amount of \$2,480,853.73

**Agenda Date:** 08/02/2022

**Entered by:** jnordman@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/22/2022	Greg Ruddy	Approve	7/25/2022
1	3	7/27/2022	Kevin Sing	Delegated	
1	4	7/27/2022	Dawn Kochan	Approve	7/29/2022
1	5	7/27/2022	James Ghedotte	Approve	7/29/2022
1	6	7/27/2022	Sabrina Spano	Approve	7/29/2022
1	7	7/27/2022	James V. Capparelli	Approve	7/29/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 399-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Award of Contract for the 2022 Roadway Arterial Resurfacing Contract - MFT Sect. No. 22-00552-00-RS to P.T. Ferro Construction Co. in the amount of \$2,340,535.07

**BACKGROUND:**

The 2022 Arterial Roadway Resurfacing Contract includes work on various streets throughout the City and is funded by Motor Fuel Tax Funds. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

On July 12, 2022, at 10:00 A.M., four (4) sealed bids were received for the 2022 Arterial Roadway Resurfacing Contract. The bid summary is as follows:

**CONTRACTOR**

**BID AMOUNT**

P.T Ferro Construction Co.

\$2,340,535.07

Austin Tyler Construction Inc.

\$2,385,941.28

Gallagher Asphalt and Materials

\$2,648,079.28

D Construction Inc.

\$2,707,683.92

Engineer's Estimate (Corrected)

\$2,714,349.00

The low bid by P.T. Ferro Construction Co., in the amount of \$2,340,535.07, is 13.77% below the engineer's estimate. (The Engineer's Estimate as read at the bid opening has been corrected.) Sufficient funds exist utilizing the Motor Fuel Tax Funds / Infrastructure (Org 20090270, Object: 557200, \$2,340,535.07).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council award the 2022 Arterial Roadway Resurfacing Contract, in the amount of \$2,340,535.07, on behalf of P.T. Ferro Construction Co.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 399-22**

**File ID:** 399-22

**Type:** Agenda Item

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Works

**Final Action:**

**Title:** Award of Contract for the 2022 Roadway Arterial Resurfacing Contract - MFT  
Sect. No. 22-00552-00-RS to P.T. Ferro Construction Co. in the amount of  
\$2,340,535.07

**Agenda Date:** 08/02/2022

**Entered by:** jnordman@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/22/2022	Greg Ruddy	Approve	7/25/2022
1	2	7/22/2022	Dawn Kochan	Approve	7/26/2022
1	3	7/22/2022	James Ghedotte	Approve	7/26/2022
1	4	7/26/2022	Sabrina Spano	Approve	7/26/2022
1	5	7/27/2022	James V. Capparelli	Approve	7/28/2022





## Memo

**File #:** 401-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Ordinance Approving a Special Use Permit to Allow a B-3 (General Business) Use (Pole Vault Training Facility) in an I-2 (General Industrial) Zoning District (ZBA 2022-40)

**BACKGROUND:**

The petitioner, Jake Winder of RISE Pole Vault, is seeking approval of a Special Use Permit to allow a pole vault training facility, a B-3 (General Business) use, in an I-2 (General Industrial) district. RISE Pole Vault mainly serves high school and college level athletes. The training center is currently located in Shorewood but the location does not have enough room to allow a full approach to the vaulting bar and pit. The petitioner would like to relocate to the space at 560A Joyce Road in Joliet because it is large enough to accommodate a full approach as well as other training equipment, and thus allow for a higher quality operation.

The site in question contains two warehouse buildings and is zoned I-2 (General Industrial). The petitioner's request is for an 18,750 square foot tenant space in the larger warehouse, which currently has five other tenants: TEAM Industrial Services, Container Service Group, Bravo Inc, UNO Volleyball, and Logoplaste Joliet Inc. The smaller warehouse is occupied by Ameriplaste, Inc. The property was reclassified from B-3 (General Business) to I-2 (General Industrial) in 1986 because of a proposal for a soy processing plant at the site, which was never built. The existing warehouses were built in 1998. In August 2016, the City Council approved a Special Use Permit to allow a volleyball club (UNO Volleyball), a B-3 use, in another tenant space in the larger warehouse. Per the Zoning Ordinance, B-3 uses are allowed as special uses in the I-2 zoning district if they are not "adversely affected by their location within industrial districts" and when the proposed use does not interfere with "the orderly and economic development of the remaining portions of the industrial district."

The training center operates in the afternoons and evenings, from around 3:00 p.m. to 8:30 p.m., and occasionally on weekends. The center generally runs two classes at a time of approximately 6 to 9 people each, with one coach per 9 athletes. The proposed tenant space has enough parking in front to accommodate the users of the facility, and the site also has additional parking located along the west, north, and east sides of the warehouse building. Employees of RISE may park in the overflow parking to leave the spaces out front available for the athletes.

**ZONING BOARD OF APPEALS PUBLIC HEARING:**

The Zoning Board of Appeals held a public hearing on this matter on July 21, 2022. Jake Winder of RISE Pole Vault, petitioner, represented the petition. No one appeared or submitted comments in opposition to the petition. Meeting minutes are attached.

**RECOMMENDATION OF THE ZONING BOARD OF APPEALS:**

Jim Riggs moved that the Zoning Board of Appeals recommend approval of the Special Use Permit request to allow a B-3 (General Business) use (pole vault training facility) in an I-2 (General Industrial) zoning district at 560A Joyce Road, subject to the following conditions:

1. Should the property be declared a public nuisance, it shall be subject to a rehearing and a possible revocation of the Special Use Permit; and
2. That the business shall be registered with the City Clerk's Office.

Colette Safford seconded the motion, which passed with five (5) aye votes. Voting aye were: Hennessy, Alessio, Riggs, Safford, and McShane.

**RECOMMENDATION:**

The Administration concurs with the recommendation of the Zoning Board of Appeals and recommends the Mayor and City Council adopt an Ordinance approving the Special Use Permit to allow a B-3 (General Business) use (pole vault training facility) in an I-2 (General Industrial) zoning district at 560A Joyce Road, subject to the same conditions approved by the Zoning Board of Appeals above.

**ORDINANCE NO.**  
**AN ORDINANCE GRANTING A SPECIAL USE PERMIT**  
**(560A Joyce Road)**

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

**SECTION 1:** A Special Use Permit is hereby authorized pursuant to Section 47-5.2(a) of the Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, to allow the specific use identified in Exhibit A on the real property described in Exhibit A and subject to the conditions set forth in Exhibit A. The Special Use Permit is authorized subject to the terms and conditions of all applicable federal, state, and local laws, ordinances, and regulations. The zoning classification of the subject property for which this Special Use Permit is authorized remains the same and is not changed in any way by the passage of this Ordinance. This Ordinance shall be strictly construed to prohibit any use not specifically authorized herein or otherwise allowed by the Zoning Ordinance of the City of Joliet. Noncompliance with the mandatory conditions set forth in this Ordinance shall subject the Special Use to repeal. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

**SECTION 2:** The findings of fact and recommendation of the Zoning Board of Appeals on the granting of this Special Use are hereby adopted and made a part of this Ordinance (unless the Zoning Board of Appeals has recommended against the approval of the Special Use, in which case this Ordinance has been passed by a favorable vote of at least two-thirds of the members of the City Council then holding Office).

**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 \_\_\_\_\_, 2022

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_

PIN: 30-07-18-301-007-0000  
ADDRESS: 560A Joyce Road  
ZBA APPROVED: Yes  
PETITION #: 2022-40

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432  
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

## **EXHIBIT A**

**SPECIAL USE PERMIT FOR:** 560A Joyce Road

**1. LEGAL DESCRIPTION OF PROPERTY:**

LOT 17 IN OAK LEAF CENTER UNIT 5, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1990, AS DOCUMENT NO. R90-56704, IN WILL COUNTY ILLINOIS.

**2. SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

A Special Use Permit to allow a B-3 (General Business) use (pole vault training facility) in an I-2 (General Industrial) zoning district.

**3. MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

1. Should the property be declared a public nuisance, it shall be subject to a rehearing and a possible revocation of the Special Use Permit; and
2. That the business shall be registered with the City Clerk's Office.

## **STAFF REPORT**

**DATE:** July 11, 2022  
**TO:** Zoning Board of Appeals  
**FROM:** Planning Staff  
**RE:** Petition Number: 2022-40  
Applicant: Jake Winder  
Status of Applicant: Business Owner  
Property Owner: Arizona Investors  
Location: 560A Joyce Road  
Request: Special Use Permit to allow a B-3 (General Business) use (pole vault training facility) in an I-2 (General Industrial) zoning district

---

### **Purpose**

The applicant is requesting a Special Use Permit to allow a pole vault training facility, a B-3 (General Business) use, in an I-2 (General Industrial) zoning district. Per the City of Joliet Zoning Ordinance, B-3 uses may be allowed as special uses in the I-2 district when authorized by two-thirds majority vote of the City Council, with the advice of the Zoning Board of Appeals in accordance with Section 47-5.2(C).

### **Site Specific Information**

The site in question is approximately 11.2 acres and contains two warehouse buildings and a retention pond. The special use request is for an 18,750 square foot tenant space in the larger warehouse building, which is approximately 250' x 650' (162,500 square feet). This building has five other current tenants: TEAM Industrial Services, Container Service Group, Bravo Inc, UNO Volleyball, and Logoplaste Joliet Inc. The smaller warehouse is 300' x 100' (30,000 square feet) and is occupied by Ameriplate, Inc.

In 1986, along with the approval of the preliminary plat for the overall commercial and industrial subdivision, this site was reclassified from B-3 (General Business) to I-2 (General Industrial) zoning because of a proposal for a soy processing plant, which was never built. The existing warehouses were built in 1998. In August 2016, the City Council approved a Special Use Permit to allow a volleyball club (UNO Volleyball), a B-3 use, in another tenant space in the larger warehouse.

### **Surrounding Zoning, Land Use and Character**

The property is located in the Oak Leaf Center subdivision, which contains a mix of light industrial and commercial uses. The Cornerstone Services administrative offices and

services center are located across the street on Joyce Road. The zoning and land use for the adjacent properties are as follows:

- North: I-1 (Light Industrial), commercial / industrial
- South: I-80; Village of Rockdale I-1 (Heavy Commercial / Light Industry), industrial
- East: I-1, commercial / industrial
- West: I-1 and I-2, commercial

### **Applicable Regulations**

- Section 47-14.3 (D) Prohibited Uses – All Industrial Districts (B-3 Uses)
- Section 47-14.3 (C) Prohibited Uses – All Industrial Districts (Conditions)
- Section 47-5.2 (C) Criteria for issuance of a Special Use Permit  
(refer to attachment)

### **Discussion**

The petitioner, Jake Winder of RISE Pole Vault Training Center, is seeking approval of a Special Use Permit to allow a pole vault training facility, a B-3 (General Business) use, in an I-2 (General Industrial) district. The training center is currently located in Shorewood but the location does not have enough room to allow a full approach to the vaulting bar and pit. The petitioner would like to relocate to the space in Joliet because it is large enough to accommodate a full approach as well as other training equipment, and thus allow for a higher quality operation.

RISE Pole Vault mainly serves high school and college level athletes. The center operates in the afternoons and evenings, from around 3:00 p.m. to 8:30 p.m., and occasionally on weekends. The center generally runs two classes at a time of approximately 6 to 9 people each, with one coach per 9 athletes. The proposed tenant space has enough parking in front to accommodate the users of the facility, and the site also has additional parking located along the west, north, and east sides of the warehouse building. Employees of RISE may park in the overflow parking to leave the spaces out front available for the athletes.

The proposed location for the training facility is within a multi-tenant warehouse that contains both light industrial and commercial uses. In 2016, the City Council approved a special use permit to allow UNO Volleyball, a volleyball club, to be located in another tenant space at this site. Per the Zoning Ordinance, B-3 uses are allowed as special uses in the I-2 zoning district if they are not “adversely affected by their location within industrial districts” and when the proposed use does not interfere with “the orderly and economic development of the remaining portions of the industrial district.”

**Conditions**

If the Zoning Board desires to approve this Special Use Permit to allow a pole vault training facility, a B-3 (General Business) use, in an I-2 (General Industrial) zoning district, the following conditions would be included:

1. Should the property be declared a public nuisance, it shall be subject to a rehearing and a possible revocation of the Special Use Permit; and
2. That the business shall be registered with the City Clerk's Office.

# ZONING BOARD OF APPEALS

## CRITERIA FOR SPECIAL USES

Section 47-5.2 (C) of the Zoning Ordinance states:

*A special use permit shall not be granted unless the applicant establishes by clear and convincing evidence:*

	Does the evidence presented sustain this criteria?	Comments
(1) That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and		
(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and		
(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and		
(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and		
(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and		
(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and		
(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.		



FOR OFFICE USE ONLY

\*\*\*Verified by Planner (please initial):\*\*\*

Payment received from:

Rise Athletic Club  
3700 Squires Mill Rd.  
Joliet, IL 60431

Petition #: 2022-40

Common Address: 5600 A Joyce Rd.

Date filed: 06/14/22

Meeting date requested: 07/21/22

ZONING BOARD OF APPEALS

JOLIET, ILLINOIS

**PETITION FOR SPECIAL USE PERMIT**

City of Joliet Planning Division, 150 W. Jefferson St., First Floor, South Wing, Joliet, IL 60432  
Phone (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH SPECIAL USE IS REQUESTED: 560 A Joyce Rd Joliet, IL 60436

PETITIONER'S NAME: Jake Winder

HOME ADDRESS: 16154 S. Dan O'Connell Dr. Plainfield, IL ZIP CODE: 60586

BUSINESS ADDRESS: 125 Capista Dr. Shorewood, IL ZIP CODE: 60404

PHONE: (Primary) 815-219-1700 (Secondary)

EMAIL ADDRESS: jake@risepolevault.com FAX:

PROPERTY INTEREST OF PETITIONER: Renter

OWNER OF PROPERTY: Arizona Investors

HOME ADDRESS: ZIP CODE:

BUSINESS ADDRESS: 852 Sharp Dr. Unit N, Shorewood, IL ZIP CODE: 60404

EMAIL ADDRESS: jsharp@buildsharp.com FAX:

**Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition.** Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (name, address, phone):

Paul Skubic, 708-205-5128

Tim Fitzgerald, 773-301-5120

OTHER PROJECTS AND/OR DEVELOPMENTS:

Current RISE Pole Vault Training Center - 125 Capista Dr. Shorewood, IL 60404

● PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 30-07-18-301-007-000  
\_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_

*\*\*Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website\*\**

● LEGAL DESCRIPTION OF PROPERTY (attached copy preferred):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

● LOT SIZE: WIDTH: 708 DEPTH: 750 AREA: 531,000 / 12.14 ACRES

● PRESENT USE(S) OF PROPERTY: WAREHOUSING, MANUFACTURING, SPORTS CLUB

PRESENT ZONING OF PROPERTY: I-2

SPECIAL USE REQUESTED: Pole vault training center

This includes the training of pole vaulters in the act of pole vaulting and performance training such as  
weight lifting and sprinting.

The Zoning Board of Appeals is authorized to grant a special use permit provided the applicant establishes by clear and convincing evidence:

- (1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and
- (2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and
- (3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and
- (4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and
- (5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
- (6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and

- (7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How will the establishment, maintenance, or operation of the special use affect the public health, safety, morals, comfort, or general welfare?

Our training center will not have a negative impact on the items mentioned above.

RISE has an incredible reputation in the pole vaulting community, because we have always put our customer's health, safety, and general welfare above all else.

We work hard to make sure that we are doing what is right by the people we serve and the community we are a part of, and this attitude has always served us well.

2. How will the special use impact properties in the immediate area? Properties in the surrounding area will

not be negatively effected by our operation since we operate in "off hours". RISE and our neighbors, UNO Volleyball,

have developed a good working relationship and have made sure we are not interfering with each other's businesses.

We operate very small, high quality classes, so overcrowding will not be an issue.

3. Will the use impede the normal/orderly development/improvement of surrounding property?

This use will not impede the normal/orderly development/improvement of the surrounding area. Instead, we

believe that we will add significant value to the surrounding properties/area. We have always operated

a very professional business and we look forward to adding value to the community.

4. Are adequate utilities, access roads, drainage, and/or other necessary facilities provided?

Yes, this property works very well for our operation and has all the necessary facilities to function properly without causing any disturbances to the surrounding area.

5. Have adequate measures been taken to provide ingress/egress design to minimizc traffic congestion in public streets?

As stated above, we have been in communication with UNO Volleyball to ensure that the traffic patterns

are safe and effective for the surrounding businesses and ourselves.

6. Does the use conform to the applicable land use regulations of the district in which it is located and does it violate any other applicable law, ordinance or regulation?

Yes, the RISE Pole Vault Training Center conforms to the land use regulations. Our operation is well suited for this property and conforms to all regulations.

7. Has at least one (1) year elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites (unless conditions in the area have changed substantially)?

NA

**REQUIRED SUPPORTING ATTACHMENTS**

- ☒ Site plan / concept plan / floor plan / building elevation plan
- ☒ Joliet Ownership Disclosure form
- ☒ Business license application (if applicable)


**NOTARIZATION OF PETITION**

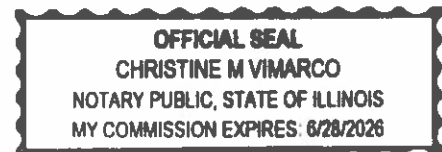
STATE OF ILLINOIS) ss  
COUNTY OF WILL)

I, JAKE WINDER, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

  
Petitioner's Signature

  
Owner's Signature  
(If other than petitioner)

Subscribed and sworn to before me  
this 14th day of June, 2022  




## **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:

540 JOYCE RD, JOLIET, IL

PIN(s): 30-07-18-301-007-0000

### **III. PROPERTY OWNERSHIP**

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

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Individual:</b>                           | State the names, addresses, and phone #'s of the individual owner(s)   |
| <input type="checkbox"/> <b>Corporation:</b>                          | 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                 |
| <input checked="" type="checkbox"/> <b>Limited Liability Company:</b> | State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member   |
| <input checked="" type="checkbox"/> <b>Land Trust:</b>                | State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries  |
| <input checked="" type="checkbox"/> <b>Partnership:</b>               | State the names, addresses, and phone #'s of all partners  |
| <input type="checkbox"/> <b>Other type of organization:</b>           | 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 |

ARIZONA INVESTORS

852 SHARP DR, UNIT N

SHOREWOOD, IL 60404

(815) 741-7000

E-MAIL: JSHARP@BUILDSHARP.COM FAX: (815) 741-3131

#### 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

JAKE WINPSE - 16154 S. DAN O'CONNELL DR  
(100% OWNERSHIP) PLAINFIELD, IL 60586  
815-219-1700

E-MAIL: JAKE@RISSPOLSEVAULT.COM 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.

