

REGULAR MEETING OF THE
BOARD OF DIRECTORS
JOLIET ARSENAL DEVELOPMENT AUTHORITY

Wednesday, July 30, 2025
9:00 A.M.

A G E N D A

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
- III. TREASURER'S REPORT
 - a. Presentation & approval of bills for payment
- IV. PUBLIC PARTICIPATION
- V. CHAIRPERSON'S REPORT
 - a. Employment Agreement - Executive Director
- II. EXECUTIVE DIRECTOR'S REPORT
 - a. FY2026 Budget
 - b. Agreement - Guardhouse Lease
 - c. Agreement - Dave Neal, Attorney
- VII. BOARD COMMENTS
- VIII. EXECUTIVE SESSION - Chapter 5 ILCS - Personnel
- IX. ACTION ON EXECUTIVE SESSION ITEMS
- X. ADJOURNMENT

This meeting will be held at:
302 N. Chicago Street
Meeting Room - 2nd Floor
Joliet, IL 60432

JOLIET ARSENAL DEVELOPMENT AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS
JUNE 11, 2025

The Joliet Arsenal Development Authority Board of Directors held their Annual meeting on Wednesday, June 11, 2025. Chairman Brophy called the meeting to order at 9:00 a.m. Roll Call: Adrieansen-present, Bottomley-present, Brophy-present, Dorris-absent, Geiss-present, Jenco-present, McMillan-present, Plese-present, and Strong-present.

Staff in attendance: Kwasneski-present and Belom-present, via WebEx. Counsel Neal not in attendance.

Approval of Minutes:

A motion was made by Jenco, seconded by McMillan to approve the minutes of the regular meeting of April 11, 2025. All in favor say aye. Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Plese-aye, and Strong-aye. Motion carried.

Treasurer's Report:

The Director provided the Board with a copy of the Treasurer's Report for the period of April 12, 2025 through June 11, 2025. The total amount for approval is \$109,789.76. A motion was made by Bottomley, seconded by Geiss to approve the Treasurer's Report. Roll Call: Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Plese-aye, and Strong-aye. Motion carried.

Public Participation:

None

Chairman's Report:

None

Executive Director's Report:

Allied Landscaping Agreement — for hardscaping unilock pavers at the guard house.

A motion was made by Plese, seconded by Strong to approve the Allied Landscaping agreement. Roll Call: Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Plese-aye, and Strong-aye. Motion carried.

CBH Video Agreement — creating commercials for the promotion of the guardhouse reconstruction and the Joliet Area Historical Museum exhibit. This is a second phase. The third phase will be under the new FY26 grant.

A motion was made by McMillan, seconded by Bottomley to approve the contract with Cosgrove Construction. Roll Call: Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Plese-aye, and Strong-aye. Motion carried.

JADA Website Development — should be completed approximately in August. Chairman Brophy asked about links for donations to JADA for specific projects.

Comprehensive Plan Updates — Manhattan: Mayor Adrieansen stated his board wants to review the plan. Symerton: Mayor Geiss stated the resolution passed and should be complete in September. Elwood: Mayor Jenco stated it is on hold with most of it being complete and Elwood continues to work with Joliet. Director Kwasneski stated: Wilmington is complete and Joliet is ¾ complete.

JADA Legislation Amendment — Will County wants JADA extended for 5 more years, to 2030, with an expansion of boundaries for regional development. The mayors of the existing board

communities to recommend the additional board members to be added. Will County Executive will pick the Chairperson. Governor appointees to be reviewed/renewed. The quorum will now be a smile majority. JADA will be looking at transportation, tourism and economic development.

Executive Session — None at this time.

Board Comments:

None

Next meeting scheduled for Wednesday, July 30th.

A motion was made by Strong, second by Jenco to adjourn at approximately 9:28 a.m. All in favor say aye. Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Plese-aye, and Strong-aye. Motion carried.

