

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS**

VILLAGE OF ELWOOD, an Illinois municipal corporation,
Plaintiff,
v.
CITY OF JOLIET, an Illinois municipal corporation,
et al.,
Defendants.

No. 2020 CH 590

OPENLANDS, an Illinois not-for-profit corporation;
SIERRA CLUB, a not-for-profit corporation;
JULIA BAUM-COLDWATER, JEANNINE AREND,
DELILAH LEGRETT, STEPHANIE IRVINE, and
THERESA PAPESH, individually,
Intervenor-Plaintiffs,
v.
CITY OF JOLIET, an Illinois municipal corporation,
Defendant.

**VILLAGE OF ELWOOD’S FIRST AMENDED COMPLAINT FOR DECLARATORY
JUDGMENT AND INJUNCTIVE RELIEF**

Plaintiff, Village of Elwood, by its attorneys, Mahoney, Silverman & Cross, LLC, for its First Amended Declaratory Judgment action against Defendants City of Joliet and East Gate-Logistics Park Chicago, LLC, states:

1. Plaintiff, Village of Elwood, (hereinafter, “Elwood”) is an Illinois home rule municipal corporation.
2. Defendant, City of Joliet, is an Illinois municipal corporation.
3. Defendant, East Gate-Logistics Park Chicago, LLC, (hereinafter, “East Gate”) is a Delaware limited liability company, licensed and registered to do business in Illinois with the Illinois Secretary of State.

4. On December 15, 2020, the City of Joliet approved an annexation and development agreement (hereinafter, “Agreement”) with East Gate to approve the eventual annexation of 1,257 acres of unincorporated land into the City of Joliet. A true and correct copy of the Agreement is attached hereto as **Exhibit A**.
5. East Gate intends to construct and operate an industrial park with warehouses on the land that is subject to the Agreement.
6. Pursuant to and included within the Agreement, Joliet is required to rezone the annexed land from agricultural and residential zoning to light industrial zoning.
7. Pursuant to and included within the Agreement, Joliet is required to issue a special use permit for a portion of the annexed land to allow for the development of a freight terminal.
8. Pursuant to and included within the Agreement, Joliet is required to rezone an additional 103 acres of land that is already located within the municipal limits of Joliet from residential to light industrial zoning.
9. Pursuant to and included within the Agreement, Joliet is required to provide sewer and water services for which Joliet will accept fees.
10. The Agreement specifically mentions that Village of Elwood roads will be impacted by the development. See Exhibit A, Section 3.
11. Elwood roads are incorporated with the concept plan for the development (hereinafter “Concept Plan”). See Exhibit A, attachment Exhibit I.
12. The Concept Plan depicts improvements on Elwood roads including but not limited to overload truck barriers and truck turnarounds.
13. The Concept Plan further demonstrates that Elwood roads would be utilized for heavy

truck traffic for which they were not designed and constructed, thereby causing damage to those roads which will require repairs to be made by Elwood.

14. The Agreement specifically requires that East Gate construct a bridge over Illinois Route 53 at Walter Strawn Drive. See Exhibit A, Section 3(A).
15. Said bridge is located within the Village of Elwood.
16. The contemplated bridge will connect two Elwood roads and will subject those roads to heavy truck traffic which will cause Elwood to expend sums for repair and maintenance of the effected roads.
17. Portions of the proposed East Gate development falls within the Village of Elwood's Facility Planning Area (hereinafter "FPA"). A true and accurate depiction of the Village's FPA is attached hereto as **Exhibit B**.
18. A facility planning area is an area in which a designated management authority has the authority to plan, design, construct, own, and operate sewer facilities, including wastewater-treatment facilities.
19. Provisions of sewer services by Joliet to the annexed property within Elwood's FPA would thus violate Elwood's rights to control the provision of waste-water systems within its FPA.
20. The Agreement, specifically the proposed rezoning of the annexed land and the granting of special use permit to East Gate would substantially, directly, and adversely affect the Village of Elwood in the following ways:
 - (a) Decrease property values and cause decreased tax revenue;
 - (b) Increase traffic congestion, mainly semi-truck traffic, and increase corresponding safety hazards;