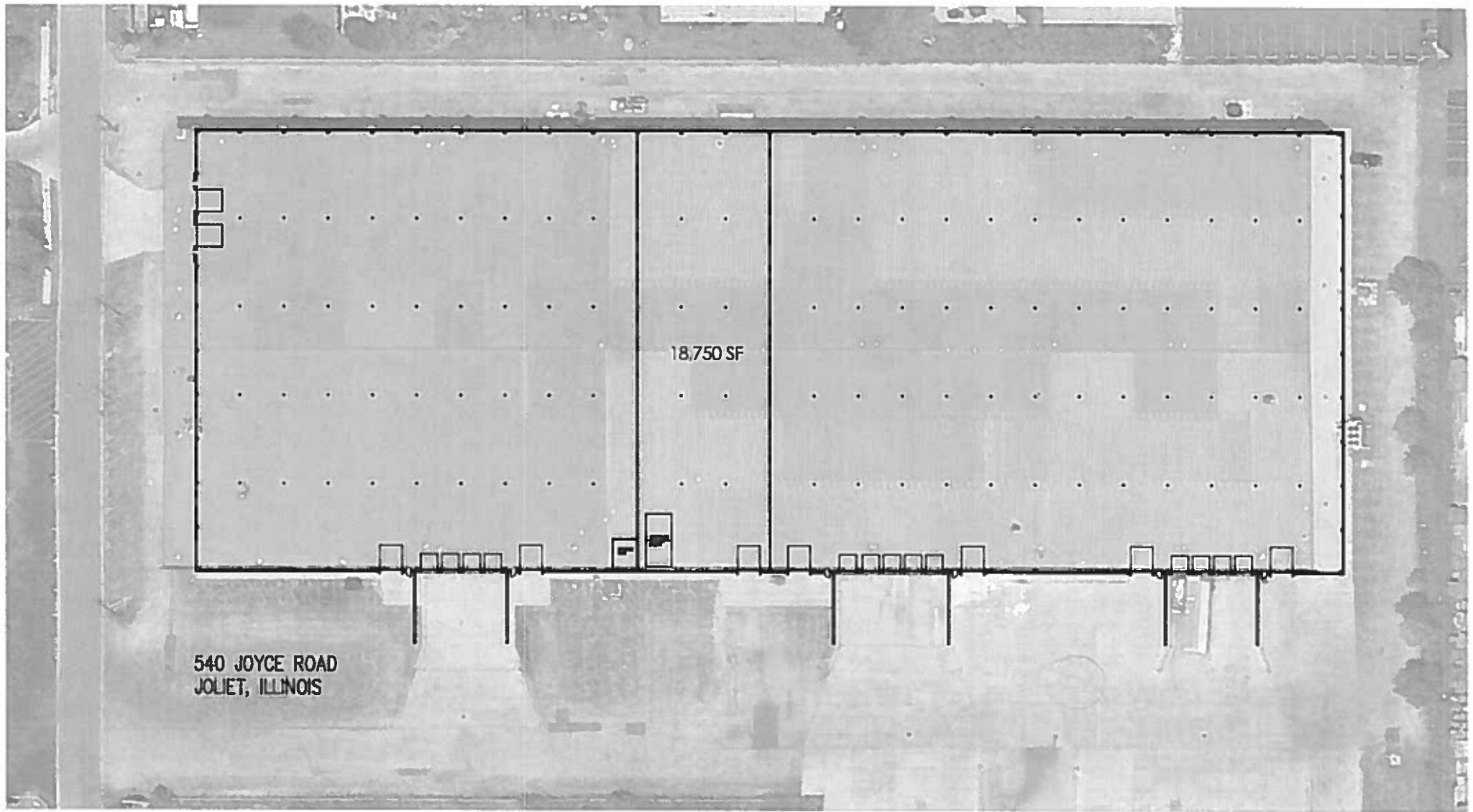
SIGNED: Jake Wimpse

DATE: 6/14/2022

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

\_\_\_\_\_  
\_\_\_\_\_

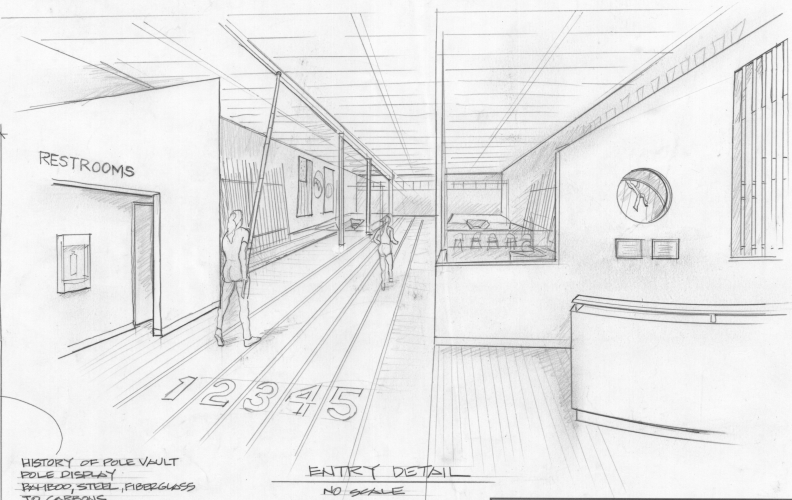
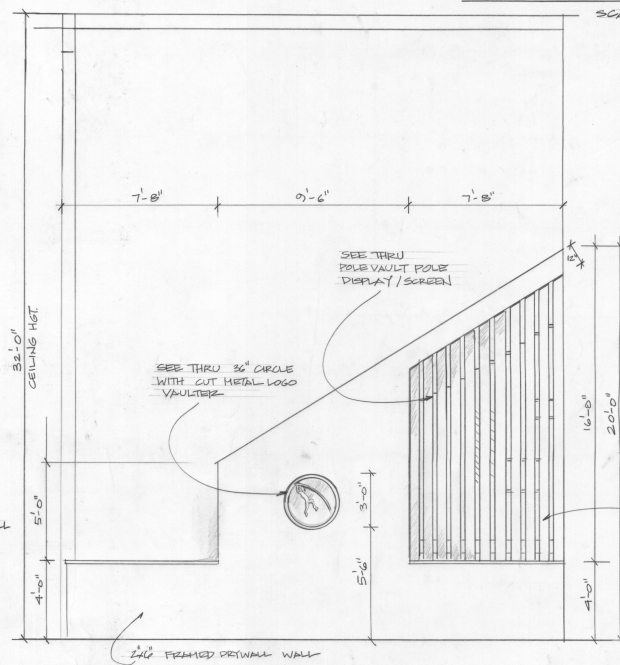
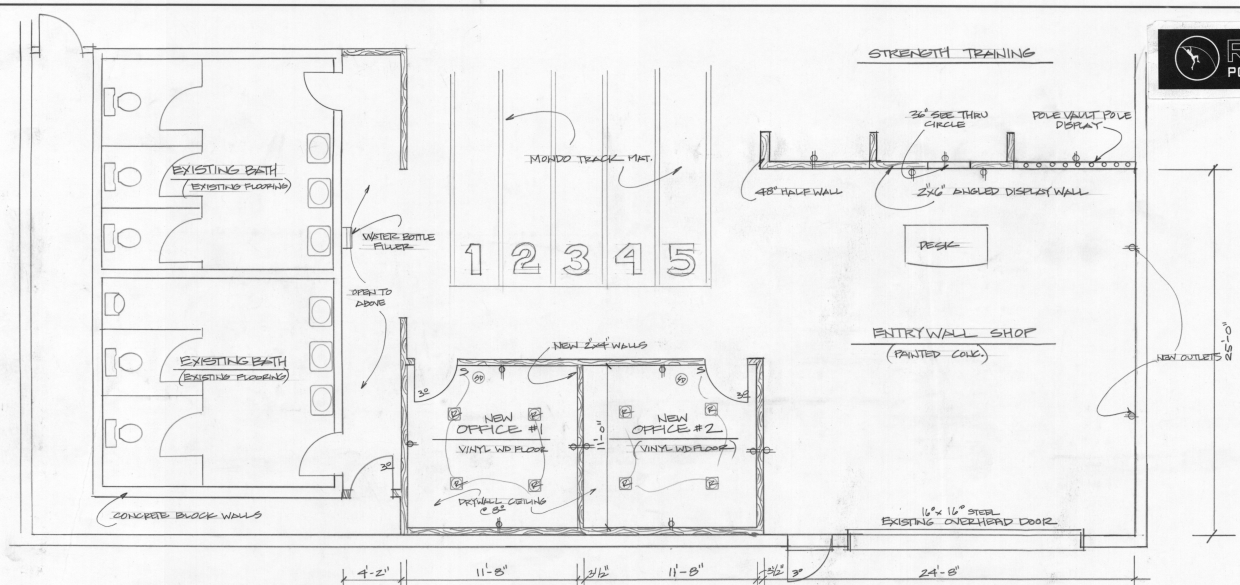
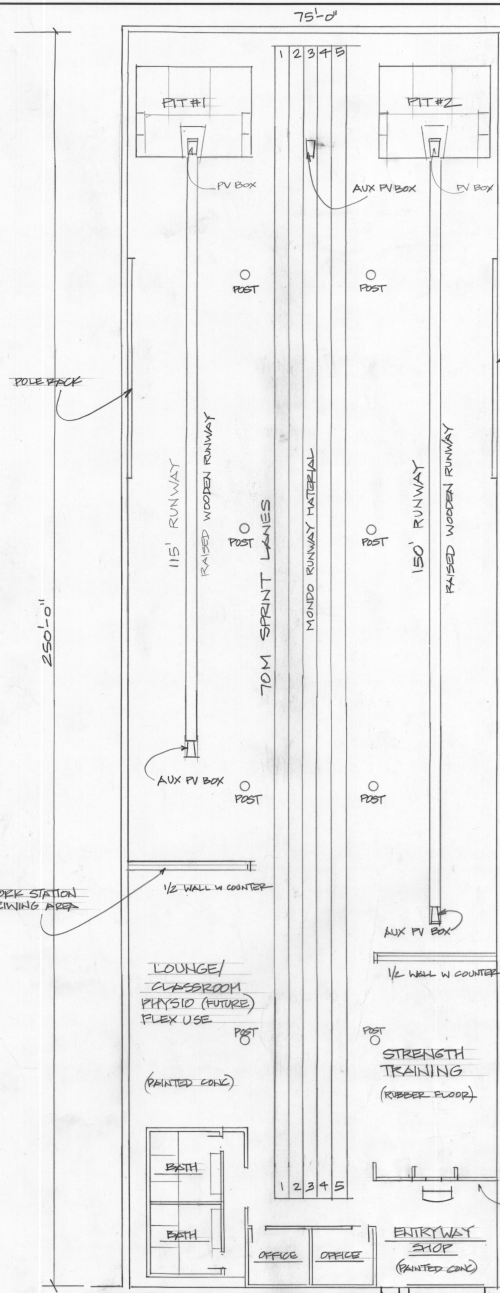
**PRINT**



18,750 SF

540 JOYCE ROAD  
JOLIET, ILLINOIS





RISE POLE VAULT CLUB			
SCALE: 1/4" = 1'-0"	APPROVED BY:	DRAWN BY: ED	
DATE: JUNE 2022		REVISED: PKG	
560 B JOYCE RD JOLIET, IL.			
ED SLAGA DESIGN BUILD			DRAWING NUMBER: P-1



## RISE Pole Vault Training Center



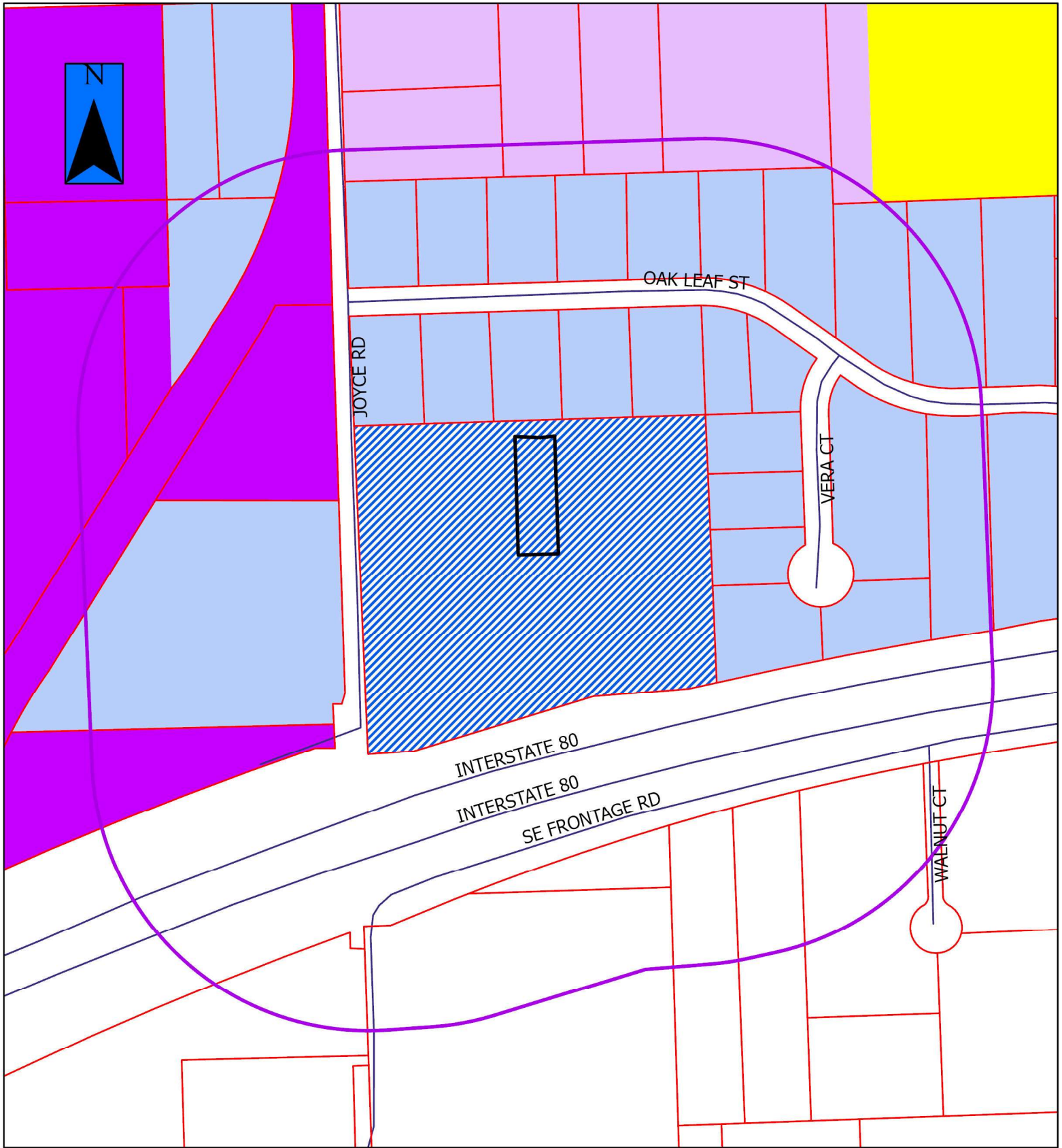
*Figure 1: Tenant space at 560A Joyce Road, and adjacent parking*



*Figure 2: 162,500 square foot warehouse building, view east from Joyce Road*


















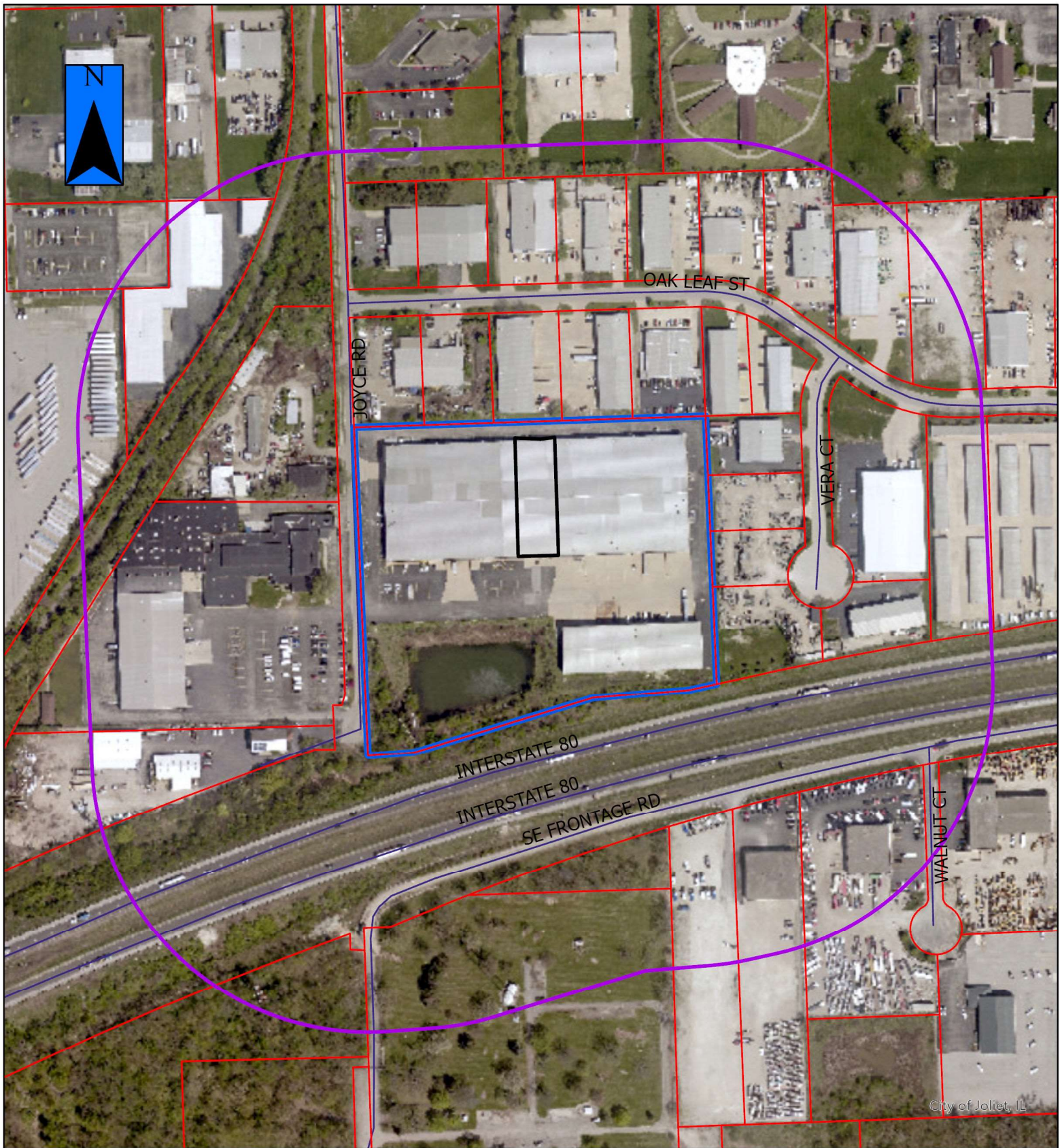
2022-40



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



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





2022-40a



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



150 West Jefferson Street

Joliet, IL 60432

# City of Joliet

## Zoning Board of Appeals

### Meeting Minutes

2:00 PM

Thursday, July 21, 2022

City Hall, Council Chambers

Citizens who are unable to attend the meeting can email comments in advance of the meeting to [publiccomment@joliet.gov](mailto:publiccomment@joliet.gov).

### CALL TO ORDER

### ROLL CALL

<b>Present</b>	Colette Safford, Vincent Alessio, Pat McShane, Jim Riggs and Ed Hennessy
<b>Absent</b>	Bob Nachtrieb and Brigitte Roehr

### APPROVAL OF MINUTES

**May 19, 2022 Zoning Board of Appeals Meeting Minutes**

**TMP-3915**

Attachments:     [05-19-22 ZBA Minutes](#)

A motion was made by Jim Riggs, seconded by Colette Safford, to approve the May 19, 2022 Zoning Board of Appeals Meeting Minutes. The motion carried by the following vote:

**Aye:**                     Safford, Alessio, McShane, Riggs and Hennessy

### 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 Zoning Board of Appeals 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.

### 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.

### 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.

**PETITION 2022-32: A Special Use Permit for automotive maintenance facility, located at 260 Alessio Drive.**

**TMP-4124**

**\*\*\*\*Withdrawn by Petitioner\*\*\*\***

Attachments:     [Withdrawal](#)

This petition was withdrawn by the petitioner.

**PETITION 2022-33: A series of Variations on signage to allow an electronic message center for a church in a residential district, located at 353 N. Midland Avenue.**

**TMP-4090**

Attachments:     [2022-33 \(353 N. Midland Avenue\) Staff Report Packet](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessey swore in Ms. Karen Dodge, 325 Sandpiper Ln., Aurora, IL. Ms. Dodge appeared on behalf of this petition.

Chairman Hennessey asked if any one else would like to speak about this petition. No one came forward.

A motion was made by Jim Riggs, seconded by Pat McShane, to approve PETITION 2022-33: A series of Variations on signage to allow an electronic message center for a church in a residential district, located at 353 N. Midland Avenue. The motion carried by the following vote:

**Aye:**                     Safford, Alessio, McShane, Riggs and Hennessey

**PETITION 2022-34: A Variation of Use to allow continuation of a two-unit residence, an R-3 (one & two family residential) use in an R-2 (single family residential) zoning district, located at 1401 N. Center Street.**

**TMP-4095**

Attachments:     [ZBA 2022-34 \(1401 N Center St\) Staff Report Packet](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessey swore in Mr. Clinton Hancock, 3616 Hennepin Dr., Joliet, IL. Mr. Hancock appeared in support of this petition.

Chairman Hennessey swore in Mr. John Sheridan, President of the Cunningham Neighborhood Association. Mr. Sheridan appeared in support of this petition.

Chairman Hennessey asked if anyone else would like to speak about this petition. No one came forward.

A motion was made by Vincent Alessio, seconded by Jim Riggs, to approve PETITION 2022-34: A Variation of Use to allow continuation of a two-unit residence, an R-3 (one & two family residential) use in an R-2 (single family residential) zoning district, located at 1401 N. Center Street. The motion carried

by the following vote:

**Aye:** Safford, Alessio, McShane, Riggs and Hennessy

**PETITION 2022-35: A Variation to reduce the front yard**

**TMP-4096**

**setback for the rear yard of a through lot from 30 ft. to 20 ft.  
to allow a detached garage, located at 1214 Arthur Avenue.**

Attachments: [ZBA 2022-35 \(1214 Arthur Ave\) Staff Report Packet](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessy swore in Mr. Ruben Diaz, 1214 Arthur Ave., Joliet, IL. Mr. Diaz appeared in support of is petition.

Chairman Hennessy asked if any one else would like to speak about this petition. No one came forward.

A motion was made by Jim Riggs, seconded by Colette Safford, to approve PETITION 2022-35: A Variation to reduce the front yard setback for the rear yard of a through lot from 30 ft. to 20 ft. to allow a detached garage, located at 1214 Arthur Avenue. The motion carried by the following vote:

**Aye:** Safford, Alessio, McShane, Riggs and Hennessy

**PETITION 2022-36: A Variation on maximum fence height to  
allow a 6 ft. fence in a corner side yard, located at 2513 Red  
Oak Drive**

**TMP-4091**

Attachments: [ZBA 20122-36 \(2513 Red Oak Drive\) Staff Report Packet](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessy swore in Ms. Kelsey Danca & Mr. Michael Krieter, 2513 Red Oak Dr., Plainfield, IL. Ms. Danca & Mr. Krieter appeared in support of their petition. Ms. Danca responded to some of the public comments that were made. Ms. Danca explained that the proposed fence will not extend into the public parkway, the fence will be angled near the driveway to comply with the 25 ft. visibility triangle and the fence will not block the stop sign on the corner.

Chairman Hennessy asked if any one else would like to speak about this petition. No one came forward.