Eli Geiss, Secretary/Treasurer

Prior Month Balance	\$	657,423.64
Revenue	\$	8.14
Transfer for People First Bank	\$	-
JADA Bills	\$	163,847.82
Payroll	\$	8,519.42
Balance as of 06/30/25	\$	485,064.54

Old National Checking - 4138	\$	238,660.69
Old National Checking - 0269	\$	207,604.04
PeopleFirst Bank-0240	\$	13,432.76
PeopleFirst Bank-7896	\$	25,367.05

Total Net of Accounts	\$	485,064.54
------------------------------	-----------	-------------------

	\$	-
--	----	---

Monthly Revenue Breakdown

Interest Earned	\$	8.14
Transfer from 0269	\$	-
Grant	\$	-
CenterPoint	\$	-
Other	\$	-
Total Receipts	\$	8.14

AUTHORIZED BY: _____

DATE: _____

07/28/25

JADA

Transaction Detail by Account

June 12 through July 30, 2025

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/13/2025	CBH Video Production	Promo Videos	24,617.50
06/13/2025	Cosgrove Construction, Inc.	Guard House - Railing	17,741.00
06/13/2025	Frey Design Group	Website Design - Design	3,390.00
06/13/2025	Joliet Area Historical Museum	Agreement - Archives	15,000.00
06/28/2025	CitiBusiness Card	Miscellaneous/Supplies	1,296.81
06/28/2025	Crowe LLP	FY25 Audit Fees	13,950.00
07/15/2025	Allied Landscaping Corp	Guard House Hardscape	12,320.00
07/15/2025	Frey Design Group	Website Design - Design	1,680.00
07/15/2025	Plainfield Signs	Guard House Sign	3,790.00
07/15/2025	Verizon Wireless	Business Phone Service	115.44
07/28/2025	CitiBusiness Card	Miscellaneous/Supplies	313.18
07/28/2025	Dave Neal, Govt Consulting	Legal Services-May 25	2,325.00
07/28/2025	Dave Neal, Govt Consulting	Legal Services-Jun 25	2,100.00
07/28/2025	Verizon Wireless	Business Phone Service	122.59
			<u>98,761.52</u>
			<u>98,761.52</u>

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this **30th day of July, 2025**, by and between the JOLIET ARSENAL DEVELOPMENT AUTHORITY, a Municipal Corporation, and Body Politic, (hereinafter referred to as "JADA") as party of the first part, and RICHARD A. KWASNESKI, (hereinafter referred to as "Employee") as a party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, JADA desires to employ the services of said RICHARD A. KWASNESKI as Executive Director of the JOLIET ARSENAL DEVELOPMENT AUTHORITY as provided by a Resolution adopted July 17, 1997; and

WHEREAS, it is the desire of the Chairperson and Board of Directors, (hereinafter referred to as "JADA"), to provide certain benefits, establish certain conditions of employment and set working conditions of said employees; and

WHEREAS, it is the desire of JADA (1) to secure and retain the services of Employee to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to age or disability or when JADA may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Executive Director of JADA.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Employee is terminated for cause as defined by the case law of the State of Illinois or for his conviction of a felony or any illegal act involving personal gain to him, then, in that event, JADA shall have no obligation to pay the aggregate severance sum designated.

B. In the event JADA at any time during the term of this agreement reduces the across-the-board reduction for all employees of JADA, or in the event JADA refused, following written notice, to comply with any other provision benefiting the Employee herein, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

C. In the event Employee voluntarily resigns his position with JADA before expiration of the aforesaid term of his employment, then Employee shall give JADA one month notice in advance, unless the parties agree otherwise.

SECTION 4. DISABILITY.

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued vacation leave, or for forty working days over a sixty working day period, JADA shall have the option to terminate this agreement, subject to the severance pay requirements of Section 3, paragraph A. However, Employee shall be compensated for any accrued vacation time or other accrued benefits as would be all other JADA employees.

SECTION 5. SALARY.

JADA agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$43,480 yr. commencing with an effective date of January 1, 2023. Said salary is to be payable in equal payments twice monthly.

SECTION 10. RETIREMENT.

Employer agrees to execute all necessary agreements and other documents for Employee's participation in any retirement plan as set forth by Employee, subject to the financial limitations set forth in Section 9 above.

SECTION 11. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in various associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer. However, it is understood by and between JADA and Employee that JADA shall be required to give prior approval prior to the payment of any professional dues or subscriptions. It will be within the sole discretion of JADA as to which organizations and journals that Employer wishes Employee to subscribe to.

SECTION 12. GENERAL EXPENSES.