- (c) Increase necessary maintenance of Village of Elwood roads;
 - (d) Substantially increase sound levels within the Village of Elwood;
 - (e) Increase burden on police and fire services.
 - (f) Deprive the Village of revenue from waste water sewer fees.
21. The Agreement states that a public hearing on zoning was held before the City of Joliet Plan Commission on December 3, 2020.
 22. The Agreement states that a public hearing on the petitions for Variation and the granting of a Special Use Permit were held before the Zoning Board of Appeals on December 10, 2020.
 23. The Agreement purports that proper legal notice for the public hearings was published and that a hearing was held that in all manners conformed with the law.
 24. Joliet published a notice in the *Labor Record* dated Nov. 12, 2020 (“Nov. 12 Notice”), which was distributed on Nov. 13, 2020, of a “Special Joint Public Hearing before the Joliet Zoning Board of Appeals and the JolietPlan [sic] Commission,” on Dec. 3, 2020. A copy of said notice is attached hereto as **Exhibit C**.
 25. Although the Nov. 12 Notice advised of a joint meeting of the Plan Commission and the Joliet Zoning Board of Appeals, a separate meeting of the Zoning Board of Appeals was scheduled for December 10, 2020, and no Zoning Board of Appeals meeting would take place on December 3 along with the Plan Commission meeting as originally noticed.
 26. Joliet, on November 13, 2020, then published, in a different periodical entirely, *Farmer’s Weekly*, a version of the Nov. 12 Notice that advised of not one joint hearing but two separate hearings before the Plan Commission and the Zoning Board of Appeals, on different dates.

27. Joliet then published a third and a fourth public notice in yet another periodical, the *Herald News*.
28. On November 18, 2020, the third notice advised that a public hearing on items including the Agreement, proposed annexation, and rezoning would be held before the Joliet Plan Commission in the City Council Chambers on December 3, 2020. A copy of said notice is attached hereto as **Exhibit D**.
29. On November 19, the fourth notice advised that a public hearing before the Zoning Board of Appeals would occur in the City Hall chambers to consider special use permits and variations related to this matter.
30. Joliet never published a retraction of the first version of the Nov. 12 Notice or otherwise disseminated any widespread notice of what was either a cancellation and rescheduling, or an error in that original notice.
31. Joliet compounded the contradictory newspaper notices with confusing and conflicting signage. At first, Joliet only posted signs for one (Dec. 3) hearing. Subsequently, Joliet also posted signs for the Dec. 10 Zoning Board of Appeals hearing, but only in some locations, adjacent to signs for the Dec. 3 hearing.
32. Joliet did not notice the Dec. 10 Zoning Board of Appeals hearing at all on its website until after the Dec. 3 Plan Commission hearing.
33. Although the largest item referenced in the Nov. 12 Notice was the Agreement, which on information and belief was already in the possession of Joliet, that 39-page contract (including 14 pages of exhibits) was never included in any newspaper or mailed Notice nor published on the City of Joliet website on Nov. 12, nor on Nov. 13.

34. On Nov. 13, Ms. Irvine, an intervenor-plaintiff in this matter, requested from Joliet under the Freedom of Information Act a copy of the Agreement, which was publicly referenced in the Nov. 12 Notice, and on which all of the hearings over the holidays would turn. Joliet on Nov. 20 refused the request.
35. The Agreement was not ultimately released until it was included as an attachment to a City of Joliet staff report for the Plan Commission on the City of Joliet's website on late afternoon, November 25, 2020, the day before Thanksgiving, only four business days before the December 3 hearing.
36. The voluminous petition for annexation, itself was likewise not included in the initial newspaper notice of these proceedings, nor was it published contemporaneously on the Joliet website. When released, on or about Dec. 1, 2020 as part of the packet for the Dec. 3 hearing, the annexation petitions showed no date of filing nor signature by any Joliet planner. A copy of the petitions is attached as **Exhibit E**.
37. The petitions for zoning change, likewise, were not included in the initial notice of these proceedings. When released, on or about Dec. 1, 2020 as part of the packet for the Dec. 3 hearing, the two petitions showed no date of filing nor signature by any Joliet planner. A copy of the petitions is attached as **Exhibit F**.
38. The public notices were replete with omissions and deficient information on details essential to understanding the scope of the Project and its impact on people, traffic, and important resources.
39. For example, the notices omitted where facilities would be located, how they would be operated, and what could be stored there. East Gate did not provide with its petition, nor did Joliet supply, any traffic study for the public to evaluate, nor was a water infrastructure

study supplied, linked to, or even mentioned, though one had been commissioned, and the study work completed.