A motion was made by Jim Riggs, seconded by Pat McShane, to approve PETITION 2022-36: A Variation on maximum fence height to allow a 6 ft. fence in a corner side yard, located at 2513 Red Oak Drive. The motion carried by the following vote:

**Aye:** Safford, Alessio, McShane, Riggs and Hennessy

**PETITION 2022-39: A Special Use Permit to allow an  
automobile dealership in a B-3 (General Business) zoning  
district, located at 3301 Essington Road.**

**TMP-4102**

Attachments:     [ZBA 2022-39 3301 Essington Road Staff Report w attachments](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessy swore in Mr. Fadi Rehan, 5405 Reserve Blvd., Springfield, IL. Mr. Rehan appeared in support of this petition. Mr. Rehan explained that there is an existing auto sales facility in Springfield, IL and the company would like to expand to the Chicagoland area.

Chairman Hennessy asked if any one else would like to speak on behalf of this petition. No one came forward.

A motion was made by Colette Safford, seconded by Jim Riggs, to approve PETITION 2022-39: A Special Use Permit to allow an automobile dealership in a B-3 (General Business) zoning district, located at 3301 Essington Road. The motion carried by the following vote:

**Aye:**                     Safford, Alessio, McShane, Riggs and Hennessy

**PETITION 2022-40: A Special Use Permit to allow a B-3 (general business) use (pole vault training facility) in an I-2 (general industrial) zoning district, located at 560A Joyce Road.** **TMP-4097**

Attachments:     [ZBA 2022-40 \(560A Joyce Rd\) Staff Report Packet](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessy swore in Mr. Jake Winder, 16154 S. Dan O'Connell Dr., Plainfield, IL. Mr. Winder appeared in support of his petition.

Chairman Hennessy asked if any one else would like to speak on behalf of this petition. No one came forward.

A motion was made by Jim Riggs, seconded by Colette Safford, to approve PETITION 2022-40: A Special Use Permit to allow a B-3 (general business) use (pole vault training facility) in an I-2 (general industrial) zoning district, located at 560A Joyce Road. The motion carried by the following vote:

**Aye:**                     Safford, Alessio, McShane, Riggs and Hennessy

**PETITION 2022-41: A Special Use Permit to allow an adult-use cannabis dispensing organization, located at 2211 W. Jefferson Street** **TMP-4092**

Attachments:     [ZBA 2022-41 \(2211 Jefferson Street\) Staff Report Packet](#)  
[TRAFFIC STUDY - Justice Cannabis Dispensary - Joliet - 3-24-2022](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessy swore in Mr. Craig Krandel, 407 Congress Prkwy., Suite E,



Crystal Lake, IL., Mr. Mitch Zabideaux, 2844 Floral Dr., Northbrook, IL. & Mr. Jim Myer, 36 Starr Ct., Wentzville, MO. Mr. Krandel went over some of the business details. Mr. Hennessy asked if there is security provided by the company or local police, Mr. Krandel said there is a separate security force, but they would like to work with the local police as well.

Chairman Hennessy swore in Mr. Jack Hermanski, 2532 Par Four Ct., Joliet, IL. Mr. Hermanski appeared in opposition to this petition.

Chairman Hennessy asked if any one else would like to speak on behalf of this petition. No one came forward.

A motion was made by Vincent Alessio, seconded by Jim Riggs, to approve PETITION 2022-41: A Special Use Permit to allow an adult-use cannabis dispensing organization, located at 2211 W. Jefferson Street. The motion carried by the following vote:

**Aye:** Alessio, McShane, Riggs and Hennessy

**Nay:** Safford

**PETITION 2022-42: A Variations to allow construction of a three-story medical office building, located at 2000 W. Jefferson Street.** **TMP-4093**

Attachments: [ZBA 2022-42 \(2000 W. Jefferson Street\) Staff Report Packet](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessy swore in Mr. Mitch Goltz, 2211 N. Elston, Chicago, IL. Mr. Goltz appeared in support of this petition. Mr. Goltz gave an overview of the proposed project.

Chairman Hennessy asked if any one else would like to speak on behalf of this petition. No one came forward.

A motion was made by Colette Safford, seconded by Jim Riggs, to approve PETITION 2022-42: A Variations to allow construction of a three-story medical office building, located at 2000 W. Jefferson Street. The motion carried by the following vote:

**Aye:** Safford, Alessio, McShane, Riggs and Hennessy

**PETITION 2022-43: A Special Use Permit to allow a trucking facility and a warehouse in an I-2 (general industrial) zoning district, located at 212 Page Avenue, 220 Maple Street & 300 Maple Street.** **TMP-4098**

**PETITION 2022-44: A Variation to locate a trucking facility within 300 ft. of a residential zoning district, located at 212 Page Avenue, 220 Maple Street & 300 Maple Street.**

Attachments:     [ZBA 2022-43 & 44 \(212 Page Ave, 220 & 300 Maple St\) Staff Report Packet](#)

Ms. Jayne Bernhard read the staff report into the record.

Chairman Hennessy swore in Mr. David Sweis, 53 W. Jackson Blvd., Chicago, IL. Mr. Sweis appeared in support of this petition. Mr. Sweis addresses some concerns about the proposed trucking use. Mr. Hennessy asked about the proposed vacation of Page Avenue, Mr. Sweis said his client is working with staff to go through the street vacation process.

Chairman Hennessy swore in Mr. Enrique Haro, 832 Wenberg St., Joliet, IL. Mr. Haro appeared in opposition to this petition.

Ms. Safford asked what the truck traffic would have on the residents of Maple Street. Mr. Sweis said that the trucks are dispatched for days at a time, so the traffic would not be constant. Ms. Safford asked if the neighbors are aware of the traffic pattern, Mr. Sweis said they will be holding a neighborhood meeting before the August City Council hearing.

Chairman Hennessy swore in Ms. Donna Gonzales, 207 Maple St., Joliet, IL. Ms. Gonzales appeared in opposition to this petition. Ms. Gonzales stated that there are too many trucks going in & out of the existing facility already. Ms. Gonzales is concerned about the additional traffic being added to Maple Street with the closure of Page Avenue. Ms. Sweis said there will be less trucks with the proposed use.

Chairman Hennessy asked if any one else would like to speak on this petition. No one came forward.

A motion was made by Jim Riggs, seconded by Pat McShane, to approve PETITION 2022-43: A Special Use Permit to allow a trucking facility and a warehouse in an I-2 (general industrial) zoning district, located at 212 Page Avenue, 220 Maple Street & 300 Maple Street. The motion carried by the following vote:

**Aye:**                    Alessio, McShane, Riggs and Hennessy

**Nay:**                    Safford

A motion was made by Jim Riggs, seconded by Pat McShane, to approve PETITION 2022-44: A Variation to locate a trucking facility within 300 ft. of a residential zoning district, located at 212 Page Avenue, 220 Maple Street & 300 Maple Street. The motion carried by the following vote:

**Aye:**                    Alessio, McShane, Riggs and Hennessy

**Nay:**                    Safford

**Absent:**                Nachtrieb and Roehr

## **OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION**

### **PUBLIC COMMENT**

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

### **ADJOURNMENT**

A motion was made by Colette Safford, seconded by Jim Riggs, to adjourn the meeting. The motion carried by the following vote:

**Aye:** Safford, Alessio, McShane, Riggs and Hennessy

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: 401-22**

**File ID:** 401-22

**Type:** Ordinance

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/20/2022

**Department:**

**Final Action:**

**Title:** Ordinance Approving a Special Use Permit to Allow a B-3 (General Business) Use (Pole Vault Training Facility) in an I-2 (General Industrial) Zoning District (ZBA 2022-40)

**Agenda Date:** 08/02/2022

**Attachments:** Special Use Permit Ordinance - ZBA 2022-40 560A  
Joyce Rd, ZBA 2022-40 (560A Joyce Rd) Staff Report  
Packet, 07-21-22 ZBA Minutes

**Entered by:** hmiller@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/26/2022	Jim Torri	Approve	7/28/2022
1	2	7/26/2022	Eva-Marie Tropper	Approve	7/28/2022
1	3	7/26/2022	Sabrina Spano	Approve	7/28/2022
1	4	7/27/2022	James V. Capparelli	Approve	7/28/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

---

**File #:** 402-22

**Agenda Date:** 8/2/2022

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Ordinance Providing for the Issuance of not to Exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in One or More Series, and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest of Said Bonds

**BACKGROUND:**

The City Council approved a Project Development Agreement with Cullinan Joliet, LLC at the June 21, 2022 City Council Meeting for the Rock Run Crossings Redevelopment Project. The agreement states that the City will issue General Obligation Bonds to finance the construction of public improvements by September 30, 2022. The attached ordinance authorizes the issuance of these bonds.

**RECOMMENDATION:**

It is recommended that City Council approve the Ordinance providing for the issuance of not to exceed \$105,000,000 General Obligation Bonds.

EXTRACT OF MINUTES of a regular public meeting of the City Council of the City of Joliet, Will and Kendall Counties, Illinois, held at the City Council Chambers, 150 W. Jefferson Street, in said City, at 6:30 p.m., on the 2nd day of August, 2022.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon roll call, \_\_\_\_\_, the Mayor, and the following Councilmen at said location answered present: \_\_\_\_\_

---

The following Councilmen were allowed by a majority of the members of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: \_\_\_\_\_

---

No Councilman was not permitted to attend the meeting by video or audio conference.

The following Councilmen were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

---

The City Council then discussed a proposed financing or refinancing of certain redevelopment project costs within a redevelopment project area in and for the City and considered an ordinance providing for the issuance of General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in one or more series, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

Whereupon the City Clerk presented and read by title an ordinance as follows, a copy of which was provided to each member of the City Council prior to said meeting and to everyone in

attendance at said meeting who requested a copy:

---

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in one or more series, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds

---

Adopted by the City Council on the 2nd day  
of August, 2022.



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**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of not to exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in one or more series, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds

WHEREAS, the City of Joliet, Will and Kendall Counties, Illinois (the “City”), is a home rule unit pursuant to the provisions of Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois (the “State”) and accordingly may exercise any power and perform any function pertaining to its government and affairs, as supplemented and amended, including by the Bond Authorization Act, the Registered Bond Act, the Bond Replacement Act and the Local Government Debt Reform Act of the State of Illinois (collectively, the “Act”); and

WHEREAS, pursuant to the provisions of said Section 6, the City has the power to incur debt payable from *ad valorem* property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as amended (the “TIF Act”), to finance redevelopment projects in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, the City Council of the City (the “Corporate Authorities”) has heretofore and it hereby is determined that it is advisable, necessary and in the best interests of the City and its residents that the City finance a portion of the costs of (a) the City’s redevelopment plan and project (the “Redevelopment Plan”) concerning the redevelopment of the Rock Run Crossings Tax Increment Financing (“TIF”) Redevelopment Project Area (the “Redevelopment Project

*Area*”), which includes the construction, renovation, equipping, rehabilitation and/or improvement of certain infrastructure within the City, including, but not limited to, certain infrastructure projects related to a new interchange, access road, and arterial roadways, and the City’s public water supply system (together with all necessary land and rights in land, professional, legal, engineering, electrical, financial and other services, costs of borrowing, reserves, capitalized interest, if any, and other related costs, the “*Project*”), (b) capitalized interest, and (c) payment of costs associated with the issuance of the Bonds (as hereinafter defined); and

WHEREAS, the estimated costs of the Project are not more than \$105,000,000 and investment earnings thereon; and

WHEREAS, all of the qualified costs of the Project (“*Redevelopment Project Costs*”) financed or refinanced with the proceeds of the Bonds constitute eligible “redevelopment project costs” under the TIF Act and have been approved by the City in accordance with the Redevelopment Plan; and

WHEREAS, the City and Cullinan Joliet, LLC, an Illinois limited liability company (the “*Developer*”) have entered into a Development Agreement (the “*Redevelopment Agreement*”) dated as of June 22, 2022, in connection with the Redevelopment Project Cost as set forth in the Redevelopment Plan for the Redevelopment Project Area; and

WHEREAS, the City has insufficient funds on hand and lawfully available to pay the costs of the Project, and it will be necessary to borrow said amount of not to exceed \$105,000,000 to pay the same, and in evidence of such borrowing to issue general obligation bonds of the City in the amount of not to exceed \$105,000,000 in one or more series (the “*Bonds*”); and

WHEREAS, the Bonds shall be payable from a direct annual *ad valorem* tax levied against all taxable property in the City, without limitation as to rate or amount; and

WHEREAS, the County Clerks of Will and Kendall Counties, Illinois (the “*County Clerks*”), are herein authorized to extend and collect said tax so levied for the payment of the Bonds without limitation as to rate or amount; and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable and necessary that such indebtedness be incurred in accordance with the Act as hereinafter defined, and without submitting the question of incurring such indebtedness to the electors of the City for their approval:

NOW THEREFORE Be It Ordained by the City Council of the City of Joliet, Will and Kendall Counties, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

A. The following words and terms are as defined in the preambles hereto.

Act

City

Corporate Authorities

County Clerks

Project

Redevelopment Plan

Redevelopment Project Area

State

TIF

TIF Act

B. The following words and terms are defined as set forth.

“*Bond*” or “*Bonds*” means one or more, as applicable, of the Bonds authorized to be issued by this Ordinance.

“*Bond Counsel*” means Ice Miller LLP, Chicago, Illinois.

“*Bond Fund*” means the Bond Fund established and defined in Section 14 of this Ordinance.

“*Bond Moneys*” means all moneys on deposit from time to time in the Bond Fund including investment income earned in the Bond Fund.

“*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means the person or institution, in its capacity as bond registrar for the Bonds, or successor or assigns, as set forth in each applicable Bond Order.

“*Business Day*” means any day other than a day on which banks in the City of Chicago, Illinois, are required or authorized to close.

“*Code*” means the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds.

“*Depository*” means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Officers*” means the Mayor, City Treasurer, or City Manager of the City, or successors or assigns.

“*Incremental Property Taxes*” means the *ad valorem* taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the “initial equalized assessed value” of each such lot, block, tract or parcel, all as determined by the County Clerk of Will County, in accordance with the TIF Act.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 2nd day of August, 2022.

“*Paying Agent*” means a person or entity, in its capacity as paying agent for the Bonds, or successor or assigns, as set forth in each applicable Bond Order.

“*Record Date*” means the 15th day next preceding any regularly scheduled interest payment date and the 15th day next preceding any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date.

“*Special Tax Allocation Fund*” means the Special Tax Allocation Fund created in connection with the Redevelopment Project Area.

“*Stated Maturity*” means with respect to any Bond or interest thereon the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable, whether by maturity or otherwise.

“*Tax-exempt*” means, with reference to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof for federal income tax

purposes herein except to the extent that such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

“*Term Bonds*” means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds.

“*Treasurer*” means the Treasurer of the City or successors or assigns.

C. Certain further words and terms used in various sections are defined therein.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue Bonds.* It is necessary and in the best interests of the City to undertake the Project and to pay all necessary costs thereof, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest and is authorized pursuant to the TIF Act and the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* For the purpose of providing for the costs of the Project, there shall be issued and sold the Bonds in a principal amount not to exceed \$105,000,000. The Bonds shall each be designated “*General Obligation Bond, Series 2022 (Rock Run Crossings Project)*,” or as otherwise set forth in each applicable Bond Order. The Bonds shall be dated the date of delivery (the “*Dated Date*”) specified in each applicable Bond Order executed by the Mayor (the “*Bond Order*”); and shall also bear the date of authentication thereof. The Bonds shall be in fully registered book-entry form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date),

shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar, and shall become due and payable (subject to prior redemption as hereinafter provided) on December 15 of the years (not to exceed 2044), in the amounts (not to exceed \$12,500,000 per year), and bearing interest at the rates percent per annum (not to exceed 6.00% per annum) as specified in each applicable Bond Order. The Mayor is hereby given the full authority to execute and deliver a Bond Order for and on behalf of the City as herein provided. The Bond Order shall be made a part of the transcript of the proceedings related to the issuance of the Bonds.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on the date set forth in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office maintained for the purpose of the Paying Agent or at successor Paying Agent and locality.

*Section 5. Book Entry Provisions.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of “Cede & Co.”, or any successor thereto, as nominee of the Depository. All of the outstanding



Bonds from time to time shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. The Treasurer, as representative of the City, is authorized to execute and deliver on behalf of the City, and as such agent for the City, such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”). Without limiting the generality of the authority given with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of the Depository, none of the City, the Treasurer, the Paying Agent or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, the Treasurer, the Paying Agent and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered

owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the applicable record date, the name "Cede & Co." in this Ordinance shall refer to such new nominee of the Depository.

In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the City, the Paying Agent and Bond Registrar, and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. The City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the City, or such depository's agent or designee, but if the City does not select such alternate book-entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

*Section 6. Execution; Authentication.* The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

*Section 7. Redemption.* If any Bonds are sold as Term Bonds and/or subject to optional redemption (at a redemption price not to exceed 102%) as set forth in each applicable Bond Order, the following provisions shall apply. For any such optional redemptions, the City shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. In the event of the redemption of less than all the Bonds of like series and maturity, the aggregate amount thereof to be redeemed shall be \$5,000 of the principal amount or any integral multiple thereof, and the Registrar shall assign to each Bond of such series and maturity a distinctive number for each \$5,000 principal amount, as the case may

be, of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

The Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Registrar on behalf of the City by mailing the redemption notice by registered or certified mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Registrar.

All official, notices of redemption shall include at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Registrar.

Prior to any redemption date, the City shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds or portions being redeemed shall be paid by the Registrar at the redemption price. If the redemption date is an interest payment date, the procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal and premium (if any) shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Registrar on behalf and at the expense of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

*Section 8. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners.* The City shall cause the Bond Register to be kept at the office maintained for the purpose by the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office maintained for the purpose by the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any

Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the exchange of a Bond for the unredeemed portion of a Bond or Bonds surrendered for redemption.

*Section 9. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth:



REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF WILL AND KENDALL  
CITY OF JOLIET  
GENERAL OBLIGATION BOND, SERIES 2022  
(ROCK RUN CROSSINGS PROJECT)

Interest \_\_\_\_\_ Maturity \_\_\_\_\_ Dated \_\_\_\_\_  
Rate: \_\_\_\_\_% Date: December 15, 20\_\_ Date: \_\_\_\_\_, 2022 CUSIP: \_\_\_\_\_

Registered Owner: CEDE & Co.

Principal Amount: \_\_\_\_\_ Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the City of Joliet, Will and Kendall Counties, Illinois (the “*City*”), a municipality, home rule unit, and political subdivision of the State of Illinois (the “*State*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing \_\_\_\_\_, 20\_\_, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for the purpose by \_\_\_\_\_, as paying agent (the “*Paying Agent*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by \_\_\_\_\_, as bond registrar (the “*Bond Registrar*”), at the

close of business on the applicable Record Date. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by The Depository Trust Company, New York, New York, the Depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$\_\_\_\_\_ issued by the City for the purpose of paying certain redevelopment costs of the

Project, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 (such code and powers being the “*Act*”), and with the Ordinance, which has been duly passed by the City Council of the City, approved by the Mayor, and published, in all respects as by law required. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “*TIF Act*”), to finance redevelopment projects in accordance with the conditions and requirements set forth in the TIF Act. Incremental tax revenues deposited into the Special Tax Allocation Fund for the Redevelopment Project Area, are to be allocable to the debt service for the Bonds and transferred to the Bond Fund, all as described and defined in the Ordinance.

This Bond is subject to provisions relating to registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

[Optional and mandatory redemption provisions, as applicable.]

IN WITNESS WHEREOF the City of Joliet, Will and Kendall Counties, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
Mayor, City of Joliet, Will and  
Kendall Counties, Illinois

ATTEST:

\_\_\_\_\_  
City Clerk, City of Joliet, Will and  
Kendall Counties, Illinois

[SEAL]

Date of Authentication: \_\_\_\_\_, 20\_\_

#### **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2022 (Rock Run Crossings Project), having a Dated Date of \_\_\_\_\_, 2022, of the City of Joliet, Will and Kendall Counties, Illinois.

\_\_\_\_\_, as Bond Registrar and  
Paying Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

Bond Registrar and Paying Agent:

\_\_\_\_\_

---

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

	Here insert Social Security Number, Employer Identification Number or other Identifying Number
--	--

---

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

---

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 10. Security for the Bonds.* The Bonds are a general obligation of the City, for which the full faith and credit of the City are hereby irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount (the “*Pledged Taxes*”).

*Section 11. Sale of Bonds.* The Designated Officers are hereby authorized to proceed without any further authorization or direction from the City Council, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this

Ordinance provided as soon after the delivery of the Bond Order as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by said Treasurer delivered to the purchaser thereof, as hereinafter described (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 98% of the principal amount of the Bonds plus any accrued interest to date of delivery. The Purchaser shall be (a) pursuant to a competitive sale conducted by Speer Financial, Inc., Chicago, Illinois (“*Speer*”), the best bidder for the Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer’s Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State, (ii) a governmental unit as defined in the Local Government Debt Reform Act of the State, as amended, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall only be selected upon receipt by the City of the recommendation of Speer that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interests of the City because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds; and *further provided*, that the Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Officers after consultation with Speer if the use of such placement agent is determined by the Designated Officers to be in the best interest of the City.