Employer recognizes certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay for the reasonable expenses approved by the Board.

SECTION 13. BONDING AND INDEMNIFICATION.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. Employer shall defend, hold harmless and indemnify Employee against any professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance duties as an Executive Director. Employer will compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon unless such claim or suit is the result of willful or wanton misconduct by the Employee.

SECTION 17. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall be effective July 30th 2025.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the JOLIET ARSENAL DEVELOPMENT AUTHORITY has caused this agreement to be signed and executed in its behalf by its Board Chairperson, and duly attested by its Board Secretary, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

JOLIET ARSENAL DEVELOPMENT AUTHORITY

By: _____
Tim Brophy, Board Chairperson of the JOLIET
ARSENAL DEVELOPMENT AUTHORITY,
State of Illinois

Attest: _____
Eli Geiss, Board Secretary/Treasurer

Employee:

Richard A. Kwasneski

JADA
Budget vs. Actual
July 2025 through June 2026

	<u>Jul '25 - Ju...</u>	<u>Budget</u>
Ordinary Income/Expense		
Income		
4000 · All Income		
4200 · State Income		
4230 · DCEO		
4230.11 · Grant 25-203001	105,233.70	105,233.70
4230.12 · Grant 26-203000	0.00	800,000.00
Total 4230 · DCEO	105,233.70	905,233.70
Total 4200 · State Income	105,233.70	905,233.70
4300 · Local Income		
4303 · Interest Income	3.34	100.00
4305 · Misc		
4305.6 · Consulting-CNT	0.00	60,000.00
Total 4305 · Misc	0.00	60,000.00
4306 · Service Charge	0.00	0.00
4310 · Bank Balance	0.00	306,788.04
Total 4300 · Local Income	3.34	366,888.04
Total 4000 · All Income	105,237.04	1,272,121.74
Total Income	105,237.04	1,272,121.74
Expense		
5000 · ADMINISTRATIVE BUDGET		
5100 · Consultant		
5110 · Legal	0.00	30,000.00
5120 · Engineering	0.00	10,000.00
5140 · Misc	0.00	22,000.00
Total 5100 · Consultant	0.00	62,000.00
5200 · Contractual		
5210 · Insurance-Liability	0.00	1,600.00
5220 · Audit Fees	0.00	14,000.00
5240 · Misc	0.00	10,000.00
5260 · Transportation Projects	0.00	400,000.00
5270 · Economic Development	0.00	50,000.00
5280 · Planning	0.00	100,000.00
5290 · Marketing/Tourism	0.00	200,000.00
Total 5200 · Contractual	0.00	775,600.00

JADA
Budget vs. Actual
July 2025 through June 2026

	<u>Jul '25 - Ju...</u>	<u>Budget</u>
5400 · Fringe Benefits		
5410 · FICA	242.06	5,810.00
5420 · MEDICARE	56.61	1,360.00
5440 · JADA-Benefit		
5441 · Director-Benefit	644.74	15,473.76
Total 5440 · JADA-Benefit	<u>644.74</u>	<u>15,473.76</u>
Total 5400 · Fringe Benefits	943.41	22,643.76
5500 · Other Expense		
5520 · Phones		
5523 · Cellular Phone Service	115.44	1,300.00
Total 5520 · Phones	<u>115.44</u>	<u>1,300.00</u>
5530 · Rent		
5534 · Rent-Other	0.00	2,160.00
Total 5530 · Rent	<u>0.00</u>	<u>2,160.00</u>
5550 · Subscriptions/Ads/Notices	0.00	2,500.00
5560 · Dues/Registrations	0.00	490.00
5580 · Misc	0.00	2,099.03
Total 5500 · Other Expense	<u>115.44</u>	<u>8,549.03</u>
5600 · Personnel		
5610 · Director-Salary	1,811.67	43,480.08
5620 · Admin-Salary	1,494.63	36,947.13
Total 5600 · Personnel	<u>3,306.30</u>	<u>80,427.21</u>
5700 · Supplies		
5710 · Office	0.00	250.00
5720 · Misc	0.00	450.00
Total 5700 · Supplies	<u>0.00</u>	<u>700.00</u>
5800 · Travel		
5810 · Lodging	0.00	250.00
5830 · Meals	0.00	250.00
Total 5800 · Travel	<u>0.00</u>	<u>500.00</u>
5900 · MARKETING & PUBLIC RELATIONS		
5910 · Web Site Dev & Maintenance	1,680.00	24,340.00
5920 · Marketing & Public Relations	0.00	25,000.00