40. The timing of and omissions in the notices and the petitions themselves deprived interested parties and the public of fair opportunity to gauge the impact of the development upon them, let alone to fully and adequately prepare comments.
41. The deficiency in notice and information prohibited anyone from fully evaluating and presenting evidence on harm that would be caused by the development, and thus deprived Joliet fact finders of thorough and balanced input.
42. As the hearing approached, the agenda for the December 3, 2020 Plan Commission meeting hewed to only those two options. However, the agenda changed during the notice period from a version observed on November 25 to another version observed on November 30.
43. Leading up to the hearing, Joliet published further self-contradictory information about hearing format, hampering residents in preparation. The Plan Commission agenda stated in one place that comment would be limited to “a maximum of 4 minutes” which would not be “a question and answer period and staff and the Plan Commission do not generally respond to public comments.” These were the same rules enforced by the Plan Commission in its spring, 2020 hearings regarding the 103 Acres and prior pre-annexation agreement between Joliet and East Gate.
44. Yet the agenda also stated, in seeming contradiction, that “members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.” Further clouding the picture, a hyperlink on the online agenda, if pursued, led to “details” on “temporary” public speaking procedures on a separate Joliet.gov web page that reiterated the four-minute rule but also allowed for “up to an additional four (4) minutes” upon

motion and granting of that motion. Whether and how members of the public could make such a motion or needed to rely on a Commission member to so move was unstated.

45. The notice and agenda published for the Dec. 3 Plan Commission hearing then also deleted a pre-existing checkbox option for a participant to indicate that they needed access to means to present audio-visually, e.g., through PowerPoint or similar slide presentation software or hardware. As of the eve of the hearing, would-be participants did not know whether they would be able to submit such information — again, unfairly hampering and interfering with preparation.
46. On November 26, 2020, the City of Joliet published a notice in the Labor Record stating that on December 15, 2020, at 6:30p.m., the City Council would consider, “Ordinances Regarding the Annexation and Zoning of Certain Parcels, in Partial Fulfillment of the Annexation and Development Agreement with East Gate Logistics Park Chicago, LLC.” A true and correct copy of the notice is attached hereto as **Exhibit G**.
47. In regards to the Agreement, the City of Joliet never published a public notice stating that a public hearing would be held on the Agreement.
48. On December 3, 2020, the Joliet Plan Commission held a public hearing in regards to the Agreement, and rezoning classification of approximately 1360 acres from residential zoning to light industrial zoning.
49. The Village of Elwood appeared at the hearing by way of its Mayor, Village Administrator, and Village Counsel, offering comment and questioning.
50. East Gate presented testimony regarding among other topics, a traffic impact study.

51. East Gate's traffic impact study was premised on the construction within the Village of Elwood of a bridge at Walter Strawn Drive and Illinois Route 53, which would keep certain truck traffic off public roads.
52. East Gate's traffic impact study did not contemplate what traffic issues would result if no bridge was built at Walter Strawn Drive and Illinois Route 53.
53. After counsel for Elwood finished brief questioning of East Gate's traffic engineer regarding the engineer's testimony, the Chair of the Plan Commission angrily stated that this is not a court of law, and if there "were questions about the thing, or comments you want to make, go ahead."
54. Shortly after, when questioning East Gate regarding its representations that it would pay for damage done to Elwood's roads, the Chair of the Plan Commission again angrily stated the Village counsel needed to ask "real questions" or else the Commission would "wrap it up."
55. When Elwood's counsel asked if East Gate was following Joliet's zoning ordinance protocols, the Chair angrily stated that the Village counsel was "out of line" because "you're not Joliet, you're not working for us."
56. At this point, another Commission member can be overheard trying to calm the Chair's temper.
57. The hostility exhibited by the Plan Commission tends to have a chilling affect on all other participants and interested parties in the process.
58. At the conclusion of the public hearing, the Plan Commission voted unanimously to approve the Agreement and the rezoning classifications within.