Prior to the sale of the Bonds, the Mayor or the City Manager is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid

for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Officers shall prepare the Bond Order, which shall include the pertinent details of sale as provided herein. In the Bond Order, the Designated Officers shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Order shall be entered into the records of the City and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Order.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Order by the Designated Officers, the Mayor, City Treasurer, City Manager, and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the City and the Purchaser (the “*Purchase Contract*”) and a continuing covenants agreement or similar document between the City and the Purchaser (a “*Bank Document*”). Prior to the execution and delivery of the Purchase Contract or Bank Document, the Designated Officers shall find and determine that no person holding any office of the City, either by election or appointment, is in any manner

interested, directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in the Purchase Contract or Bank Document.

The Bonds before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in the Bond Register, in which shall be entered the record of the resolution authorizing the City Council to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the “*Official Statement*”) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

*Section 12. Tax Levy; Abatement; Plan of Repayment.* In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there shall be levied upon all of the taxable property within the City a direct annual tax for each of the years while the Bonds are outstanding, in amounts sufficient for that purpose. The Mayor is hereby directed to file with the County Clerks each applicable Bond Order providing that the Pledged Taxes be levied upon all of the taxable property in the City, in each of the tax levy years 2022 to 2043 in an amount sufficient (but in an amount not to exceed \$15,000,000 per year) to produce the sums necessary to pay interest on the Bonds as it falls due and pay and discharge the



principal thereof at maturity; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, direct annual taxes as fully detailed in each applicable Bond Order.

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from current funds on hand of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the Purchaser and the holders of the Bonds that so long as the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy, unless the abatement of any particular tax levy amount has been provided for through the deposit of moneys in a segregated account, and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund (as such term is hereinafter defined) established to pay the principal of and interest on the Bonds.

The funds derived from the tax levy be and the same are hereby appropriated and set aside for the sole and only purpose of paying principal and interest on said Bonds when and as the same become due. The funds from the sale of said Bonds be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

As a part of the plan of financing of the Bonds, it is intended and anticipated that Incremental Property Taxes deposited into the Special Tax Allocation Fund for the Redevelopment Project Area ("*Incremental Tax Revenues*"), which was established pursuant to the TIF Act, are to be allocable to the debt service for the Bonds and transferred to the Bond Fund, and shall be used to abate all or a portion of the Pledged Taxes. The City Treasurer shall

deposit or cause to be deposited from the Special Tax Allocation Fund into the Bond Fund the amount of tax revenues available which shall result in taxes to be abated, subject to the provisions of this Section 12 above, and such deposit shall be made prior to any such abatement being filed with the County Clerks, as the tax extension officer for the City. No taxes will be abated unless and until the full amount of such abatement has been deposited irrevocably into the Bond Fund for which such abatement is made, and dedicated to the payment of such Bonds.

Principal or interest maturing at any time when there are insufficient funds on hand from the Pledged Taxes or from the Incremental Tax Revenues to pay the same shall be paid from the general funds of the City, and the fund from which such payment was made shall be reimbursed out of the Pledged Taxes or from the Incremental Tax Revenues when the same shall be collected.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then further direct the abatement of the Pledged Taxes by the amount so deposited. The City covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

*Section 13. Filing with County Clerks.* Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk of the City, shall be filed with the County Clerks; and said County Clerks shall in and for each of the years 2022 to 2043, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided

to be levied in each of said years and subject to abatement as provided in said Section 12; and said County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

*Section 14. Creation of Funds and Appropriations.*

A. There is hereby created the “*General Obligation Bonds, Series 2022, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest and premium, if any, received upon delivery of the Bonds shall be deposited into the applicable Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate

Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The sum necessary, as determined by the Designated Officers, of the principal proceeds of the Bonds shall be disbursed by the Purchaser to pay costs of issuance upon the delivery of the Bonds or, to the extent not so disbursed by the Purchaser, shall be deposited into a separate and segregated fund, hereby created, to be known as the “*Expense Fund*” (the “*Expense Fund*”) and shall be used by the Treasurer to pay costs of issuance of the Bonds in accordance with normal City disbursement procedures. Any funds remaining to the credit of the Expense Fund on the date which is six months following the date of delivery of the Bonds shall be transferred by the Treasurer to the Bond Fund.

D. From the principal proceeds of the Bonds, the sum necessary, as determined by the Designated Officers, shall be used to pay costs of the Project and to that end shall be deposited into a separate and segregated account of the City, hereby created, and to be known as the “*2022 Project Fund*” (the “*Project Fund*”). Monies on deposit in and to the credit of the Project Fund shall be disbursed to the Developer from time to time as needed by the Treasurer, without further official action or direction of the Corporate Authorities, upon the delivery by the Developer of a request for disbursement in substantially the form attached hereto as Exhibit A and in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Treasurer, without further official action or direction by the Corporate Authorities, to the Bond Fund. Monies on deposit in and to the credit of the Project Fund may be invested by the Treasurer in any investments lawful under

Illinois law for City funds, without further official action of or direction by the Corporate Authorities.

Without further official action of or direction by the Corporate Authorities, if necessary to ensure the timely payment of principal of and interest on the Bonds, monies on deposit in the Project Fund may be transferred by the Treasurer at any time to the Bond Fund in anticipation of the collection of Pledged Taxes. Any amount so transferred shall be promptly repaid upon the collection of Pledged Taxes.

*Section 15. Reimbursement.* A portion of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the City prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the construction of the Project or expenditures for which an intent to reimburse it was properly declared under Treasury Regulations Section 1.150-2. The ordinance, adopted by the Corporate Authorities on May 13, 2019, is a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Project paid after the date hereof and prior to issuance of the Bonds.

*Section 16. Not Private Activity Bonds.* None of the Bonds is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the City certifies, represents and covenants as follows:

A. No direct or indirect payments are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit.

B. None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

C. No user of the Project, other than the City or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person other than the City or another governmental unit will be a user of the Project as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other arrangement.

*Section 17. Additional Funds and Accounts.* In addition to the funds established hereunder, the Mayor is hereby authorized and directed to establish, and the Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in this Ordinance.

*Section 18. Registered Form.* The City recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 19. Tax Covenants.* In order to preserve the exclusion of interest on the Bonds from gross income for federal tax purposes under Section 103 of the Code and as an inducement to purchasers of the Bonds, the City represents, covenants and agrees that:

(a) No more than 10% of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, this Ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(b) No more than 5% of the Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Bond proceeds will be

transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(c) The City reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) above or the private loan test described in paragraph (b) above during the entire term of the Bonds.

(d) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(e) The City will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion.

(f) It shall not be an event of default under this Ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(g) [Intentionally omitted.]

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

The City hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor and City Clerk of the City, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be excludable from gross income for federal income tax purposes. In connection therewith, the City further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds as required pursuant to Section 148 of the Code and the regulations promulgated thereunder; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Section 20. Further Tax Covenants.* The City agrees to comply with all provisions of the Code which, if not complied with by the City, would cause the Bonds not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely



manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

The City further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “Rebate Requirement”) to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the City, the City will meet the Rebate Requirement.

B. Relating to applicable exceptions, the Treasurer or the Mayor is hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the City. If such election may result in a “*penalty in lieu of rebate*” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the City shall pay such Penalty.

C. The Designated Officers shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a “*2022 General Obligation Bonds Rebate or Penalty, if applicable Fund*” (the “*148 Compliance Fund*”) for the Bonds, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said Designated Officers shall cause to be paid to the United States Treasury, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

D. Interest earnings in the Bond Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and proceeds of the Bonds and other funds of the City are also hereby authorized to be used to meet the Rebate Requirement or

to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

The City also certifies and further covenants with the Purchaser and registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be “*arbitrage bonds*” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

*Section 21. Noncompliance with Tax Covenants.* Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the “*Tax Sections*”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the “*Tax Exemption*”) need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

*Section 22. Opinion of Counsel Exception.* The City reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth in Sections 16 through 21 herein, provided it shall first have received an opinion from Bond Counsel (or, in the event that Bond Counsel is unable or unwilling to provide such opinion, then from another attorney or a firm of attorneys of nationally recognized standing as bond counsel) to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax-exempt status for the Bonds.

*Section 23. Rights and Duties of Bond Registrar and Paying Agent.* The Bond Registrar and Paying Agent shall:

- (a) act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) maintain a list of Bondholders as set forth herein;
- (c) cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; and
- (d) furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 24. Defeasance.* Any Bond or Bonds which (a) are paid and canceled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Paying Agent or similar institution having trust powers to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this section, “*Defeasance Obligations*” means (a) direct and general full faith and credit obligations of the United States Treasury (“*Directs*”), (b) certificates of participation or trust

receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

*Section 25. Continuing Disclosure Undertaking.* Any Designated Officer is hereby authorized to execute and deliver the Continuing Disclosure Undertaking, if applicable, in customary form as previously executed by the City and as provided by Bond Counsel, to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. When such Continuing Disclosure Undertaking is executed and delivered on behalf of the City, it will be binding on the City and the officers, agents, and employees of the City, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause to the City to comply with its obligations thereunder.

*Section 26. Publication of Ordinance.* A full, true, and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by authority of the Corporate Authorities.

*Section 27. Superseder.* All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED: August 2, 2022

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED: August 2, 2022

\_\_\_\_\_  
Mayor, City of Joliet, Will and  
Kendall Counties, Illinois

Published in pamphlet form by authority of the City Council on August 2, 2022.

ATTEST:

\_\_\_\_\_  
City Clerk, City of Joliet, Will and  
Kendall Counties, Illinois

**EXHIBIT A**  
**FORM OF**  
**REQUEST FOR DISBURSEMENT**

TO: City of Joliet  
150 W. Jefferson Street  
Joliet, Illinois 60432  
Attention: \_\_\_\_\_

RE: \$\_\_\_\_\_  
City of Joliet, Will and Kendall Counties, Illinois  
General Obligation Bonds, Series 2022  
(Rock Run Crossings Project)

Amount Requested: \$\_\_\_\_\_

Request No.: \_\_\_\_

Total Disbursements to Date: \_\_\_\_

1. Cullinan Joliet, LLC, and Illinois limited liability company (the “Developer”) hereby requests that the City of Joliet, Will and Kendall Counties, Illinois (the “City”) pursuant to the Bond Ordinance adopted on August 2, 2022 (the “Ordinance”), disburse on \_\_\_\_\_, 20\_\_ the Amount Requested above from the Project Fund. All capitalized terms herein shall have the meanings assigned to them in the Ordinance.

2. In connection with the requested disbursement, the City and the Developer hereby certify[ies] as follows:

(a) This written requisition is for payment of Redevelopment Project Costs in connection with the issuance of the above-referenced Bonds or reimbursement for the Redevelopment Project Costs incurred on or after May 13, 2019 as detailed in Schedule 1.

(b) The Redevelopment Project Costs to be financed or reimbursed with the proceeds constitute eligible “redevelopment project costs” under the TIF Act and have been approved by the City in accordance with the Redevelopment Plan.

(c) The City and the Developer have complied with all requirements under the TIF Act, the Act and the Ordinance relating to the disbursement request.

[(d) The City Engineer has inspected the work for which payment is requested and has confirmed that the work for which payment is requested has been completed and payment therefore should be approved.]

(e) Payment instructions sufficient to make the requested payment of \$\_\_\_\_\_ are set forth in Schedule 2.

(f) No portion of the disbursement was set forth in any previous request for payment.

(g) The Developer has satisfied all of the terms of, and is not in default under, the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

CITY OF JOLIET, WILL AND KENDALL  
COUNTIES, ILLINOIS

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CULLINAN JOLIET, LLC, and Illinois limited  
liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF WILL                    )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Joliet, Will and Kendall Counties, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the “Corporate Authorities”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 2nd day of August, 2022, insofar as the same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in one or more series, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Mayor on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was called at a specified time and place convenient to the public, that the agenda for the meeting was continuously posted at the City Hall and on the City’s website at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of such open meeting laws and Illinois Municipal Code and with their procedural rules in the adoption of such ordinance.



IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this  
2nd day of August, 2022.

---

City Clerk

[SEAL]

**CITY CLERK TO ATTACH AGENDA**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF WILL                    )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Will, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a properly certified copy of an ordinance passed by the City Council of the City of Joliet, Will and Kendall Counties, Illinois, on the 2nd day of August, 2022, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in one or more series, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County of Will, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk of the County of Will, Illinois

[SEAL]

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF KENDALL                )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Kendall, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a properly certified copy of an ordinance passed by the City Council of the City of Joliet, Will and Kendall Counties, Illinois, on the 2nd day of August, 2022, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in one or more series, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County of Kendall, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk of the County of Kendall, Illinois

[SEAL]



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 402-22**

**File ID:** 402-22

**Type:** Ordinance

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/22/2022

**Department:**

**Final Action:**

**Title:** Ordinance Providing for the Issuance of not to Exceed \$105,000,000 General Obligation Bonds, Series 2022 (Rock Run Crossings Project), of the City of Joliet, Will and Kendall Counties, Illinois, in One or More Series, and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest of Said Bonds

**Agenda Date:** 08/02/2022

**Attachments:** City of Joliet GO Bonds 2022 (Rock Run Crossings Project) - Parameters Ordinance (4871-1610-2439.v4)

**Entered by:** rgatson@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/22/2022	James Ghedotte	Approve	7/26/2022
1	2	7/26/2022	Sabrina Spano	Approve	7/26/2022
1	3	7/27/2022	James V. Capparelli	Approve	7/28/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 403-22

**Agenda Date:** 8/2/2022

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**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Ordinance Authorizing a Budget Amendment for the Purchase of 1000 N. Center Street

**BACKGROUND:**

From time to time, the City of Joliet purchases property in order to orchestrate a better condition for residents.

In this case, the city plans to purchase the property at 1000 N. Center Street in order to create space for residents to engage in outdoor activities.

**RECOMMENDATION:**

It is recommended that an Ordinance authorizing a budget amendment for the purchase of 1000 N. Center Street be approved.

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING THE 2022 ANNUAL BUDGET FOR THE CITY OF JOLIET**

**WHEREAS**, after holding a public hearing and giving notice thereof in the manner provided by law and ordinance, the Mayor and City Council have examined and approved an Annual Budget for the City of Joliet for the fiscal year 2022; and

**WHEREAS**, the 2022 Annual Budget did not include a recommended expenditure of \$124,000 for the purchase of the property at 1000 N. Center Street; and

**WHEREAS**, the Mayor and City Council hereby find the 2022 Annual Budget should be amended to include said unforeseen expenditures; and

**WHEREAS**, funds are available to effectuate the purpose of the amendment; and

**WHEREAS**, the Mayor and City Council hereby find that the proposed amendment to the Annual Budget is fiscally sound and adoption is in the best interests of the residents of the City of Joliet.

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

**SECTION 1:** The 2022 Annual Budget for the City of Joliet, Will and Kendall Counties, Illinois is hereby amended to include a \$124,000 expenditure for the property at 1000 N. Center Street.

**SECTION 2:** The Annual Budget and amendment approved by this Ordinance shall collectively constitute an "Annual Budget" for the purposes of Section 8-2-9.1-1 through 8-2-9.10, inclusive, of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 et seq.), as amended, and as an annual appropriation ordinance as set forth in Section 8-2-9.4 thereof.

**SECTION 3:** The city manager is hereby authorized to execute the purchase contract attached as Exhibit A.

**SECTION 4:** This Ordinance is adopted pursuant to the home rule powers granted the City of Joliet by Article VII, Section 6 of the Constitution of the State of Illinois. In addition, this Ordinance is adopted pursuant to the authority and in accordance with the procedures set forth by law. To the extent that this Ordinance conflicts with any provision of law, this Ordinance shall be construed so as to preempt such law pursuant to the home rule powers of the City of Joliet. This Ordinance shall be deemed severable.

**SECTION 5:** This Ordinance shall be in effect immediately upon its passage.

**PASSED** this \_\_\_\_\_ day of August, 2022.

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**MAYOR**

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**CITY CLERK**

**VOTING YES:**

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**VOTING NO:**

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**NOT VOTING:**

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9. **Deed**: At closing, Seller shall execute and deliver to the Buyer, a recordable Warranty Deed subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements, if any, so long as they do not interfere with the residential use and enjoyment of the property; and general real estate not due and payable at the time of closing.

10. **Townhomes/Condominiums**: If applicable, Seller shall provide a current paid assessment letter as well, if applicable, a waiver of right of first refusal from the relevant association/board. Additionally, Seller shall deliver to Buyer a condominium declaration and/or bylaws/rules and regulations and the prior and current year's operating budgets within 14 days of acceptance hereof. If the right of first refusal is exercised, this contract shall be null and void, and the earnest money will be returned to Buyer. Buyer shall reimburse Seller for any actual costs incurred in procuring these documents and if closing is terminated by Buyer for any reason the costs shall be deducted from the earnest money prior to returning to Buyer.

11. **Closing**: shall take place on or before *August 31, 2022* and will be held at a branch office of the title company in which title was ordered.

12. **Possession**: Seller agrees to surrender possession on or before closing. Failure to surrender possession at closing constitutes a material breach of this contract, and Buyer may choose to terminate this Contract.

13. **Attorney Review**: It is agreed by and between the parties hereto that their respective attorneys have had an opportunity to review the terms of this agreement and as such there shall be no further attorney review.

14. **Inspection Contingency**: Buyer hereby acknowledges it has had ample opportunity to conduct an inspection of the property and therefore there shall be no inspection contingency.

15. **Closing Costs**:

Seller:

- (a) Its legal expenses
- (b) Real Estate Broker's commission, if applicable
- (c) Any other closing costs charged to Seller that are not charged to Buyer and are not otherwise allocated pursuant to this Section.

Buyer:

- (a) Preparation of the Deed and documents required of Seller
- (b) Preparation of the documents required of Buyer
- (c) Its legal expenses, if any
- (d) Title Company closing escrow fees
- (e) The cost of the Owner's title insurance policy providing extended coverage
- (f) Survey if requested or required by the Title Company
- (g) Recording fees for the Deed
- (h) Any other closing costs charged pursuant to Buyer that are not otherwise allocated pursuant to this Section.

- 16. Closing Documents:** Seller agrees to furnish to Buyer a Warranty Deed pursuant to the terms set forth in paragraph 9 above, a Bill of Sale for all items of personal property and fixtures being transferred with the property, an Affidavit of Title subject to only those items set forth herein, and an ALTA statement.
- 17. Survey:** Prior to closing, Buyer may obtain at its sole cost and expense a survey prepared by an Illinois licensed land surveyor, dated not more than 6 months prior to date of closing hereof showing the present location of all improvements.
- 18. Default and Remedies:** In the event of a default by Buyer, Seller may bring an action in law or in equity to enforce the terms of this Contract, and/or recover any damages incurred due to Seller's default. In the event of a default by Seller, return of the earnest money will be Buyer's sole remedy as liquidated damages. Buyer waives any right to specifically enforce this Contract.
- 19. Notices:** All notices herein required shall be in writing and shall be served upon the parties at the addresses following their signatures or upon a party's attorney. Notices may be sent by personal service, U.S. mail, facsimile with proof of transmission or email. Time is of the essence of this Contract. Electronic signatures are sufficient to execute this Contract.
- 20. "As Is" Condition:** This Contract is for the sale and purchase of the Real Estate and personal property in its "As Is" condition as of the date of acceptance. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property other than those known defects, if any, herein disclosed.

**BUYER:**

\_\_\_\_\_ 20\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Buyer Name/Representative

\_\_\_\_\_  
Buyer Signature

**SELLER:**

July 15 20 22  
Date of Acceptance

Daza Builders (TD) / Carlos Mendez  
Seller Name/Representative

Carlos Mendez  
Seller Signature

**THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES**



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 403-22**

**File ID:** 403-22

**Type:** Ordinance

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/22/2022

**Department:** Legal

**Final Action:**

**Title:** Ordinance Authorizing a Budget Amendment for the Purchase of 1000 N.  
Center Street

**Agenda Date:** 08/02/2022

**Attachments:** Ordinance, Purchase Contract

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/26/2022	Sabrina Spano	Approve	7/27/2022
1	2	7/27/2022	James V. Capparelli	Approve	7/28/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 405-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

**A Resolution Approving Dedication of a 0.18-Acre Portion of Spencer Road and a 0.85-Acre Portion of Spencer Road as Public Right of Way.**

**BACKGROUND:**

The subject Resolution approving dedication of a 0.18-acre portion of Spencer Road and a 0.85-acre portion of Spencer Road as public right of way is tied to a previously approved annexation associated with 97.1 acres of land located at the southeast corner of Cherry Hill Road and Spencer Road. The annexation, zoning reclassification to I-1 (light industrial) district, annexation agreement and supplementary road dedications were approved by the City Council at its May 17, 2022, meeting at the request of the developer, Northern Builders, Inc. The subject dedication of public right of way was omitted from those approvals at that time.

The proposed dedication of public right of way is located east of the annexing property, along the north side of Spencer Road. Per the previously approved annexation agreement, the intent is to construct this segment of Spencer Road to the same three-lane road standard that will be constructed to the west. However, watermain, sanitary sewer, sidewalks, street lighting, and landscaping will be deferred until the developer constructs buildings on the north side of Spencer Road.

The annexation request was brought to the Council with intent to develop a future light industrial use on the 97.1-acre parcel. 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. The site is currently undeveloped farmland.