JADA
Budget vs. Actual
July 2025 through June 2026

	<u>Jul '25 - Ju...</u>	<u>Budget</u>
Total 5900 · MARKETING & PUBLIC RELATI...	<u>1,680.00</u>	<u>49,340.00</u>
Total 5000 · ADMINISTRATIVE BUDGET	6,045.15	999,760.00
9000 · FINANCIAL & CAPITAL PROJECTS		
9070 · Construction	<u>0.00</u>	<u>0.00</u>
Total 9000 · FINANCIAL & CAPITAL PROJECTS	0.00	0.00
9999 · Payroll Expenses	<u>10.00</u>	<u>240.00</u>
Total Expense	<u>6,055.15</u>	<u>1,000,000.00</u>
Net Ordinary Income	99,181.89	272,121.74
Other Income/Expense		
Other Income	<u>0.00</u>	<u>0.00</u>
Net Other Income	<u>0.00</u>	<u>0.00</u>
Net Income	<u><u>99,181.89</u></u>	<u><u>272,121.74</u></u>

LETTER OF AGREEMENT:

IUOE LOCAL 150 AND JOLIET ARSENAL DEVELOPMENT AUTHORITY

CONTINUED USE OF HISTORIC GATEHOUSE POST-RENOVATION

Joliet Arsenal Development Authority ("JADA") is a governmental entity created by the Illinois General Assembly in 1995 to act as a vehicle by which the State of Illinois could accept the transfer of the US Army's former Joliet Army Ammunition Plant ("JAAP"). International Union of Operating Engineers Local 150 ("Local 150") is a labor union whose jurisdiction includes Will County, Illinois, and current owner of the JAAP Gatehouse and real property located on S. Arsenal Rd., Wilmington, Illinois ("the Property").

Under the original Grant #10-203112, JADA served as the Grantee of funds dedicated to the reconstruction of the historic gatehouse at the entrance to the JAAP site in Wilmington, Illinois. This gatehouse, which for many decades welcomed visitors and workers to JAAP, had fallen into disrepair over the years. The reconstruction project, completed in 2025, complied with all current construction and accessibility standards, as outlined in the Scope of Work in "Part II of Joliet Arsenal Development Authority Grant #10-203112."

This Letter of Agreement between JADA and Local 150 supersedes and updates the prior agreement related to the reconstruction. It sets forth the roles of each party in the ongoing maintenance, operation, and intended uses of the gatehouse following completion of the reconstruction project, including JADA's continued access as set forth below.

1. Local 150 grants JADA the non-exclusive right to use the gatehouse on the Property for purposes consistent with its historic and public significance, including but not limited to educational, administrative, or community-related activities. JADA may bring visitors, guests, or invitees to the gatehouse in connection with such uses.
2. This Agreement shall be effective as of the date of execution and shall remain in effect through December 31, 2029, unless terminated earlier by written agreement by either party as provided herein.
3. JADA shall provide Local 150 with at least 14 days' advance written notice prior to any intended use of the gatehouse. This notice shall include details of the planned use, expected duration, and number of participants to allow Local 150 to coordinate as needed, including for security, access, or scheduling purposes.
4. In consideration for continued access and use, JADA agrees to pay Local 150 an annual fee of \$3,000.00, payable on January 1 of each year during the term of this Agreement. This fee is intended to offset added costs associated with the upkeep of the gatehouse attributable to JADA's and the public's use, including but not limited to electricity, security cameras, repairs, maintenance, and any added insurance premiums. The fee may be adjusted annually by mutual agreement.
5. Local 150 shall maintain the gatehouse in perpetuity, including routine upkeep and repairs. JADA shall promptly reimburse Local 150 for any extraordinary repairs or damages directly resulting from JADA's use, as determined by Local 150 in its reasonable discretion.