59. On December 10, 2020, the Joliet Zoning Board of Appeals held a public hearing on a petition for a variation to the Joliet Zoning Ordinance for truck container parking across all 1,257 acres subject to the Agreement, and for a petition for a special use permit to establish special use for 40 acres of truck terminals somewhere unspecified within an 80-acre section of land.
60. At the December 10, 2020 hearing, East Gate did not present a site plan for the special use permit.
61. At the December 10, 2020 hearing, a representative of East Gate stated he had not submitted any plans for the proposed truck terminal, to the City of Joliet.
62. At the December 10, 2020 hearing, East Gate did not present evidence for the supposed required criteria for a special use permit to be granted.
63. At the conclusion of the public hearing, the Zoning Board of Appeals voted 5-2 to approve the petitions for variation and special use.
64. On December 15-16, 2020, the City of Joliet City Council held a public hearing on the Agreement and related annexation and zoning.
65. Following public comment, East Gate was allowed to put additional evidence on record, to which the public had no opportunity to comment or respond.
66. At the conclusion of the final hearing, the City Council moved to take final action on the matters listed for public hearing.
67. The City of Joliet's Meeting Agenda for December 15, 2020, did not state that final action would be taken on the Agreement or any of the ordinances and resolutions therein. A true and correct copy of the agenda for the City Council's December 15, 2020 meeting is attached hereto as **Exhibit H**.

68. It is the City of Joliet's practice to place any ordinance or resolution for which they are taking final action on under the title "Ordinances and Resolutions."
69. The City of Joliet, when previously taking final action on a prior version of the Agreement subject to this complaint, listed the items in both the Public Hearing and the "Ordinances and Resolutions" section. See a true and correct copy of the City Council's published agenda for the April 17, 2020 meeting attached hereto as **Exhibit I**.
70. The Joliet City Council then voted. The motion of Mayor O'Dekirk was to approve one resolution and four ordinances, as follows:
 - Resolution approving the Annexation Agreement for approximately 1,360 acres,
 - Ordinance approving the zoning reclassification of the 103 Acres from residential to I-1 zoning,
 - Ordinance approving the zoning reclassification of approximately 1,257 acres from A-1 to I-1 zoning,
 - Ordinance approving a special use permit to allow a truck terminal on 40 of 80 acres, and
 - Ordinance regarding the annexation and rezoning of certain parcels in partial fulfillment of the annexation and development agreement with East Gate Logistics Park Chicago LLC.
71. Joliet then executed a resolution, Resolution No. 7608, dated Dec. 16, 2021, reflecting the approval of the Agreement, but as of the end of January, 2021.
72. Joliet also executed a written ordinance, Ordinance No. 86161, dated Dec. 16, 2021, reflecting the vote to annex a portion of the land subject to the Agreement.
73. Joliet also executed a written ordinance, Ordinance No. 86162, dated Dec. 16, 2021, reflecting the vote to re-zone a certain 103 Acres and of the land subject to the Agreement.
74. The mayor of Joliet, on information and belief, has purported to execute the Agreement on behalf of Joliet.

75. Statutes and ordinances set forth in a number of provisions a mandatory process for the orderly annexation, zoning, rezoning, and granting of zoning special uses and variations. Key provisions are as follows.
76. Pursuant to Section 13-25(b) of the state's Municipal Zoning Code, 65 ILCS 5/11-13-25(b), the principles of substantive and procedural due process apply at all stages of the decision-making and review of all zoning decisions. Interested parties are entitled to meaningful notice, to be able to lodge objections, to the holding of the proponent to a burden of proof, to the right to confront and examine the proponent witnesses, and to put on their own evidence.
77. Pursuant to Section 13-6 of the Municipal Zoning Code, at least one public notice must be published, containing "the particular location for which the variation is requested as well as a brief statement of what the proposed variation consists." 65 ILCS 5/11-13-6.
78. Pursuant to Section 2.02 of the Open Meetings Act, an agenda for a public body "shall set forth the general subject matter of any resolution or ordinance that will be the subject of final action at the meeting." 5 ILCS 120/2.02(c).
79. Joliet ordinance provides how an application for variation or special use must be heard before the Joliet Zoning Board of Appeals. Joliet Zoning Ordinance, §47-17.28 (Variation of Use).
80. A Special Use permit is required under Section 47-15G.7 of the Joliet Zoning Ordinance for any "Permitted Development Activity in the Cedar Creek, Sugar Creek, Jackson Creek, and Jackson Branch Protection Areas." The applicant must demonstrate that the proposed development
 - ...will not endanger health and safety, including danger from the obstruction or diversion of flood flow. The applicant shall also demonstrate that the proposed

development activity will not substantially reduce natural floodwater storage capacity, unnecessarily destroy or impair habitat for aquatic or other flora and fauna, adversely affect water quality or ground water resources, increase stormwater runoff velocity so that water levels on other lands are substantially raised or the danger from flooding unlawfully increased, or adversely impact any other natural stream, floodplain, or wetland functions, and is otherwise consistent with the intent of this ordinance.