**CONCLUSION:**

The subject dedication of a 0.18-acre portion of Spencer Road and a 0.85-acre portion of Spencer Road was omitted from the previously approved right of way dedications associated with the annexation of 97.1 acres of land located at the southeast corner of Cherry Hill Road and Spencer Road. Acceptance of the subject dedication will allow for a continued three-lane road east of the annexed property, with construction of future public improvements along the north side of Spencer Road as the adjoining property develops in the future.

**RECOMMENDATION:**

The Administration recommends that the Mayor and City Council adopt the following:

1. A Resolution Approving Dedication of a 0.18-Acre Portion of Spencer Road and a 0.85-Acre Portion of Spencer Road as Public Right of Way.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING DEDICATION OF A 0.18-ACRE PORTION OF SPENCER ROAD  
AND A 0.85-ACRE PORTION OF SPENCER ROAD AS PUBLIC RIGHT OF WAY.  
(2751 Spencer Road)**

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

**SECTION 1:** This Plat of Dedication between the City of Joliet and Cherry Hill South LLC, 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 Plat of Dedication on behalf of the City of Joliet.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_

PIN #: 15-08-19-400-005-0000  
ADDRESS: 2751 Spencer Road  
PLAN COMMISSION APPROVED: Yes  
CED DOC. NO.: A-6-22  
COUNCILMANIC DISTRICT NO.: 5

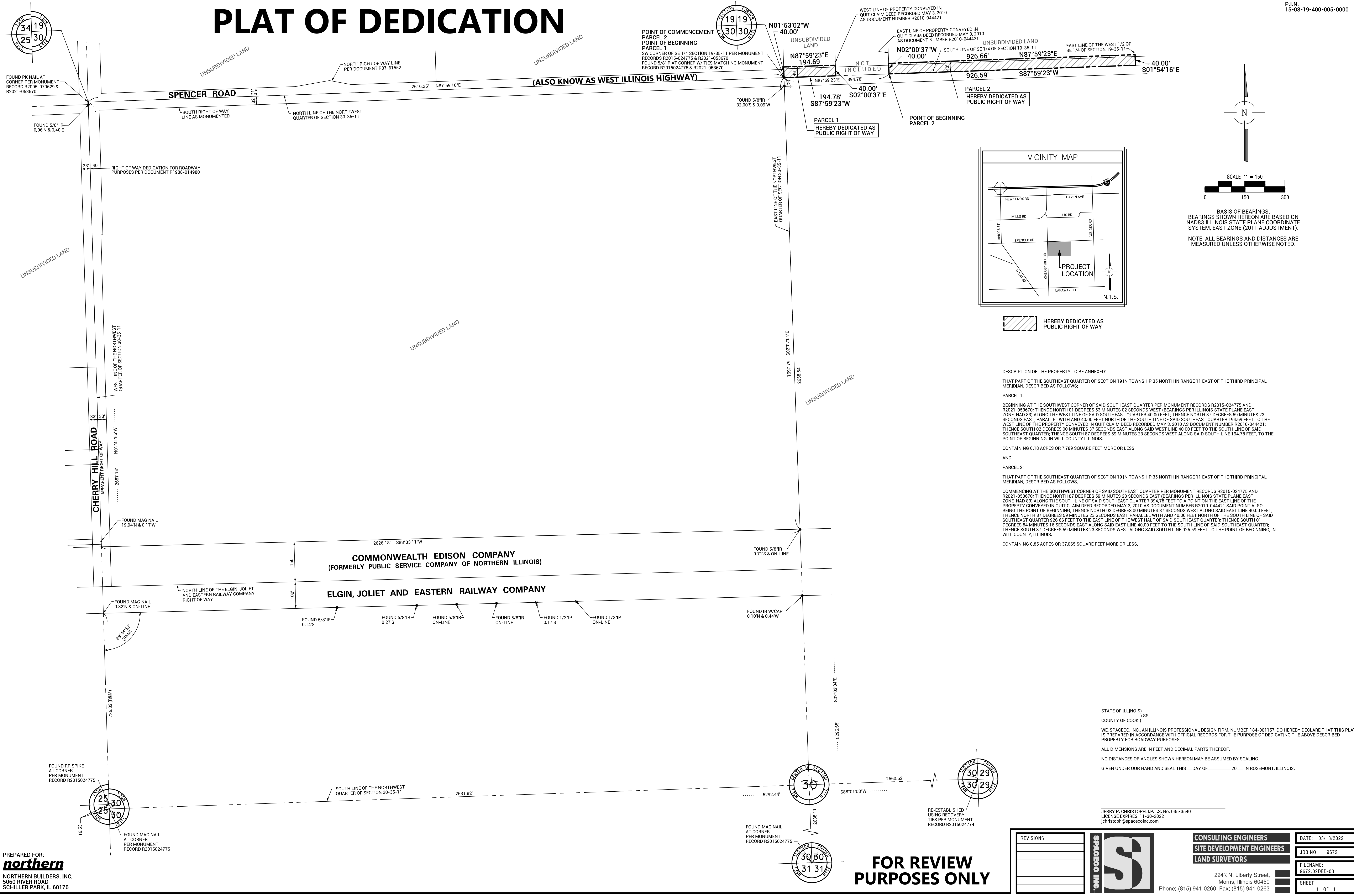
PREPARED BY: Ray Heitner, Planner, City of Joliet, 150 W. Jefferson St., Joliet, IL 60432  
RETURN TO: City of Joliet, City Clerk's Office, 150 W. Jefferson St., Joliet, IL 60432

**EXHIBIT "A"**

Plat of Dedication to be inserted.

# PLAT OF DEDICATION

P.L.N.  
15-08-19-400-005-000



PREPARED FOR:  
**northern**  
NORTHERN BUILDERS, INC.  
5060 RIVER ROAD  
SCHILLER PARK, IL 60176

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

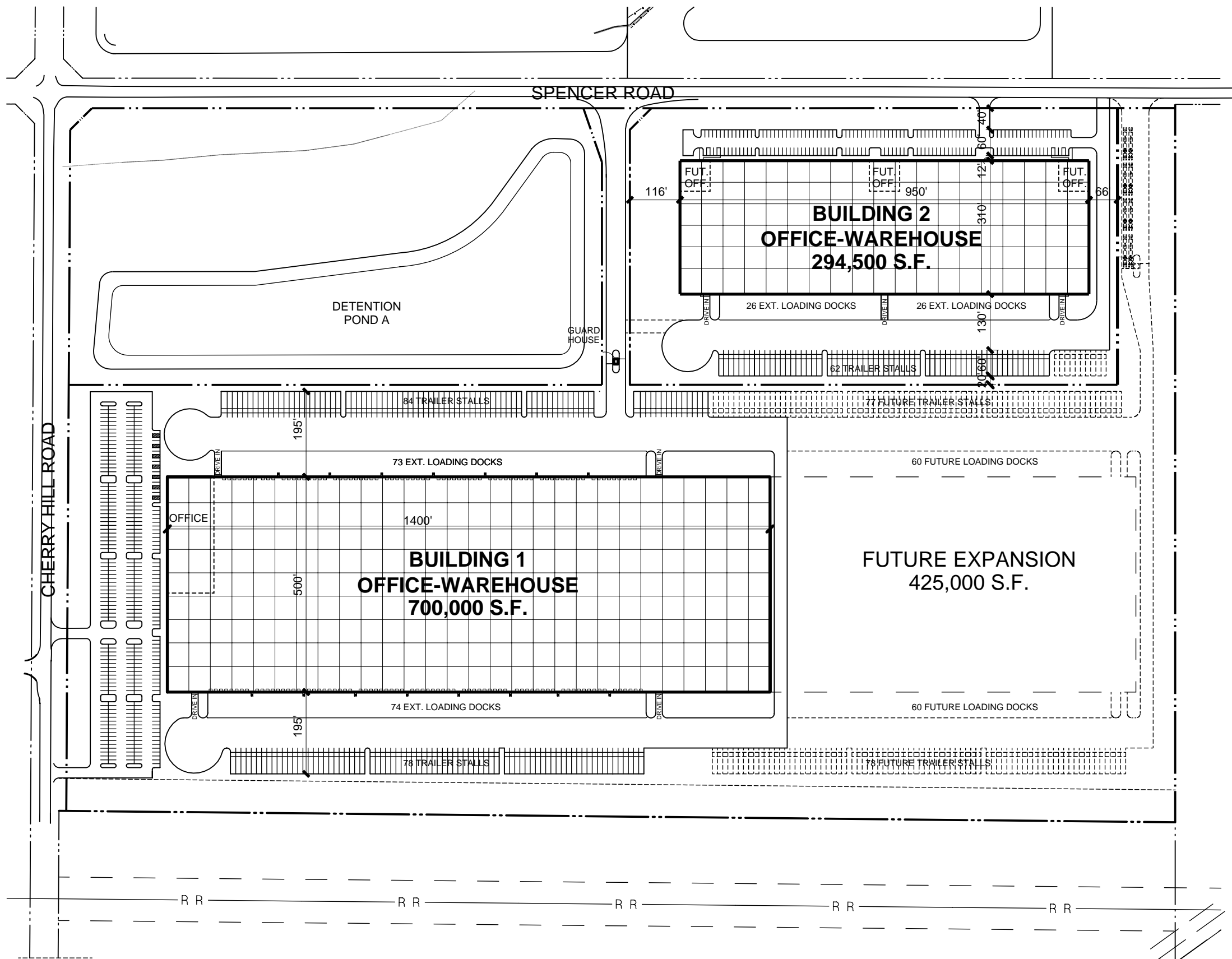
WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157, DO HEREBY DECLARE THAT THIS PLAT IS PREPARED IN ACCORDANCE WITH OFFICIAL RECORDS FOR THE PURPOSE OF DEDICATING THE ABOVE DESCRIBED PROPERTY FOR ROADWAY PURPOSES.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.  
NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.  
GIVEN UNDER OUR HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ IN ROSEMONT, ILLINOIS.

JERRY P. CHRISTOPH, I.P.L.S. No. 036-3540  
LICENSE EXPIRES: 11-30-2022  
jchristoph@spacecoinc.com

REVISIONS:	DATE: 03/18/2022
	JOB NO: 9672
	FILENAME: 9672.02DED-03
	SHEET 1 OF 1
CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	224 1/2 N. Liberty Street, Morris, Illinois 60450 Phone: (815) 941-0260 Fax: (815) 941-0263





# EXHIBIT E-CONCEPT SITE PLAN

CONCEPTUAL NEW FACILITY FOR:  
**OFFICE/WAREHOUSE**  
JOLIET, ILLINOIS

**SITE AREA (±97.10 AC.)** ±4,229,850 S.F.

**DETENTION**  
POND AREA(±18.15 AC.) ±790,961 S.F.

<b>BUILDING 1</b>	
<b>SITE AREA (±62.27 AC.)</b>	±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.

<b>PARKING</b>	
PARKING PROVIDED	400 STALLS
<b>TOTAL EXTERIOR DOCKS</b>	147 DOCKS
<b>FUTURE EXTERIOR DOCKS</b>	120 DOCKS
<b>TOTAL EXTERIOR TRAILERS</b>	158 STALLS
<b>FUTURE EXTERIOR TRAILERS</b>	156 STALLS
<b>DRIVE IN DOORS</b>	4 DOORS
<b>CLEAR HEIGHT</b>	40'-0"

<b>BUILDING 2</b>	
<b>SITE AREA (±16.67 AC.)</b>	±726,486 S.F.
OFFICE	15,000 S.F.
WAREHOUSE	279,500 S.F.
TOTAL BUILDING AREA	294,500 S.F.

<b>PARKING</b>	
PARKING PROVIDED	167 STALLS
<b>TOTAL EXTERIOR DOCKS</b>	52 DOCKS
<b>TOTAL EXTERIOR TRAILERS</b>	62 STALLS
<b>FUTURE EXTERIOR TRAILERS</b>	10 STALLS
<b>DRIVE IN DOORS</b>	3 DOORS
<b>CLEAR HEIGHT</b>	40'-0"

## SITE PLAN

221266 KJB 3-16-2022 0 50' 150' 350' 500' ↑



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 405-22**

**File ID:** 405-22

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/20/2022

**Department:** Planning and Zoning

**Final Action:**

**Title:** **A Resolution Approving Dedication of a 0.18-Acre Portion of Spencer Road and a 0.85-Acre Portion of Spencer Road as Public Right of Way.**

**Agenda Date:** 08/02/2022

**Attachments:** Resolution, Plat of Dedication\_Spencer Road - East of  
Subject Property, Concept Site Plan

**Entered by:** rheitner@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/26/2022	Jim Torri	Approve	7/28/2022
1	2	7/26/2022	Eva-Marie Tropper	Approve	7/28/2022
1	3	7/26/2022	Sabrina Spano	Approve	7/28/2022
1	4	7/27/2022	James V. Capparelli	Approve	7/28/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 406-22

**Agenda Date:** 8/2/2022

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Authorizing Approval and Execution of a Real Estate Sales Agreement for the Purchase of Real Property (McDonough and Stryker Avenue)

**BACKGROUND:**

The Alternative Water Source Program to deliver Lake Michigan water to Joliet and the region will require improvements to Joliet's waterworks system to convey Lake Michigan water throughout the distribution system. These improvements include the addition of pumping stations and storage tanks at new sites which will require the acquisition of real estate.

One of these sites is located at the southeastern corner of McDonough and Stryker Avenue. This location will include a pump station, a water storage tank and space for a future water storage tank.

The City conducted negotiations per the Uniform Relocation Assistance and Real Property Acquisition Act with the owner, Stryker Avenue, LLC, and negotiated a purchase price, in the amount of \$650,000.00, which will be paid for with funds from the Water Replacement Fund (Org 53100000, Object 557200).

<u>Address</u>	<u>Tax ID #</u>	<u>Purchase Price</u>
SE Intersection of McDonough and Stryker Ave.	30-07-17-330-028	\$650,000.00

**RECOMMENDATION:**

The Administration recommends the Mayor and City Council adopt the attached Resolution (a) approving and authorizing the Mayor and City Clerk to execute and seal the Real Estate Sales Agreement for the Purchase of Real Property at the southeastern intersection of McDonough and Stryker Avenue in the amount of \$650,000.00, which is substantially the same as the attached Exhibit A and (b) authorizing the City Manager or his designee to take such actions as may be necessary for the City to comply with the terms of the Agreement and complete the acquisition of the property.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF A REAL ESTATE  
SALES AGREEMENT FOR THE PURCHASE OF REAL PROPERTY  
(MCDONOUGH AND STRYKER AVENUE)**

**WHEREAS**, the City of Joliet (the “City”) provides potable water service through its water system to its water customers (“Water Service”); and

**WHEREAS**, the provision of water service is a matter essential to the public health, safety, and welfare; and

**WHEREAS**, a safe, reliable, and ample supply of water is essential to providing cost effective water service; and

**WHEREAS**, the City's water service uses groundwater as its supply source; and

**WHEREAS**, the City’s existing water source, the deep groundwater aquifer, will be depleted to the point of not being able to meet the City’s maximum day water demands by the year 2030; and

**WHEREAS**, the City conducted an Alternative Water Source Study to determine alternative water sources which could be used by not only the City of Joliet, but possibly the region as a long-term, sustainable, reliable water source; and

**WHEREAS**, in January 2021, the City Council selected purchasing Lake Michigan water from the City of Chicago as its alternative water source; and

**WHEREAS**, improvements to the current Joliet waterworks system are needed to accept delivery of Lake Michigan water from the City of Chicago; and

**WHEREAS**, the acquisition of certain real property located at Stryker and McDonough in Joliet, Illinois (“Property”) has been identified as a necessary parcel to facilitate the building of the waterworks system; and

**WHEREAS**, the City and owner of a needed parcel of property have negotiated the terms of an agreement for the sale of said property to the City consistent with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act; and

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

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET  
PURSUANT TO ITS STATUTORY AND HOME RULE POWERS 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 Real Estate Sales Agreement for the Purchase of Real Property, which is substantially the same as the attached, incorporated herein as Exhibit A is hereby approved.

**SECTION 3:** The Mayor and City Clerk are hereby authorized to execute and seal the Real Estate Sales Agreement. The City Manager or his designee is hereby authorized to take such actions as may be necessary for the City to comply with the terms of the Agreement and complete the acquisition of the Property.

**SECTION 4:** 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 5:** All resolutions or parts thereof in conflict with the terms 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 August 2022.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_

## REAL ESTATE SALES AGREEMENT

1. **Purchaser/Price/Property.** The City of Joliet, an Illinois home rule municipal corporation ("City" or "Purchaser"), agrees to purchase at a price of \$650,000.00 (Six Hundred Fifty Thousand Dollars and Zero Cents) on the terms set forth herein, the real estate property described in Exhibit A ("Property"). In the event the legal description for the Property is not available at the time this Agreement is signed by the Parties hereto, Purchaser may insert the legal description from the title commitment/policy into this Agreement after the title policy is received. Within five (5) days after the execution of this Agreement, Purchaser shall deposit with the Title Company the amount of \$1,000.00 as earnest money, to be held by the Title Company pursuant to the terms of the Title Company's customary strict joint order escrow instructions.

2. **Sellers/Deed.** Stryker Avenue, LLC, an Illinois Limited Liability Company, ("Seller") agrees to sell the Property identified in Exhibit A, attached hereto and made a part hereof, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, or Purchaser's nominee, title thereto by a good and sufficient recordable warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions, and restrictions of record; (b) private, public and utility easements, and roads and highways, if any; (c) general taxes for the year 2021 (payable in 2022), which are not yet due and payable at closing; and (d) general taxes for the year 2022 (payable in 2023) which are not yet due and payable at closing.

3. **Closing.** The closing date shall be on or before September 1, 2022 or on the date, if any, to which such time is extended by reason of Paragraph 13 hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise. If the scheduled Closing Date does not fall on a business day, the Closing Date shall be the next business day thereafter.

4. **Closing Escrow.** On or prior to the Closing Date, Purchaser and Seller shall establish an escrow with the Title Company through which the transfer of the Property shall be closed ("Closing Escrow"). The escrow instructions establishing the Closing Escrow shall be in the form customarily used by the Title Company with such special provisions added thereto as may be required to conform to the provisions of this Agreement. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner be superseded by the escrow. The escrow costs and fees shall be paid by Purchaser.

5. **Possession.** At closing, Seller shall deliver possession of the Property to Purchaser.

6. **Seller's Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the

Title Company (or deliver to Purchaser or its designee) the following, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the Property to Purchaser.
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Property.
- (iii) An Affidavit of Title signed by Seller of the Property in the customary form.
- (iv) A Bill of Sale for all improvements and fixtures located on the Property, if any, in customary form.
- (v) All documents necessary to release any mortgages, liens or other interests in the Property, if any.
- (vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

**7. Purchaser's Deliveries.** On Closing Date, provided all conditions and contingencies have been satisfied, Purchaser shall deposit with the Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser less any applicable credits.
- (iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required in order to consummate the transaction hereby.

**8. Joint Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, the Parties shall jointly deposit with the Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State and county, if applicable, transfer tax declarations and any required forms completed to establish that the transfer is exempt from any State,

County, or City real estate transfer taxes that is applicable because the transfer is made by a public entity.

**9. Closing Costs.** The Closing costs shall be paid as follows:

By Seller:

- (a) Its legal expenses
- (b) Real Estate Broker's commission
- (c) Any other closing costs charged to Seller that are not charged to Purchaser and are not otherwise allocated pursuant to this Section.

By Purchaser:

- (a) Preparation of the Deed and documents required of Seller
- (b) Preparation of the documents required of Purchaser
- (c) Its legal expenses, if any
- (d) Title Company closing escrow fees
- (e) The cost of the Owner's title insurance policy providing extended coverage
- (f) Survey if requested or required by the Title Company
- (g) Recording fees for the Deed
- (h) Any other closing costs charged pursuant to Purchaser that are not otherwise allocated pursuant to this Section.

**10. Broker Involvement.** Seller represents to Purchaser that it used the services of a real estate broker and that a broker's commission needs to be paid. Purchaser represents to Seller that it did not use the services of any real estate broker and that no broker's commission needs to be paid. Seller represents that one or more members of Seller are licensed Real Estate Brokers.

**11. Plat of Survey and Other Documents.**

- (i) Purchaser, at its own expense, shall have a current ALTA plat of survey prepared for the Property certified by the surveyor as having been made in compliance with the Illinois Land Survey Standards. The survey shall comply with all requirements that are sufficient for the Title Company to provide Purchaser with extended title insurance coverage at closing.
- (ii) Seller shall provide to Purchaser, no later than August 5, 2022, any and all previous studies conducted on or regarding the Property, including but not



limited to, previous surveys, geotechnical studies, wetland studies, and environmental surveys and studies.

**12. Title Commitment.** Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than fifteen (15) days prior to the time of closing, the plat of survey and a title commitment for an owner's title policy issued by the Title Insurance Company in the amount of the purchase price, covering title to the Property on or after the date hereof, showing title in the intended Seller subject only to (a) the general exceptions contained in the policy; (b) the title exceptions set forth above; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller shall also furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey or title commitment as to which the title insurer commits to extend insurance in the manner specified in paragraph 13 below. The cost of the Owner's title insurance policy providing extended coverage for Purchase shall be paid by Purchaser.

**13. Survey Defects.** If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "survey defects"), Seller shall have ten (10) days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be no later than fifteen (15) days after delivery of the commitment or the time expressly specified in paragraph 6, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within five (5) days after the expiration of the ten -day period, to take title as it then is. If Purchaser does not so elect, this Agreement shall become null and void without further action of the Parties.