6. The gatehouse shall remain available to the public as appropriate in Local 150's reasonable discretion. JADA will coordinate the implementation of any intergovernmental or public-private partnership (PPP) agreements that may be necessary to achieve the intended purposes of this Agreement.
7. JADA agrees to indemnify and hold harmless Local 150 for any and all losses, liabilities, obligations, claims, damages, penalties, costs, and expenses (including, without limitation, reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") incurred and/or brought against Local 150 and/or any persons and/or property, and agrees it will assume full responsibility for and shall promptly pay any and all of the Losses caused by JADA, its officers, directors, agents, employees, licensees, vendors, subcontractors, guests, visitors, or invitees, relating to JADA's use of the gatehouse.
8. JADA agrees to obtain and keep in force at all times during the term of this Agreement a Certificate of Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, providing coverage for bodily injury, personal injury, advertising injury, and property damage. Products/completed operations, independent contractors, broad form property damage, and contractual liability (with no limitation) coverages are to be included. Local 150 is to be named as an additional insured on JADA's General Liability policy on a primary, non-contributory basis.
9. Either party may terminate this Agreement by providing a 30-day written notice to the other party. Upon termination, JADA's right to use the gatehouse shall cease.
10. This Agreement shall be governed by the laws of the State of Illinois. Any disputes arising hereunder shall be resolved in the courts of Will County, Illinois.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, JADA may not assign or transfer any of its rights or obligations under this Agreement without the prior written approval of Local 150, which may be withheld in Local 150's sole discretion. In the event of any approved assignment or transfer, all terms of this Agreement, including without limitation the insurance requirements in Paragraph 8 and the indemnification obligations in Paragraph 7, shall fully apply to and be binding upon such successors and assigns. Within 14 days of the effective date of any such approved assignment or transfer, the successor or assign shall provide Local 150 with a current certificate of insurance evidencing compliance with Section 8, including naming Local 150 as an additional insured on a primary, non-contributory basis. Failure to provide such proof within the specified timeframe shall constitute a material breach of this Agreement and grounds for immediate termination by Local 150.
12. All notices required or permitted under this Agreement shall be in writing and deemed delivered when sent via USPS priority mail, with tracking, or email to the addresses provided by each party (JADA: rkwasneski@jada.org; Local 150: brussell@local150.org with copy to jgarza@local150.org).
13. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. It may only be amended in writing signed by both parties.
14. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

JADA:

BY: _____ Date: _____, 2025

Local 150:

BY: _____ Date: _____, 2025

Dave Neal, Attorney at Law

Government Consulting

38 Steeple Ridge Ct. Oak Brook IL 60523

Consulting Agreement

Agreement for Ethics Officer services and consulting services between Joliet Arsenal Development Authority (JADA), a Special District of the State of Illinois, and David Neal, JD, an attorney licensed to practice law in Illinois.

1. David Neal agrees to provide consulting services to the Executive Director of JADA on a month-to-month basis commencing July 1, 2025.
2. Services will include assisting the Executive Director with Ethics Officer duties, Sexual Harassment duties, Freedom of Information Act inquiries, and Open Meetings Act questions and other consulting services as may be requested by JADA Executive Director Richard Kwasneski. David Neal agrees to annually assist with the filing of Statements of Economic Interest with the Illinois Secretary of State (SOS), and with the approval of training process with the Illinois Office of Inspector General (OEIG), and with the filing of ethics training reports to the OEIG and the Executive Ethics Commission (EEC). David Neal agrees to serve as a liaison between SOS, OEIG, EEC, and the Office of the Governor's General Counsel and Ethics Officer. David Neal agrees, upon the request of JADA Executive Director Richard Kwasneski, to review documents and advise the Executive Director prior to JADA Board Meetings regarding JADA meeting agendas, proposed agreements, grants and appropriations, and will attend JADA Board meetings when available, upon request of the Executive Director.
3. JADA agrees to compensate David Neal. Compensation shall be \$1800.00 / month paid to David Neal on or about the first day of each month, commencing on July 1, 2025. Compensation shall be paid to David Neal, individually, by check or direct deposit. David Neal shall provide a monthly activity report to Executive Director Richard Kwasneski.
6. Agreement may be terminated at any time, by either party, with 60 days written notice.

Executed this _____ day of July, 2025.

Joliet Arsenal Development Authority (JADA)

By: _____

David Neal, Attorney At Law

By: _____

Richard Kwasneski, JADA Executive Director