Joliet Zoning Ordinance §47-15G.7.

81. Pursuant to Joliet's Zoning Ordinance, a Special Use Permit is "only issued after the applicant has followed the procedures as stated in this Ordinance. Development under a Special Use Permit differs from a zoning change in that it is much more specific. The applicant submits plans and if approved, he must follow those plans exactly or reapply for a permit before deviating from the plan, whereas, a change in zoning grants the ability to develop whatever may be permitted within the new zoning district designation." Joliet Zoning Ordinance §47-3.9(V).

82. The Joliet Zoning Ordinance further states:

A special use permit shall not be granted unless 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.

Joliet Zoning Ordinance §47-5.2(C)

83. Pursuant to Section 11-15.1-3 of the Municipal Code, a Municipality must “fix a time for and hold a public hearing upon the proposed annexation agreement or amendment, and shall give notice of the proposed agreement or amendment not more than 30 nor less than 15 days before the date fixed for the hearing.” 65 ILCS 5/11-15.1-3.

COUNT I – VIOLATION OF SECTION
11-15-1.3 OF MUNICIPAL CODE-NOTICE

84. The Village of Elwood herein incorporates paragraphs 1-83 as if fully set forth and alleged herein.
85. The City of Joliet held a public hearing on the Annexation and Development Agreement on December 15, 2020.
86. The City of Joliet never published notice that stated it would hold a public hearing on the Annexation and Development Agreement.
87. The only public notice the City of Joliet published regarding the December 15, 2020 hearing stated that it would consider ordinances in partial fulfillment of the Annexation and Development Agreement.
88. Such notice indicates that the Annexation and Development Agreement had already been executed and does not sufficiently apprise the public that a public hearing on the Agreement itself was to take place.

Wherefore, the Village of Elwood respectfully requests this Honorable Court to declare

that the City of Joliet's Annexation and Development Agreement with East Gate null and void and enjoin them from taking any action pursuant to the Agreement until all legal prerequisites for approval are met.

**COUNT II – VIOLATION OF SECTION
11-15-1.3 OF MUNICIPAL CODE-AMENDMENT**

89. The Village of Elwood herein incorporates paragraphs 1-88 as if fully set forth and alleged herein.
90. The Agreement contemplates that a bridge be built over Walter Strawn Drive at Illinois Route 53 to accommodate East Gate's "Closed Loop Truck Network."
91. The Agreement further contemplates that, "If the approvals necessary to construct the Bridge are not secured in a reasonable timeframe the parties shall mutually agree to an alternate location for tractor-trailer traffic to access the Property. Any mutually agreed upon location would require a bridge over Illinois Route 53 to provide safe and restricted access for tractor-trailer traffic to the Property without allowing any use of Illinois Route 53 by such tractor-trailers."
92. The contingent alternate Bridge site amounts to an amendment of the Agreement.
93. Such amendment cannot be made without, pursuant to Section 11-15-1.3 of the Municipal Code, without a public hearing that is properly noticed.

Wherefore, the Village of Elwood respectfully requests this Honorable Court to declare that the City of Joliet's Annexation and Development Agreement with East Gate, as it pertains to the alternate bridge location, null and void and enjoin them from taking any action on alternate bridge site pursuant to the Agreement until all legal prerequisites for approval are met.

COUNT III- VIOLATION OF OPEN MEETINGS ACT

94. The Village of Elwood herein incorporates paragraphs 1-93 as if fully set forth and alleged herein.
95. The public agenda for the December 15, 2020 Joliet City Council meeting did not state that the Joliet City Council would be taking any final action on the Agreement or any ordinances or resolutions pertaining to the agreement.
96. At the conclusion of the public hearing started on December 15 and ending on December 16, 2020, the City Council moved directly into taking final action on ordinances and resolutions pertaining to the Agreement, despite not being indicated on the published agenda.
97. This agenda and Council action was contrary to the City’s prior practice in April 2020, where the public agenda specifically indicated under “Ordinances and Resolutions” that final action would be taken on resolutions and ordinances.
98. The City’s vote for final action on the ordinances and resolutions, despite not being indicated on the published agenda for final action, violates Section 2.02 of the Open Meetings Act. 5 ILCS 120/2.02(c).