**14. Real Estate Taxes and Prorations.** Proratable items shall be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, Special Service Area or Special Assessment Area tax for the year of Closing only, utilities, and water and sewer. Any and all unpaid real estate taxes due and payable prior to closing shall be paid by Seller prior to closing out of the closing proceeds. If necessary, Seller shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company's requirements pertaining to its payment of previously due but unpaid real estate taxes.

Real estate taxes not yet due and owing at the time of closing shall be prorated at closing with Seller giving Purchaser a credit at closing of an amount equal to the prorated amount of real estate taxes that are not yet due and owing through and including the date of closing.

The general real estate taxes shall be prorated to and including the date of Closing based on 105% of the most recent ascertainable full year tax bill. All general real estate prorations shall be final as of closing.

**15. Real Estate Transfer Taxes.** At closing, Seller and Purchaser shall execute a completed Real Property Transfer Tax Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the transfer of the Property to Purchaser as being exempt from the provisions of the Real Estate Transfer Tax Act as well as any documents required by the County and municipality in which the Property is located.

**16. Personal Property.** All personal property and fixtures located on or within the Property, if any, shall be transferred to Purchaser at closing by a Bill of Sale which is in a form acceptable to Purchaser.

**17. Purchaser's Due Diligence Period and Right to Cancel.** Purchaser shall have until 4:30 p.m. on August 19, 2022 to evaluate the Property and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the Property and all conditions affecting the Property and to determine, in its sole discretion, that the physical and environmental condition as well as all other circumstances relevant to the Property are satisfactory to Purchaser in all respects. From and after the date of this Agreement through the expiration of the Feasibility Period, Seller shall permit, upon reasonable advance notice, Purchaser and Purchaser's representatives access to and entry upon the Property and any improvements located thereon for the purpose of conducting any inspections desired by Purchaser. Purchaser may terminate this Agreement at any time during the Feasibility Period for any reason by giving written notice to Seller and, upon termination, Purchaser shall be refunded all of its earnest money, if any. If Purchaser does not timely give a notice of termination under this paragraph, then Purchaser shall be deemed to have waived its conditions and rights under this Paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

At Purchaser's sole expense, Purchaser or its authorized representatives, agents, employees, lenders, contractors, architects and engineers designated by Purchaser ("Purchaser's Representatives") shall have the right to enter upon the Property and all structures located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the Property. Purchaser shall restore any damage to the Property caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance

of any excavation/boring. Purchaser shall indemnify and hold Seller and Seller's officers, directors, shareholders, members, managers, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representative with respect to Purchaser's inspection. The obligations set forth in this paragraph 17 with respect to repair and restoration of the property and indemnification shall survive termination.

The Parties may agree to extend Purchaser's Feasibility Period by agreement.

**18. Uniform Vendor and Purchase Risk Act.** The provisions of the Uniform Vendor and Purchase Risk Act of Illinois shall be applicable to this Agreement.

**19. IRS Section 1445.** Each Party represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that it is exempt from the withholding requirements of said Section. Each Party will furnish to the other Party at closing the Exemption Certification set forth in said Paragraph.

**20. Condition of the Property.** Purchaser agrees to accept the Property in its "as-is" condition, and Seller disclaims all warranties express or implied as to the condition of the Property. To the fullest extent permitted by law, Purchaser shall defend, indemnify, and hold harmless Seller and its officers, employees, and agents from and against all claims, damages, losses, fines, expenses, costs and attorneys' fees arising out of or resulting from the condition of the Property including, but not limited to, any hazardous, toxic or dangerous substance or material located upon the Property and the remediation, clean-up, and removal of any such hazardous substance located on the Property.

**21. Default.** If any Party defaults under this Agreement, the other Party may waive the default and proceed to closing, seek specific performance, or terminate this Agreement with both Parties being relieved of all further obligations under this Agreement, except for those obligations which survive termination. In the event that Purchaser terminates this Agreement as a result of a default by Seller, Purchaser shall be entitled to a return of the Earnest Money. In the event that Seller terminates this Agreement as a result of a default by Purchaser, Seller shall be entitled to the Earnest Money. Except for failure to close on the Closing Date, a Party may not exercise its remedies until after it delivers notice of the alleged default to the other Party and the other Party fails to cure within ten (10) days after receipt of the default notice. The remedies provided herein shall be the sole and exclusive remedies for either Party's default under this Agreement.

**22. Time is of the Essence.** Time is of the essence for this Agreement.

**23. Notices.** All notices herein required shall be in writing and shall be served on the Parties at the addresses following their signatures, with notices to the Purchaser to the attention of Sabrina Spano, Corporation Counsel. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

**24. Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment adopted and executed by the Parties.

**25. Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

**26. Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

**27. Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

**28. Execution.** All the Parties to this Agreement represent that they are authorized to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all requisite authorization on the dates set forth below.

**PURCHASER**

City of Joliet  
150 West Jefferson St.  
Joliet, IL 60432-4148

By:

\_\_\_\_\_  
Robert O'Dekirk, Mayor

Date: \_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Christa M. Desiderio, City Clerk

**SELLER**

Stryker Avenue, LLC  
108 Rivers Edge Court  
Minooka, IL 60447

By:

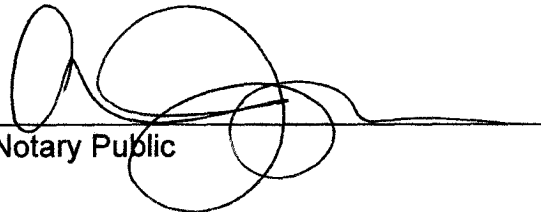
  
Printed Name: N. GENE BRISCOE  
Title: MEMBER  
Date: 7-20-2021

STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF WILL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on July 20<sup>th</sup>, 2022, 2022, N. Gene Briscoe, personally known to me to be the same person whose name is subscribed to the foregoing Real Estate Sales Agreement, acknowledged that he signed, sealed and delivered the said instrument in his capacity as the Seller of Stryker Avenue, LLC, as the free and voluntary act of Stryker Avenue, LLC for the uses and purposes therein set forth.



(NOTARY SEAL)

  
Notary Public

**EXHIBIT A TO REAL ESTATE SALES AGREEMENT**  
**(Legal Description of Property)**

THE NORTH 10 ACRES OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, LYING WEST OF THE FOLLOWING DESCRIBED LINE: SAID LINE BEING A STRAIGHT LINE FROM A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 630.75 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER WHICH IS 630.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 30-07-17-330-028

Common Address: SE Intersection of McDonough and Stryker Avenue, Joliet, IL 60436



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 406-22**

**File ID:** 406-22

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Legal

**Final Action:**

**Title:** Resolution Authorizing Approval and Execution of a Real Estate Sales Agreement for the Purchase of Real Property (McDonough and Stryker Avenue)

**Agenda Date:** 08/02/2022

**Attachments:** Resolution, Stryker Ave Signed with Exhibit

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/26/2022	Allison Swisher	Approve	7/28/2022
1	2	7/27/2022	James Ghedotte	Approve	7/28/2022
1	3	7/27/2022	Sabrina Spano	Approve	7/29/2022
1	4	7/27/2022	James V. Capparelli	Approve	7/29/2022





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 407-22

**Agenda Date:** 8/2/2022

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**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Appropriating Motor Fuel Tax Funds for the 2022 Arterial Resurfacing Contract - MFT Sect. No. 22-00552-00-RS in the amount of \$2,340,535.07

**BACKGROUND:**

The 2022 Arterial Roadway Resurfacing Contract includes resurfacing projects on various streets throughout the City and is funded by Motor Fuel Tax Funds. The Public Service Committee reviewed this memo at the July 18, 2022, meeting and recommended for approval by Full Council.

**CONCLUSION:**

Funding for this project will come from Motor Fuel Tax (MFT) Funds. Since Motor Fuel Tax Funds are used for this project, the State of Illinois requires the Mayor and City Council to approve a MFT Resolution. Please find attached a Motor Fuel Tax Resolution appropriating \$2,340,535.07 for the 2022 Arterial Roadway Resurfacing Project.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the MFT resolution appropriating Motor Fuel Tax Funds.



Section Number

22-00552-00-RS

Local Public Agency Type

Contract or Day Labor

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various	5.18			

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

HMA Surface Removal, HMA Binder and HMA Surface, curb and gutter removal and replacement, sidewalk removal and replacement, structure adjustments, striping and all other appurtenances to complete the work

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

Council \_\_\_\_\_ of Joliet \_\_\_\_\_ at a meeting held on \_\_\_\_\_  
Governing Body Type                      Name of Local Public Agency                      Date

(SEAL)

\_\_\_\_\_

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## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

### Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

## Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.  
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 407-22**

**File ID:** 407-22

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/21/2022

**Department:** Public Works

**Final Action:**

**Title:** Resolution Appropriating Motor Fuel Tax Funds for the 2022 Arterial Resurfacing Contract - MFT Sect. No. 22-00552-00-RS in the amount of \$2,340,535.07

**Agenda Date:** 08/02/2022

**Attachments:** Resolution

**Entered by:** jnordman@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/22/2022	Greg Ruddy	Approve	7/25/2022
1	2	7/22/2022	James Ghedotte	Approve	7/26/2022
1	3	7/22/2022	Sabrina Spano	Approve	7/26/2022
1	4	7/22/2022	James V. Capparelli	Approve	7/26/2022



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 408-22

**Agenda Date:** 8/2/2022

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**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Authorizing the Execution of an Agreement for the Lease and Operation of Duly Health Care Field

**BACKGROUND:**

The current lease with the Joliet Slammers is expiring soon; city staff have negotiated a new lease with the organization. Key points are below.

The term of the lease shall be until 2028.

Rent shall be increased to \$90,000 annually and will increase to \$105,000 in 2026.

The City shall have the right, but not the obligation to approve any naming rights

The team shall have the right to install an electronic message board outside the stadium

This item was approved by the Stadium Committee.

**RECOMMENDATION:**

It is recommended that a Resolution approve this Resolution authorizing the execution of an Agreement for the Lease and Operation of Duly Health Care Field.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR  
THE LEASE AND OPERATION OF DULY HEALTH CARE FIELD  
(Lease with Joliet Slammers)**

**WHEREAS**, the City of Joliet is currently leasing the baseball stadium to Joliet Community Baseball and Entertainment, LLC, the entity that operates the Joliet Slammers; and

**WHEREAS**, the current lease expires on September 30, 2023; and

**WHEREAS**, the Mayor and City Council recognize the importance of opportunities for family oriented recreation to the community; and

**WHEREAS**, the Mayor and City Council recognize that the Joliet Slammers provide such an opportunity; and

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

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET  
PURSUANT TO ITS STATUTORY AND HOME RULE POWERS 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 Mayor and City Clerk are hereby authorized to execute the Agreement for the Lease and Operation of Duly Health Care Field, which is substantially the same as Exhibit "1" attached hereto and incorporated herein. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

**SECTION 3:** This Resolution is hereby passed pursuant to the City of Joliet's home rule authority.

**SECTION 4:** 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.

**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 \_\_\_\_\_, 2022.

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**MAYOR**

---

**CITY CLERK**

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_



**AGREEMENT FOR THE LEASE  
AND OPERATION OF Duly Health & Care Field**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of August, 2022, by and between the **CITY OF JOLIET**, an Illinois municipal corporation and home rule unit of local government, as Lessor, (hereinafter the "City"), and **JOLIET COMMUNITY BASEBALL AND ENTERTAINMENT, LLC**, a Minnesota limited liability company, as Lessee, (hereinafter the "Team"; City and Team collectively referred to as "Party" or "Parties").

**PREAMBLE**

**WHEREAS**, the City has leased its stadium, which is located upon the real property described and shown on Exhibit "A" (hereinafter the "Stadium") to Team since 2012, and the Team has provided a quality family-oriented amenity for the residents of the City and promoted the economic development of the Joliet City Center and nearby areas in an exemplary manner since that time; and

**WHEREAS**, the current lease between the City and Team will expire on September 30, 2023; and the City and Team both desire to enter into a new, long term lease which would permit the Team to continue to use the Stadium for the purpose of playing baseball games and for other appropriate purposes permitted by this Agreement and the Team has agreed to use the Stadium for those purposes; and

**WHEREAS**, the Team has also agreed to serve as the Facility Manager of the Stadium as set forth in this Agreement at a quality level comparable to other successful organized baseball organizations and in a manner befitting a family entertainment venue.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

**1. DEFINITIONS**

As used in this Agreement, the following words and terms shall have the following meanings:

(a) *"Championship Season"* shall mean the regular annual period of play of baseball games by the member clubs of the Frontier League, or any other approved organized minor league baseball league which the Team may join, including any playoff games or any championship series playoff games, resulting in the determination of one of the members of the League as the champion thereof. A Championship Season shall consist of the required number of scheduled League games.

(b) *"Hazardous Materials"* shall mean any substance or material now or hereafter defined or listed by any governmental authority with competent jurisdiction as

a regulated or hazardous substance, material or waste, including asbestos and petroleum products if so defined or listed.

(c) *"Home Game"* shall mean any Team Baseball Game or League Game scheduled to be played or actually played at the Stadium during any Lease Year. Home Games shall also include, but shall not be limited to, exhibition games, all-star games, playoff games and other baseball games held at the Stadium.

(d) *"League"* shall mean the Frontier Professional Baseball, Inc., an organized baseball league, as now or as hereafter constituted and with whom the Team has executed an agreement to become a member, or such successor or other successful organized baseball organization, league or association of minor league baseball clubs of which the Team may from time to time be a member, provided the City shall have consented thereto, which consent shall not be unreasonably withheld, delayed or conditioned.

(e) *"League Games"* shall mean Team Baseball Games and other baseball games played at the Stadium under the auspices of the League, including but not limited to all-star games and playoff games.

(f) *"League Schedule"* shall mean the schedule officially adopted and published by the League for each Championship Season which sets forth a listing of the baseball games to be played during each such Championship Season by League clubs as the competition among such clubs resulting in the determination of one of the clubs as the champion of the League of the Championship Season and the dates and the locations at which all of such games are scheduled to be played. Pre-season exhibition games played by the Team at a non-League facility situated more than 200 miles from the Stadium with the team nominally designated as the home team shall not constitute a League Game or a Home Game.

(g) *"Lease Year"* shall mean that period commencing on October 1 and ending on the September 30 next immediately following.

(h) *"Non-Team Event"* shall mean any event or practice not held and not sponsored by Team.

(i) *"Person"* shall mean any association, individual, corporation, governmental entity, partnership, joint venture, business association, estate or any other organization or entity.

(j) *"Stadium"* shall mean the "Duly Health & Care Field," or such other name as it may be called following the execution of this Agreement, and its appurtenances, in which the Team shall play all its Home Games. The Stadium does not include the Miracle League Field, stands and related appurtenances.

(k) *"Suite"* shall mean an unfurnished room on the third level of the Stadium designed to be exclusively used by a client paying a special license fee and having a view of the playing field and direct access to a reserved outdoor seating area. "City Suite" shall mean a Suite reserved for the exclusive use of the City.

(l) *"Team Event"* shall mean a Home Game, League Game or any other event or practice held or sponsored by Team.

(m) *"Team Office"* shall mean that portion of Team Space situated on the first level of the Stadium regularly used by the Team as its principal business office.

(n) *"Team Space"* shall mean those areas of the Stadium designated, which the Team shall typically have for its exclusive use during the term of the Agreement. This would include the Team Office, the area formerly housing the Joliet Sports Hall of Fame ("Hall of Fame Room"), and the Suite Level.

(o) *"Team Special Event"* shall mean those events hosted or sponsored by the Team that are not Home Games or League Games.

(p) *"Team Store"* shall mean that portion of Team Space situated on the second level of the Stadium regularly used by the Team for the retail sale of novelties, souvenirs and other merchandise.

## **2. TERM OF LEASE**

The City shall lease the real property described on Exhibit "A" and the Stadium to the Team, and the Team shall lease the real property described on Exhibit "A" and the Stadium from the City, for a six and one half year period, commencing upon the execution date of this agreement and ending on September 30, 2028. The Stadium shall be delivered by the City to the Team **"as is"**, subject to the conditions listed under Section 4 (Capital Repair, Replacement, and Alteration) below. This Agreement shall take effect immediately upon its execution by both parties.

The Team shall have access to the Stadium at all times that this Agreement is in effect. All duly authorized representatives of the City shall have access to areas of the Stadium other than Team Space at any time and on any occasion and access to Team Space upon, forty-eight (48) hours, written notice to the Team stating the purpose of said access. The City does not relinquish and does herein and hereby retain all ownership rights and control associated with the Stadium. Except as otherwise provided in this Agreement, the City hereby retains the right, but does not assume the duty, to enforce all necessary and proper rules for the management, operation and control of the Stadium at its expense.

Upon the termination of this Agreement, the Team shall return the Stadium to its original or subsequently improved condition, ordinary wear and tear excepted. Upon the termination of this Agreement, the Team shall also return to the City, in good working condition, ordinary wear and tear excepted, all equipment and property of the City. The Team shall pay the City any reasonable damages due to the City for damage to the Stadium or the City's property, ordinary wear and tear excepted. The Team and the City shall attempt in good faith to reach an agreement as to the amount of such damages. All buildings and other permanent improvements made, placed or constructed at the Stadium shall be deemed the property of the City upon being placed in service, and the Team shall peaceably and quietly surrender the same, together with the Stadium to the City, upon the termination of this Agreement.

The Team shall have the option to extend this agreement for two (2) successive five (5) year periods ("Extension Terms") under terms and conditions in effect at the time of the expiration of the lease or Extension Term, subject to the approval of City, which approval shall not be unreasonably withheld. These Extension Terms may be exercised by the Team by written notice no later than six (6) months prior to the expiration of the Original Term or Extension Term, whichever is applicable.

### **3. LEASE PAYMENTS**

Team shall make rent payments totaling \$90,000 to City ("Rent") for the 2022-2025 seasons. This amount will increase to \$105,000 per season for the 2026-2028 seasons. The payment amount due to the City in any individual year may be offset in part or in full by payments made by Team or allowances granted to Team for the maintenance and repair of the facility as outlined below in Section 4.

During each individual season one-half of the annual rent due (minus reimbursements or allowances as outlined in Section 4) will be due on May 1 and the balance (minus reimbursements or allowances as outlined in Section 4) will be due on September 30.

### **4. CAPITAL REPAIR, REPLACEMENT AND ALTERATION**

The City and Team agree to share the costs incurred in operating the Stadium and in ensuring that the capital equipment is performing in optimal condition. All capital within the Stadium will be classified as either a Major Operating System ("Major Operating System"), Minor Operating System ("Minor Operating System"), or Team Operating System ("Team Operating System"). The responsibilities for the cost of annual inspection, routine maintenance (including preventative maintenance), repair, and replacement (of individual components or the entire system) will vary by classification. As Facility Manager, Team will coordinate all required activities to perform the necessary inspection, maintenance, repair, and replacement tasks, and for those tasks which are the responsibility of the City will ensure that the process for selecting, managing, and reimbursing vendors is conducted in accordance with City policy. The City shall designate one City employee to act as the designated point of contact for Team. All communication regarding operating systems will go through the point of contact.

The Team shall notify the City immediately upon discovery of needed maintenance, repair and/or replacement that is the City's responsibility based on the classifications below. For maintenance, repairs and/or replacements under \$25,000, the City will provide a written plan for remediation within thirty (30) business days. If no plan is provided, Team will provide a written plan to the City. If the City does not disapprove of the plans within seven (7) business days, the plans shall be deemed to have been approved and the Team can proceed with the necessary work. The Team shall receive a credit against future Rent obligations for any payment the Team makes under this model that is the responsibility of the City.

For maintenance, repairs and/or replacements over \$25,000, Team will provide a written plan for remediation to the City. The City shall provide a response within thirty (30) business days. Such repairs shall be subject to the approval of the City, which shall not be unreasonably withheld.

In the event of an emergency, the Team may immediately initiate remediation and shall notify the City as soon as possible. The City and the Team shall collaborate on the remediation. An emergency shall be defined as a condition which adversely affects the day to day operation of the business, or the health and safety of staff and fans.

For the following Major Operating Systems in the Stadium, City agrees to fund 100% of the costs of annual inspection and certification, routine maintenance, repairs, and replacement (where needed):

- Heating/cooling system, including the RTUs, VAV boxes, associated control systems, and the installation of insulation where required to maximize energy efficiency within the Stadium and permit the usage of the Suite Level and the Hall of Fame Room year round.
- Plumbing system, including the winterization and spring system restart.
- Fire protection system, including the Fire Alarm and the piping/sprinkler system.
- Perimeter physical security system, including the perimeter fence to limit incursions
- Security Alarm systems throughout the Stadium
- Security camera systems throughout the Stadium
- Telecommunications/Ethernet
- Daktronics video board in left field and the control equipment located in the Press Box.
- All elevators in the stadium.
- Backup generator for Stadium safety lighting.
- Roof systems throughout Stadium, including repair/replacement of expansion joints where required.
- Suite Carpet
- Stadium foundation and structural systems
- Exterior structural painting
- Windows throughout the Stadium
- Concrete/asphalt in and around the Stadium, including, but not limited to, sidewalks and the loading dock located along Jefferson Street.
- Front gate digital sign

City and Team have created a set of preferred third-party service providers for each of the above-listed Major Operating Systems, and a schedule both for periodic inspection/certification and more extensive system repairs and replacement, said schedule is included as Exhibit B.

For the Major Operating Systems, City also agrees to pay for repair/replacement/remediation of problems resulting from failure of any Major Operating System.

Utility costs (specifically electricity and gas) shall be split 50/50 (Team pays utility costs in full with City portion reimbursed on a quarterly basis). In the event increased use/rental of the Stadium causes an incremental increase in utility costs, the Team and City shall meet to discuss an appropriate modification of this sub-paragraph, if any.

The City and Team will be jointly responsible for the inspection, maintenance, repair and replacement of the Following Minor Operation Systems (owned by the City):

- Beer lines
- Fixed refrigeration equipment
- Hoods/ventilation equipment in concession stands and main kitchen
- Lighting (interior and exterior)
- Avian control system
- Public Address system, including speakers in the press box and throughout the stadium

Specifically, for the Minor Operating Systems, Team will be responsible for the cost of annual inspection and certification, and also routine maintenance and repair. City will be responsible for the cost of component or unit replacement of equipment in a Minor Operating System. For the Avian control system, City agrees to provide an allowance of \$5,000 annually to Team to share the costs of spike installation and chemicals used in the system.

For the following Team Operating Systems in the Stadium, Team agrees to fund 100% of the costs of annual inspection and certification, routine maintenance, repairs, and replacement (where needed, unless need is caused by the failure of a Major Operating System as outlined above):

- All portable refrigeration equipment
- All portable cooking equipment, including fryers, kitchen grills, and outdoor grills
- All equipment required to operate the Box Office, including ticket printers
- All equipment required to operate the Team Office, including computers, printers, etc.

City also is responsible for repair/replacement of exterior doors/gates when required.

Within 30 days of the end of each quarter, Team shall provide a summary of all expenditures paid by Team pursuant to the agreements contained in this section. Any amounts due to Team will be payable within 15 days of the presentation of said summary of expenditures.

The Team shall have the right to make alterations, improvements and changes in the Stadium ("Team Improvements"). Prior to making any such changes, Team shall obtain City's written approval of the plans. If the City does not disapprove of the plans within thirty (30) working days of their submission, the plans shall be deemed to have been approved. Within that time frame, City also reserves the right to propose a sharing of the potential investment cost with the Team that will have the same effect as a disapproval of the plans.

The Team shall receive a credit against future Rent obligations for the amounts spent on Team Improvements. All Team Improvements shall be the property of the City and the Team's interests are limited to the Rent credit provision outlined above.

The Team may make minor, temporary or non-structural alterations to the Stadium if consistent with the permitted uses of the Stadium. The Team may, without consent of the City and at the Team's expense, make (i) minor, temporary or non-structural alterations to the Stadium if consistent with the permitted uses of the Stadium; (ii) temporary improvements or alterations to accommodate particular events so long as such improvements or alterations are promptly removed and the Stadium is restored to its previous condition; (iii) minor, temporary or non-structural alterations required to comply with any applicable law or any sanctioning association; or (iv) minor, temporary or non- structural alterations resulting from other authorized restorations or repairs.

Alterations to the Stadium proposed by the City during the term of the Agreement that adversely affect Team Space, Team revenue or Team operations shall be subject to the prior approval of the Team, which approval shall not be unreasonably withheld, delayed or conditioned. In addition, such modifications shall not violate National Association of Professional Baseball Clubs requirements existing on the effective date of this Agreement

## **5. *THIRD PARTY BENEFICIARY***

The Team shall be a third-party beneficiary of any warranty or maintenance agreement the City may receive or be a party to pursuant to the Stadium. The City shall convey, transfer and assign to the Team a non-exclusive right to enforce any and all of the respective obligations of any person under said warranty and maintenance contract, including, but not limited to, any and all representations and warranties thereunder.

## **6. SCHEDULED USE OF STADIUM**

The Team shall have exclusive use of the Stadium for the purpose of conducting Team events through the course of this Agreement. Team reserves the right to partner or subcontract with third parties on certain events as desired. League Games that have been duly reserved shall have priority over all other events. The Team shall notify the City in writing of its scheduled League Games for the upcoming Championship Season within ten (10) days of its receipt of the schedule from the League. The Team shall play all of its home League Games in the Stadium. Team shall not perform any Team Events on the turf which voids any turf/product warranties.

The Team intends on continuing its relationship for the use of the Stadium by the University of St. Francis (USF) for its intercollegiate baseball program on such terms as the Team and USF may deem appropriate. In addition, the Team acknowledges that the City has entered into an agreement with the Illinois High School Association (IHSA) for the use of the Stadium for its Class 3A-4A boys baseball championship tournament annually through 2026. The Team agrees to not host a Home Game or Team Event in conflict with the tournament through 2026. The Team acknowledges that the City shall have use of the Stadium for the duration of the tournament. The Team acknowledges that the City may seek to host future IHSA events at the Stadium beyond the current contractual period and agrees to use its best efforts to arrange its Home Games schedule to minimize scheduling conflicts with future IHSA events. City and Team agree to meet no later than 90 days prior to the start of the tournament to discuss services which the City is requesting to be provided by Team for the tournament and negotiating in good faith the reimbursement rate for expenses incurred in providing those services (e.g., employee salaries and benefits, supplies, field preparation, waste removal, ticketing, etc.).

The City shall have the right, subject to the Team's exclusive rights set forth above, to use the Stadium for hosting up to five (5) Non-Team Events, including use of the Suites, subject to further discussions on a full-season lease of a Suite by a third party. City shall provide reasonable notice to the Team of Non-Team Events it is considering prior to said scheduling. The City shall notify the Team not less than thirty (30) days in advance of any Non-Team Event it desires to schedule, subject to availability. Subject to the conditions above, the City shall be entitled to sublicense the right to use the Stadium to any Third Party User in such a manner that does not unreasonably interfere with the Team's operation of its business. In the event Team incurs expenses during Non-Team Events (e.g., employee salaries and benefits, supplies, field preparation, waste removal, ticketing, etc.). City shall reimburse Team for said expenses. The Parties shall meet prior to the Non-Team Event to, in good faith, discuss estimates of expenses and payment of same.

## **7. PARKING**

(a) As additional consideration for entering into this Agreement, the City during all Team Events, at no expense to the Team or to any third party, shall make all City parking facilities available to the general public at no charge. The Team and the City shall cooperate with each other regarding the use of all City parking facilities and it is the intent of the parties that these facilities and the number of parking spots in use currently shall be available for use by the Team and its patrons for all Team Events. The City shall also at any time during

this Agreement make available for Team Events at no charge to the Team any parking spaces solely owned, leased or newly acquired by the City in the parking facilities.

(b) In addition, during all Team Events the City shall establish permit parking at no expense to the Team on the north side of Jefferson Street immediately adjacent to the Stadium for use by the Team as it may determine. The City shall also establish permit parking at no expense to the Team on the west side of Mayor Art Schultz Drive between Jefferson Street and Clinton Street for use by Team as it may determine. During the effective term of this Agreement the City, at no additional expense to the Team, shall also grant the Team the exclusive use and possession of the former Supreme Radiator property located on the north side of Clinton Street (Lot 8) for parking and other uses by the Team as it may determine.

(c) Other than as may be expressly provided in this Agreement, this Agreement shall not be construed so as to require the City to provide other parking for the Team or any other person.

## **8. *TRAFFIC CONTROL MEASURES & OUTSIDE SECURITY***

The Team shall employ, at its expense, at least one Joliet police officer for security inside the Stadium during all home games. The City shall, subject to operational restrictions, provide adequate police presence outside of the Stadium for security and traffic control. In the event that, due to labor force restrictions, the City is unable to provide such services, the Parties agree that a collaborative solution will be reached.

## **9. *SIGNAGE***

The City shall secure, obtain and provide at its expense such directional signage to the Stadium as reasonably requested by the Team, including signage in and around the Joliet City Center and along other major roadways leading to the Stadium. The City shall also cooperate with the Team in obtaining tourist advisory signage along interstate and other major roadways.

## **10. *STREET LIGHTING***

The City shall provide at its expense any and all street lighting reasonably necessary within an area agreed to between the parties surrounding the Stadium.

## **11. *FACILITY MANAGEMENT SERVICES***

The Team shall at its expense act as Facility Manager for the Stadium on a year-round basis and provide the following for all Team Events and other events and at all other times. The Team shall provide Facility Management Services at a quality level comparable to other successful organized baseball organizations and in a manner befitting a family entertainment venue. The Team shall employ a senior executive with adequate and reasonable experience and expertise to operate the Stadium as a quality family-oriented amenity in accordance with this Agreement. Facility Management Services include, but are not limited to:

- (a) scheduling of all events at the Stadium;
- (b) general facility management and supervision;



- (c) sub-tenant management;
- (d) obtaining and renewing any required licenses and permits;
- (e) insurance services;
- (f) personnel management;
- (g) scheduling and overseeing ordinary maintenance and repairs;
- (h) equipment inspection and certification, ordinary maintenance and repairs (subject to the agreements contained in Section 4 above);
- (i) concession and commissary equipment inspection, ordinary maintenance and repair repairs (subject to the agreements contained in Section 4 above);
- (j) light bulb supply and replacement;
- (k) minor touch-up painting where necessary (subject to the agreements contained in Section 4 above);
- (l) general purchasing and procurement and vendor management;
- (m) carpet cleaning and repair, general cleaning, janitorial and housekeeping services and supplies;
- (m) garbage pickup and disposal;
- (n) interior and exterior landscape maintenance and grass cutting, groundskeeping, snow removal, landscape waste, solid waste and recyclable materials pickup and disposal;
- (o) management of the Hall of Fame Room area.

Any equipment required to perform a Facility Management Service shall be the responsibility of the Team.

If any of the above services are covered by a warranty, the Team may utilize the warranty provision to provide the services.

## **12. *PLAYING FIELD SERVICES***

The Team shall provide at its expense the following Playing Field Services for the Stadium:

- (a) installation of bases and pitching rubbers;
- (b) ordinary turf care, including redistribution of turf infill in high wear areas and when need;
- (c) flags and flagpole maintenance;
- (d) field lighting repair and bulb replacement, maintenance, except that the City will pay for lifting devices on the light poles that do not have ladders

and a work platform; and

- (e) such other items needed to make the field acceptable for use by organized baseball teams or to maintain compliance with League requirements

Provision of replacement turf for high wear areas (when required) is the responsibility of City.

Any equipment required to perform a Playing Field Service shall be the responsibility of the Team.

### **13. *EVENT SERVICES***

The Team shall provide at its expense the following Event Services for the Stadium. Event Services shall include:

- (a) Stadium preparation and post-event cleaning including concourse and entryway cleaning, bathrooms and garbage disposal;
- (b) Stadium opening and closing;
- (c) ticketing, ticket office and ticket takers (unless Team is working with a third- party that is utilizing an alternative ticketing service);
- (d) operation of scoreboards, electronic message boards, public address system, stadium sound system;
- (e) ushers, event supervision, media relations and press box support; and
- (f) security and crowd control inside the Stadium and first aid.

Event Services may also include, when necessary, installation of supplemental seating, stages or other platforms and temporary lighting, which shall be promptly removed following the event with the Stadium being restored to its previous condition. The person requesting or requiring Event Services shall be required to pay for the expenses thereof. In addition, the person shall also be responsible for any damage to Team or City property caused at the event.

Any equipment required to perform an Event Service shall be the responsibility of the Team.

### **14. *CONCESSION SERVICES***

The Team shall have the exclusive right to provide Concession Services at Stadium Events. The Team or its vendor(s) shall provide Concession Services of a high quality commensurate with industry standards prevailing in successful organized baseball facilities similar to the Stadium. Concession Services shall include, but shall not be limited to, operation of food, beverage, novelty and souvenir points of sale, staffing, product selection, development and marketing, product storage, preparation, service and cleanup, permitting and licensing, code compliance, signage, tax reporting and compliance, provision of computing devices and point of sale equipment, employee training, supervision and management and other services related to the sale of such items. The Team shall be the exclusive concessionaire at the Stadium and, to the extent permitted by law during Team Events, on the rights of way immediately adjacent to the

Stadium for novelty and souvenir items which include, but shall not be limited to, novelties, souvenir items, organized baseball souvenir novelties, caps, equipment, wearing apparel and programs. The Team may permit third parties to sell such novelty and souvenir items.

The Team may permit third parties to provide Concession Services at the Stadium. In addition, upon request, the Team shall identify any third party providing Concession Services.

The Team, and any third party it permits to provide Concession Services, shall comply with all applicable state and local laws, ordinances and regulations.

Any equipment required to perform Concession Services shall be the responsibility of the Team. The City shall not be required to provide, operate, maintain or repair any equipment used in connection with Concession Services, other than those identified in Section 4, unless the equipment is damaged by the City. The City shall not be required to replace equipment damaged or destroyed by the Team, or by its vendors and concessionaires, or equipment which the Team has failed to properly operate, maintain or repair as set forth in this Agreement.

The City, or City sub-licensee for a Non-Team Event, shall be permitted to contract with the Team for concessions at Non-Team Events. The City, or any licensee for a Non-Team Event, shall be permitted to provide their own concessions but will not have use of concession stands, and must comply with applicable state and local laws, ordinances, and regulations.

## **15. *TICKET SALES AND SERVICES***

The Team shall establish ticket prices for Team Events. Ticket prices shall not exceed prices typically charged for baseball games at successful organized baseball organization facilities in the Chicago area. The Team shall not impose a surcharge on tickets to Team Events sold at the Stadium ticket office, unless otherwise hereafter agreed by the parties. The Team may, however, assess or pass on a ticket surcharge for the sale of any ticket sold by the Team at any location other than the Stadium ticket office or sold by the Team in any other mode, vehicle or medium.

The Team shall make available for sale to the public tickets to all Team Events and other events held at the Stadium, on the Internet and through ticket services and agencies which it may engage. The Team shall operate a ticket office at the Stadium during regular business hours. The Ticket Office shall be open during all Home Games. The Team shall be responsible for ticket printing, sales and distribution and all expenses related thereto for Team Events. The Team shall have the right to designate the identification of seating and suites at the Stadium.

## **16. *STADIUM ADVERTISING***

The Team shall have the exclusive right to erect, install, or affix advertising material, signs, banners or related commercial information within the Stadium. This right shall include the authority to sell advertising space within the Stadium and the authority to place advertising materials, signs, banners or related commercial information on the interior surface of the outfield fence, and at other locations at, upon or within the Stadium. All signs, banners and advertising materials shall conform to the City construction codes. No advertising of sexually oriented businesses or for political candidates or issues shall be permitted in the Stadium. The Team shall not install or affix advertising on the exterior walls

of the Stadium without the prior written approval of the City.

The Team shall have the right to utilize any searchlights, balloons, blimps or other tethered or airborne advertising subject to the life safety codes of the City and so long as such items do not constitute a public nuisance or hazard.

The Team and the City shall cooperate with each other at all times by advertising free of charge to each other in all publications, announcements, websites and other public relations venues the City, the Team.

The Team shall have the right to obtain and have installed a video message board on the exterior of the Stadium which shall be jointly used by the City and the Team.

#### **17. STADIUM NAMING RIGHTS**

The Team shall have the exclusive right to sell or license the Naming Rights to the Stadium. The City shall have the right to approve the Stadium name, which approval shall not be unreasonably withheld, delayed or conditioned. The Team agrees that any naming rights shall not include any reference to tobacco, alcohol, drugs, or adult oriented business.

The City and the Team shall use the full name of the Stadium in all communications referring to the facility.

#### **18. TEAM NAME**

The Team shall have the right to establish and alter the name and logo of the baseball team, but only with the prior approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned. In selecting a team name, the Team shall take into account the association that may be created between the team name and the Joliet community. The name of the Team and the Team logo shall include the word Joliet on all written or published materials, including television and Internet broadcasts or publications. The Team shall also use its commercially reasonable efforts to display, where practicable, the word Joliet on its caps, uniforms and other official and licensed apparel and goods.

#### **19. CITY SUITE**

As additional consideration for entering into this Agreement, the Team shall reserve and set aside at no charge one Suite for the exclusive use of the City in the location already agreed upon by the Team and the City as of the effective date of this Agreement. The City shall have the right to use the Suite for all Stadium Events. Prior to the commencement of each Championship Season, the Team shall provide admission tickets for each Home Game at no expense to the City or to the admittee. The number of admission tickets for each Home Game shall be equal to the fixed seating capacity of the Suite or the number of tickets typically provided to other Suite holders, whichever is greater. This paragraph shall not require the Team to provide complimentary admission tickets to events other than Team Events. The City shall reserve the right to name the City Suite. The City shall comply with all Stadium rules and regulations in connection with its use of the City Suite.

#### **20. TEAM STORE**

The Team shall operate a Team Store on the second floor, which shall be open during all Home Games. Team-licensed apparel and merchandise shall be available for sale along

with other sports related products.

## **21. RIGHT FIELD BUILDING**

The Team acknowledges that the City has previously had discussions with investors regarding the conversion of the structure at the corner of Jefferson Street and Power Alley (the "Right Field Building") into a standalone commercial enterprise. Should such an agreement be reached, City agrees to preserve 360 degree access for Team fans to walk around the entire playing surface and access any concession/hospitality areas operated in the areas adjacent to the building. The Team shall have the right to sell and affix signage to the west side of the building as long as the building has not been repurposed. If the building is repurposed during a Championship Season, any signage will be permitted to remain until the end of said Season.

## **22. TEAM RELOCATION AND CESSATION OF LEAGUE**

(a) The Team warrants that it shall not relocate to any other facility or location during the Term of this Agreement. The Team warrants that it shall not, by its own action, fail to remain a member in good standing of the League during the Term of this Agreement. In the event the Team relocates or gives notice that it intends to relocate to another facility during the Term of this Agreement, or if the Team is no longer a member in good standing of the League by its own action, the Team shall pay the City the amount of Rent for every Lease Year or portion thereof for the remaining term of this Agreement, which shall be due and payable by the Team or any successor in interest or assignee thereof within thirty (30) days of notice from the City, provided, however, that this amount shall be reduced by any rent paid by a new or different Team that enters into an agreement with the City for the use of the Stadium.

(b) If the City or the Team receives actual notice that the League will not commence the next Championship Season ("League Cessation"), then the Team shall have the exclusive option to enter into an agreement with an approved organized minor league baseball league ("Replacement League") within thirty (30) days of the Team receiving actual notice of League Cessation, or until December 31<sup>st</sup> if such notice is received between May 1<sup>st</sup> and December 1<sup>st</sup>. In addition, the City shall have the right to approve the Replacement League, which consent shall not be unreasonably withheld, delayed or conditioned and in which case this Agreement shall continue in full force and effect. In no event shall the exercise by the Team of the option permitted in this paragraph constitute a default justifying termination of this Agreement by the City so long as the Team continues to comply with the terms of this Agreement. If one party receives actual notice of League Cessation it shall give notice thereof to the other party within seven (7) days thereof.

(c) If the City signs an agreement securing an affiliated team to play at the Stadium, City may unilaterally terminate this Agreement with a minimum of one-year notice to Team to include also any part of a Championship Season during which the Team is playing.

## **23. OTHER CITY-OWNED ENTERTAINMENT FACILITIES**

If the City enters into an agreement with a third party during the term of this Agreement wherein the City agrees to construct, acquire, own or lease a facility for use as an entertainment venue and the City also agrees to provide financial assistance comprising at least fifty-one percent (51%) or more of the actual cost of the facility, including but not limited to, land acquisition, demolition, engineering, design and construction for the facility, underwriting assistance, credit enhancements, tax incentives, tax credits or rebates or other

economic benefits and monetary relief and the agreement provides for the payment of rent to the City, or a substantially similar payment or means of compensation to the City, or an operating cost subsidy by the City to the venue, then the Team shall have the right to incorporate said terms into this Agreement in lieu of the terms included in this Agreement. The Team shall be required to notify the City of its election to incorporate said terms within sixty (60) days of receiving notice from the City that it has entered into an agreement with a third party to construct or acquire a facility subject to this Agreement.

#### **24. FEES, TAXES, LICENSES AND PERMITS**

(a) The Team shall pay all lawful taxes, if applicable, including but not limited to the following:

- (1) real estate taxes;
- (2) leasehold taxes;
- (3) special assessments;
- (4) special taxes;
- (5) sales taxes;
- (6) occupation taxes;
- (7) use taxes;
- (8) income taxes;
- (9) food and beverage taxes;
- (10) excise taxes;
- (11) alcohol or tobacco taxes;
- (12) utility taxes;
- (13) telecommunications taxes;
- (14) amusement taxes;
- (15) privilege taxes;
- (16) vending machine taxes;
- (17) and other fees or taxes imposed or levied upon its business operations, goods, merchandise, fixtures, appliances, equipment and property.

In the event the Team fails to pay any tax when due, the City may pay said tax and any penalties or interest due thereon. In such event the City shall recover the same from the Team, with interest from the date of payment at the rate of one and one half percent (1½ %) per month, or such higher rate as permitted by law.

(b) During the term of this Agreement, the Team shall not be subjected to any

"Targeted Tax". A Targeted Tax shall mean any tax which is not in effect as of the date of this Agreement and that is either specific to the operation, personnel or revenue of a minor league baseball organization or similar entertainment business, or is a tax imposed or applied on the Team that is not of a general or widely imposed or applied nature.

(c) The Team, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business or for it to provide services within the provisions of this Agreement.