Wherefore, the Village of Elwood respectfully requests this Honorable Court to declare that the City of Joliet’s Annexation and Development Agreement with East Gate null and void and enjoin them from taking any action pursuant to the Agreement until all legal prerequisites for approval are met.

**COUNT IV – ADMINISTRATIVE REVIEW
ZONING VARIATION AND SPECIAL USE**

99. The Village of Elwood herein incorporates paragraphs 1-98 as if fully set forth and alleged herein.

100. The proposed variation allowing truck and cargo containers are expressly forbidden in the City of Joliet's Zoning Code for I-1 zoning.

101. The vote of the Zoning Board of Appeals to approve the petition for variation to allow trucking uses in an I-1 (Light Industrial) Zoning District was unsupported by substantial evidence, against the manifest weight of the evidence, and was arbitrary and capricious, in that

- No plan was presented to the City of Joliet as required under the Joliet Zoning Code;
- the assessment of impact of traffic was insufficient, unscientific, and contradicted on its plain face by geographic fact;
- the assessment of impact of traffic is insufficient in that its entire basis hinges on a bridge at Walter Strawn Drive and Illinois Route 53, while the agreement calls for potential alternate locations for the bridge;
- the impact on water resources, including both the use of groundwater and the management of stormwater, was insufficient and unscientific; and
- there was no consideration of Section 47-15G.7 of the Joliet Zoning Ordinance, requiring a special use permit for development in protected creek areas, which is also unavailable in an I-1 district, nor the fact that the manifest intent of the sound planning behind Joliet law is that truck terminals may not be located in such creek and branch watersheds.
- there was no evidence presented to establish, by clear and convincing evidence, the required criteria of Joliet Zoning Ordinance §47-5.2(C)

WHEREFORE, Plaintiff request that the Court enter an order (1) finding that the variation granted by the City of Joliet to allow for truck container parking across all of the 1,257 acres subject to the agreement is invalid as being prohibited by Joliet's zoning ordinance; (2) finding

that the variances and special use granted to East Gate are invalid due to East Gate presenting insufficient evidence to allow for the granting of such variance and special use; (3) enjoin East Gate from using any of the 1,257 acres for the storage of cargo containers, wheeled containers, semi-trailers, tractor-trailer combinations or similar items; and (4) enter any other order the Court deems just.

**COUNT V – UNLAWFUL AGREEMENT TO EXERCISE EXTRA-
JURISDICTIONAL AUTHORITY**

102. The Village of Elwood herein incorporates paragraphs 1-101 as if fully set forth and alleged herein.
103. The Agreement purports to authorize multiple actions that are outside the municipal boundaries and legal authority of the City of Joliet.
104. The Agreement and concept plan contemplates a bridge being constructed within the Village of Elwood and for truck barriers to be placed upon roads controlled by the Village of Elwood.
105. Portions of the land governed by the Agreement fall within the Village of Elwood's FPA.
106. The Agreement purports to provide for sewer services by Joliet to the annexed property within Elwood's FPA would thus violate Elwood's rights to control the provision of waste-water systems within its FPA.
107. The Agreement also includes a paragraph entitled "Section 5. Additional Parcels." The Section states that the parties agree that there are several parcels that are "logical additions" to the properties annexed as part of the Agreement. See Exhibit A, p. 19.
108. The Section entitled "Additional Parcels" purports to agree to future annexation and rezoning consistent with the agreement for the unidentified parcels that are logical additions.

109. Without identifying the additional parcels, interested parties are precluded from meaningfully participating in any public hearing regarding those parcels.

Wherefore, the Village of Elwood respectfully requests this Honorable Court to declare that the City of Joliet's Annexation and Development Agreement with East Gate null and void in so far as it exceeds Joliet's legal authority to act and enjoin the parties from taking any action on roads controlled by the Village of Elwood, for providing sewer service on property located within Elwood's FPA, and enjoin them from adding unspecified additional parcels to the Agreement until the proper legal prerequisites are met.

Respectfully Submitted,
Village of Elwood

By: /s/ Jordan Murphy Kielian
One of their Attorneys

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