## **25. BASEBALL RELATED EQUIPMENT**

The Team shall, at its sole expense, provide all baseball related equipment that is typically needed or used by a minor league baseball team, including but not limited to batting cages, baseballs, pitching machines and batting practice cages.

## **26. RULES AND REGULATIONS FOR STADIUM**

The Team shall be entitled to exclude and limit any person seeking to enter any part of the Stadium and/or expel from the Stadium any person who, in the judgment of the Team, is intoxicated or under the influence of liquor or drugs, or shall in any manner act in violation of any rules or regulations of the Stadium as implemented by the Team. The Team may prohibit, among other things, canvassing, soliciting and peddling in the Stadium. The Team has the right and reserves the right to eject from the Stadium any solicitors, canvassers, peddlers or other similar persons who, in the judgment of the Team, are interfering with the operations of the Team or who are otherwise undesirable. The Team shall have the right to control and operate the public facilities, heating and air conditioning, as well as such other facilities furnished for the use of the Team. The City shall post signs in appropriate locations in the Stadium which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Stadium.

## **27. NO MECHANICS LIENS**

The Team shall not permit any mechanics liens or other encumbrances or liens to exist against the Stadium and shall within thirty (30) days of the knowledge of any such lien or encumbrance being claimed or filed on the property described on Exhibit "A" as a result of action or inaction by the Team either cause the same to be released of record or obtain title insurance coverage satisfactory to the City to insure over such lien and proceed diligently to contest the same.

## **28. LIQUOR LICENSE**

So long as the Team remains otherwise eligible, upon proper application and payment of all required fees, the City shall issue a Class K liquor license to the Team which license shall authorize the sale of alcoholic beverages at multiple locations at the Stadium, both indoor and outdoor, for consumption on the premises. During the term of this Agreement, the Team shall not be subjected to any "Targeted Liquor Regulation". A targeted liquor regulation shall mean any regulation pertaining to the sale of alcoholic beverages that is not in existence on the effective date of this Agreement and that is either specific to the sale of alcoholic beverages by a successful organized baseball organization or other entertainment business or is a regulation imposed or applied on the Team that is not of a general or widely imposed or applied nature.

## **29. BROADCAST RIGHTS**

The City hereby grants and releases to the Team, subject to any applicable performance licenses, the broadcast rights for all Team Events. The Team also retains exclusive rights and control over, and the right to grant to others, the rights to broadcast to and from the Stadium for Team Events, regardless of the medium used (e.g., television, radio, Internet, satellite) and all revenues therefrom.

## **30. ASSIGNMENT/SUBLEASE**

The rights and obligations created by this Agreement are exclusive and shall not be transferred or assigned except by written agreement signed by both parties. The Team covenants that it will not assign, transfer or sublet this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. In the event of such assignment by the Team and acceptance by the City, such third party assignee shall assume and be obligated to this Agreement in exactly the same manner as the Team is obligated by and to this Agreement and the Team shall be released by the City from any and all rights and obligations hereunder. Except as otherwise provided in this Agreement, the sale, conveyance or transfer of more than fifty percent (50+%) of the ownership interest of the Team, as constituted on the effective date of this Agreement, shall be subject to the approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned. Any transfer of a membership interest in the Team by any person who is a member on the effective date of this Agreement (i) to any person who is also a member of the Team on the effective date of this Agreement, to any member of the member's immediate family, (iii) to any trust where the member, or a person within the member's immediate family, is the sole beneficiary, or (iv) to a person who shall own less than fifty percent of the ownership interest in the Team shall be reported to the City within thirty (30) days of transfer but shall not require the prior approval of the City.

The Team shall not transfer or assign its name, goodwill or trademark unless said transfer or assignment includes its interest under this Agreement.

The Team shall have the right to license or sublease the use of the Suites, except the City Suite.

## **31. INDEMNIFICATION**

Team agrees that it will indemnify and hold harmless City, their officers, agents, and employees, including staff, from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the negligent act or negligent failure to act of Team or any of its agents or employees.

City agrees that it will indemnify and hold harmless Team, their officers, agents, and employees, including staff, from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the negligent act or negligent failure to act of City or any of its agents or employees.

In the event loss, cost, damage or expenses are caused by the joint or concurrent negligence of City and Team, they shall be borne by each party in proportion to its negligence.

The provisions of these paragraphs are solely for the benefit of the City and the Team and are not intended to create or grant any rights, contractual or otherwise to any other person. For the purposes of this Agreement, "claims" includes and means all actions, causes of action,



whether common law or statutory, remedies, demands, fines, forfeitures, out-of-pocket costs, liabilities, charges, suits, judgments, expenses, damages, incidental or consequential damages, clean-up costs, civil penalties, attorneys' fees both at trial and upon an appeal, litigation expenses, abatement costs, abatement and corrective injunctive relief, injunctive relief requiring removal and/or remedial action, all costs of removal or remedial action and damages to natural resources.

The provisions of this paragraph shall survive the termination of this Agreement.

### **32. INSURANCE**

The Team shall secure, pay for and maintain during the term of this Agreement the following insurance coverage:

(a) *Workers' Compensation* Insurance covering all Team employees meeting statutory limits in compliance with all applicable state laws. The Workers' Compensation coverage must include Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) for each accident.

(b) *Commercial General Liability* Coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate including bodily injury and property damage. This commercial general liability coverage shall include premises and operations, broad form property damages excess coverage, independent contractors, products and completed operations and contractual liability. This commercial general liability coverage policy shall be endorsed to include and cover liquor liability.

(c) *Commercial Property Insurance* Coverage shall be sufficient to replace all Team property needed to operate an approved organized minor league baseball league team at the Stadium and to play League Games.

(d) *Umbrella Coverage*. The Team shall also provide umbrella coverage for excess liability, bodily injury and property claims in the amount of Two Million Dollars (\$2,000,000.00) per occurrence.

The Team shall require its insurers to list the City as an additional insured on the commercial general liability policy and umbrella policy, and the Team shall provide prior notice of cancellation and notice of premium non-payment. The Team shall provide the City annually with a current certificate of insurance evidencing such coverage and shall submit updated certificates as policies are replaced or renewed. The Team shall provide the City with a copy of any insurance policy required by this Agreement.

In the event that Team fails to pay a premium on any policy required by this Agreement when the same shall become due and owing, the City may purchase a replacement insurance policy or policies or to continue the current insurance policy, all at the expense of Team.

The City shall, at its expense, provide commercial property insurance against damage or destruction of the Stadium covering the full replacement value of the Stadium. The Team shall be named as an additional insured with prior notice of cancellation on such policies. City also shall, at its expense, provide Commercial General Liability insurance to cover any claims occurring on City owned streets and sidewalks around the perimeter of the Stadium.

### **33. *DEFAULT/TERMINATION***

This Agreement shall terminate at the end of its term as set forth in Paragraph 2 or earlier as specifically provided in this Agreement. If the lease is not extended for a further term beyond September 30, 2028, the Team shall have until November 30, 2028 to remove all of its personal property from the Stadium.

In the event that either party hereto shall otherwise materially breach, violate or fail to fully perform any provision contained in this Agreement during the playing season (May-September), other than the non-payment of rent, the defaulting party shall have the right and opportunity to cure the default within thirty (30) day period, or if such breach, violation or non-performance cannot be cured within the thirty (30) day period, to continue diligently and in good faith to effect such cure within an additional thirty (30) day period, provided that, in no event shall such opportunity to cure exceed sixty (60) days after receipt of such notice. Outside of the season (October-April) the non-breaching party may upon ninety (90) days written notice thereof, terminate this Agreement; provided, however, that the defaulting party shall have the right and opportunity to cure the default within said ninety (90) day period or if such breach, violation or non-performance cannot be cured within the ninety (90) day period, to continue diligently and in good faith to effect such cure within an additional ninety (90) day period, provided that, in no event shall such opportunity to cure exceed one hundred eighty (180) days after receipt of such notice unless the event of default cannot be reasonably cured because of weather or related seasonal limitations, in which case the party shall have an additional ninety (90) day period to cure, but in no event more than three hundred (300) days. In the event that such breach, violation or nonperformance is not cured within said one hundred eighty (180) day period then, this Agreement shall terminate upon the expiration of such period and the non-breaching party shall thereupon have the right to exercise such additional rights or remedies as it may have by law.

In any circumstance, City agrees to cure any default occurring within the "Championship Season" that materially impacts the Team or the fans attending games in as expedited a timeframe as possible, regardless of the deadlines articulated above.

In the case of non-payment or underpayment of rent, the City shall only be required to provide a ten (10) day notice and opportunity to cure.

### **34. *DESTRUCTION OF THE STADIUM***

If all or any significant portion of the Stadium is damaged or destroyed by fire or other casualty, and such loss is fully covered by one or more policies of insurance under which the City can obtain sufficient funding, the City shall award a contract to repair and rebuild the Stadium with reasonable diligence to the condition immediately before such loss or the condition required by law, whichever is greater, with such repair and rebuilding to be completed as soon as is reasonably possible after such fire or other casualty. If the City receives no insurance proceeds, the City shall not be required to reconstruct the Stadium and this Agreement shall terminate. If the City receives insurance proceeds which are insufficient to reconstruct the Stadium and the City elects not to reconstruct the Stadium, then the City and the Team shall share the proceeds with the City retaining ninety percent (90%) of the proceeds and the Team retaining ten percent (10%) of the proceeds and this Agreement shall terminate.

If the Team is unable to play Home Games in the Stadium because of such casualty, the Team may temporarily use other facilities to play its Home Games and there shall be an abatement of rent due the City from the Team for the period of such non-availability only. It is specifically understood by and between the parties that during the period of non-availability, the Team shall have the right to schedule its activities or events at another facility. If the Team cannot play its Home Games at the Stadium for more than one full Championship Season plus 20 Home Games because the Stadium is not restored to the condition immediately before such fire or casualty, the Team may relocate at no expense to the City and this Agreement shall terminate.

### **35. NOTICES**

Notice, approval, consent or other communication authorized or required by this Agreement shall be effective when provided in writing via mail, hand delivery, and/or e-mail. Any such communication shall be effective upon receipt.

The addresses and emails for notices are:

City Clerk City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432

hmills@jolietslammers.com

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

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

Chief Revenue Officer  
Joliet Community Baseball and  
Entertainment, LLC  
1 Mayor Art Schultz Drive  
Joliet IL 60432  
jwilson@jolietslammers.com

Chief Financial Officer  
Joliet Community Baseball and  
Entertainment, LLC  
1 Mayor Art Schultz Drive  
Joliet, Illinois 60432

### **36. MISCELLANEOUS PROVISIONS**

(a) The Team shall not unlawfully discriminate in any manner on the basis of gender, marital status, race, color, creed, handicap, or national origin with respect to any applicant or employee and shall conform in all respects to the pertinent provisions of federal, state or local laws, ordinances, rules and regulations of employment practices. The Team further agrees that as a public accommodation, its employees shall not, on the grounds of sex, marital status, race, creed, handicap, color, age or national origin, discriminate or permit discrimination or refuse to serve a person or group of persons in any manner prohibited by federal, state or local laws, rules, ordinances and regulations. The Team shall be an equal opportunity employer and at all times shall comply with the laws and regulations that prohibit discrimination.

(b) The covenants, terms, conditions, provisions and undertakings of this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto as if they were in every case named and expressed and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

(c) The parties shall execute and deliver any written instruments necessary to

carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and request for such instrument shall be made.

(d) This Agreement shall constitute the full and complete understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the parties to this Agreement. An agreed amendment shall be approved by the City only through the passage of a resolution by the corporate authorities of the City. All exhibits attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out herein.

(e) If any provisions of this Agreement shall be declared illegal, invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. In lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(f) The parties at all times during the term of this Agreement shall act and deal in good faith with each other. The Team shall fully cooperate in the resolution of mutual problems, facilitate the development of the Stadium contemplated by the provisions hereof and meet all reasonable requests of the City to the fullest extent possible. The City shall fully cooperate in the resolution of mutual problems, facilitate the development of the Stadium contemplated by the provisions hereof and meet all reasonable requests of the Team to the fullest extent possible. Consistent with the relationship of the parties under this Agreement, the City and the Team shall at all times and in all respects use their respective best efforts to fulfill and complete the objects and purposes of this Agreement.

(g) The City specifically reserves any rights it may have that are not expressly modified or granted in this Agreement. The City specifically reserves any immunity it may enjoy under law.

(h) In all matters concerning or affecting this Agreement, time is of the essence.

(i) The Agreement shall be governed exclusively by the provisions of and the applicable laws of the State of Illinois.

(j) The Team shall not commit or permit any waste on or about the Stadium during the term of this Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Stadium or use the Stadium for any unlawful purpose.

(k) This Agreement has been negotiated at arm's length between the parties hereto who are equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not to be construed against the party and is therefore not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the parties as set forth in this Agreement.

(l) No waiver by either party of any breach of any term, covenant or agreement hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or agreement. No covenant, term or agreement of this Agreement shall be deemed waived by either party unless waived in writing.

(m) All covenants and warranties made herein by either party shall be deemed to be material and relied upon by the other party, notwithstanding any investigation by or knowledge of such other party.

(n) The Team represents that as of the date of the execution of this Agreement it is organized and in good standing under the laws of the State of Illinois, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of the Agreement.

(o) The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between the Team and the City with respect to the Team's activities conducted at the Stadium pursuant to the terms of this Agreement.

(p) No agent, servant or employee of the Team shall under any circumstances be deemed an agent, servant or employee of the City and no agent, servant or employee of the City shall under any circumstances be deemed an agent, servant or employee of the Team.

(q) If the Team or the City, as the result of strikes, lockouts, inability to obtain labor or materials or reasonable substitutes thereof, Acts of God, enemy or hostile government action, civil commotion, riot, insurrection, fire or other casualty, delays caused by the actions or inactions of judicial bodies, failure or delay in the issuance of, or, until finally resolved, appeal of the issuance of, permits, licenses and approvals or other causes outside the reasonable control of the Team or the City, as applicable, shall fail to punctually perform any term, covenant or condition on its part to be performed under this Agreement, then such failure shall be excused and shall not be an event of default, but only to the extent and for the time occasioned by such event.

(r) Alterations to the Stadium shall be made by contractors acting in compliance with the laws pertaining to publicly-owned facilities, including but not limited to, the Prevailing Wage Act.

(s) This Agreement shall not be recorded with the Recorder of Deeds but both parties agree to execute a memorandum of lease in recordable form and complying with the applicable laws of the State of Illinois, which memorandum of lease may be recorded at the expense of the recording party.

(t) To the extent that any provision of any ordinance, resolution, code, rule or regulation of the City conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

(u) Except set forth in this Agreement, neither the City nor the Team has made any representations or promises with respect to the Stadium and any and all reliance with respect to any representation or promise is based solely upon the provisions contained in this Agreement. No rights, easements or licenses are acquired by the City or the Team

under this Agreement by application or otherwise except as expressly set forth in this Agreement.

(v) All consents, approvals, permissions, or other communication required to be obtained in accordance with this Agreement shall be effective when provided in writing via mail, hand delivery, and/or e-mail. Any such communication shall be effective upon receipt. The consents, approvals or permissions to be provided by the Team shall be provided by an officer of the Team. The consents, approvals or permissions to be provided by the City, as the case may be, shall be provided by the appropriate corporate authorities of the City or the City Manager.

(w) Whenever the consent, approval or permission of the City or the Team, as the case may be, shall be required under this Agreement, such consent, approval or permission shall not be unreasonably withheld, delayed or conditioned.

(x) Except as provided for in this Agreement, the Team shall be entitled to, and is hereby granted the exclusive right to, contract for, collect, receive and retain all gross income, receipts, benefits and revenues and other consideration of whatever kind or nature realized by, from or in connection with Team Events and the operation of the Team, including, without limitation, all gross revenues, royalties, license fees, surcharges, concession fees and income and receipts of any nature, including, without limitation, those arising from (i) all advertising rights, (ii) all broadcast rights including the Internet, (iii) parking at Team parking facilities, including facilities owned by the Team or owned by third parties which have granted to the Team or its invitees a right of use, (iv) the sale of food, beverages, merchandise, programs and other goods and wares of any nature whatsoever at Team Events, (v) all telecommunications rights, (vi) tickets, (vii) Suite rentals, (viii) signage within the Stadium, (ix) scoreboard advertising, (x) ATM fees and (xi) any and all miscellaneous revenue, receipts or consideration generated by the Team and not provided for herein. Similarly, the City shall be entitled to contract for, collect, receive and retain all gross income, receipts, benefits and revenues and other consideration of whatever kind or nature realized by, from or in connection with Non- Team Events, including, without limitation, all gross revenues, royalties, license fees, concession fees and income and receipts of any nature, including, without limitation, those arising from (xii) all advertising rights, (xiii) all broadcast rights including the Internet, (xiv) parking at City parking facilities, (xv) the sale of food, beverages, merchandise, programs and other goods and wares of any nature whatsoever at Non-Team Events and (xvi) all telecommunications rights. Subject to the prohibition of a Targeted Tax as defined in this Agreement, this paragraph shall not limit the authority of the City to tax or charge fees or the obligation of the Team to pay all lawful taxes and fees.

(y) The City covenants that if, and so long as, the Team keeps and performs in all material respects each and every covenant, agreement, term, provision, and condition of this Agreement on its own part to be kept and performed, the Team shall quietly enjoy its rights under this Agreement without hindrance by the City or by another person lawfully claiming the same by, through or under the City, subject to the covenants, agreements, terms, provisions and conditions of this Agreement.

### **37. INFORMATION TRANSPARENCY**

All books, accounts and records, including all state gross sales tax returns and such other reports that the Team may be required to any governmental agency, shall be open to inspection by authorized representatives of the City of Joliet at all reasonable times. This information is proprietary, privileged and confidential and the disclosure of such information would cause competitive harm to the Team and is exempt from disclosure under Freedom of Information Act Exception (g) regarding trade secrets and commercial or financial

information. Such books and records shall be maintained by the Team for at least a three (3) year period from the end of the calendar year in which the filing as referred to herein occurred. Upon request, the Team shall provide to the City's designee a weekly calendar of all events scheduled at the Stadium.

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which taken together, shall constitute a single instrument, by the appropriate officials and the necessary seals to be affixed thereto on this \_\_\_\_\_<sup>th</sup> day of January, 2022.

***JOLIET COMMUNITY BASEBALL AND  
ENTERTAINMENT LLC,***

*A Minnesota Limited Liability Company*

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

***CITY OF JOLIET***

*An Illinois Municipal Corporation*

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_



## ***EXHIBIT "A"***

### **Legal Description of Real Property to be Leased to Team**

All that real property lying South of Clinton Street, East of Michigan Street, North of Jefferson Street and west of the following line: commencing at the Northeast corner of Lot 9 of G.H. Munroe's Subdivision in the South Part of Block 25 of Bowen's Addition to Joliet, in the Southwest Quarter of Section 10, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1872, Plat Book 1, Part 1, Page 53 as Document No. 84685; thence South along the East line of said Lot 9 to the Southeast corner of said Lot 9, being a point lying on the North line of Lot 1 of Van Buren Subdivision of Part of Block 25, in Bowen's Addition to Joliet, in the Southwest Quarter of said Section 10; thence Northeasterly along the North line of said Lot 1 to the intersection of said North line and the prolongation northward of the West line of Lot 6 of James Goodspeed's Subdivision of part of Block 25, Bowen's Addition aforesaid; thence South along said prolongation to a point on the North line of said James Goodspeed's Subdivision; thence Southwesterly along said South line to its intersection with the East line of said Lot 1; thence South along said East line of said Lot 1 to the North line of Van Buren Street; thence West along said North line of Van Buren Street to the prolongation northward of the East line of Lot 22 of J.A. Matteson's Subdivision; thence South along said prolongation and the East line of said Lot 22 to the Southeast corner of said Lot 22; thence East along the South line of Lots 21, 20, and 19 of said J.A. Matteson's Subdivision to its intersection with the northerly prolongation of the East line of Lot 13 of said J.A. Matteson's Subdivision; thence south along said prolongation and the east line of said Lot 13 to the north line of Jefferson Street, all in Will County Illinois.

And

Lot 8 in J. L. Elwood's Subdivision of parts of Block 18 and 25 in Bowen's Addition to Joliet, according to the plat thereof recorded May 21, 1827 in Plat Book 1, Part 1, Page 46 as Document No. 84643, in Will County, Illinois.

But Excluding

The East Sixty-Six (66) feet of the Stadium Site to be reserved by the City for the construction of a new public street between Clinton Street and Jefferson Street.

And Excluding

Lot 8 and Lot 9 in Joliet Improvement Company's Subdivision, a subdivision of Lots 5,6,7,8,9,10 and 11 of Matteson's Subdivision of the North Half of Block 17 in Bowen's Addition to Joliet, in the City of Joliet, according to the plat thereof recorded March 2, 1889, as Document No. 151481, in Plat Book 4, page 45, in Will County, Illinois.

And Also Excluding

That part of the Property commonly referred to as the Miracle League Field



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 408-22**

**File ID:** 408-22

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 07/22/2022

**Department:** Legal

**Final Action:**

**Title:** Resolution Authorizing the Execution of an Agreement for the Lease and Operation of Duly Health Care Field

**Agenda Date:** 08/02/2022

**Attachments:** Resolution

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/26/2022	Sabrina Spano	Approve	7/27/2022
1	2	7/27/2022	James V. Capparelli	Approve	7/28/2022