

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF JOLIET, THE SOUTHEAST JOLIET SANITARY DISTRICT, AND THE  
COUNTY OF WILL**

THIS AGREEMENT is made by and between the CITY OF JOLIET, an Illinois home-rule municipality, acting by and through its City Council hereinafter referred to as "City"; the SOUTHEAST JOLIET SANITARY DISTRICT, an Illinois sanitary district established pursuant to the Sanitary District Act of 1936 and judicial decree of the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, in case no. 82 MC 4, dated April 21, 1983, acting by and through its Board of Trustees, hereinafter referred to as "District"; and the COUNTY OF WILL, a body corporate and politic, acting through its County Board members hereinafter referred to as "County", for the purpose of the transfer of the District's water and sewer systems.

**RECITALS**

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, the City, the District, and the County are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the District maintains and operates a water distribution and sanitary sewer collection system ("District's water and sewer systems") serving the neighborhoods comprising the District ("District's customers") pursuant to the Sanitary District Act of 1936 (70 ILCS 2805/0.1 *et seq.*); and

**WHEREAS**, the District currently owns the water and sewer systems, and the District's wastewater system flows to the City of Joliet wastewater treatment plants; and

**WHEREAS**, it is in the best interests of the customers of the District that the District's water and sewer systems be transferred to the City, based on the District's Board's determination that the District should be dissolved as the District is unable to continue to operate in a fiscally responsible manner without incurring significant debt, is unable to provide for much needed infrastructure improvements, may soon be unable to continue to guarantee the continued, efficient, stable delivery of safe drinking water to its residents, and does not desire to sell its systems to a private operator; and

**WHEREAS**, the City operates a water treatment and distribution system and sanitary sewer collection and treatment system (“City water and sewer systems”) for the City’s customers and can efficiently add additional customers for the benefit of the customers of the District; and

**WHEREAS**, the County is committed to assisting with the transfer of the District’s water and sewer systems while providing financial support for completion of required upgrades; and

**WHEREAS**, the City has agreed to take over the ownership, operation, and maintenance of the District’s water and sewer systems.

**WHEREAS**, the Sanitary District Act of 1936, (70 ILCS 2805/33) as amended, authorizes the dissolution of the District and transfer of all District assets, liabilities, and responsibilities; and

**WHEREAS**, it is agreed the City assumes all assets and responsibilities of the District except for those assets deemed by the City to be unnecessary for continued operation of the District’s water and sewer systems, and

**WHEREAS**, it is agreed that the County assumes all liabilities as described in the attached Exhibit A and accepts transfer of all assets deemed by the City to be unnecessary for continued operation of the District’s water and sewer systems; and

**WHEREAS**, the City is willing and able to service the District’s customers and will handle the water and sewer systems billing and other water and sewer responsibilities for the District’s customers; and

**WHEREAS**, the District is authorized to transfer the District’s water and sewer systems to the City pursuant to 70 ILCS 2805/33(d) of the Sanitary District Act of 1936 and 50 ILCS 605/0.01 *et seq.* of the Illinois Local Government Property Transfer Act; and

**WHEREAS**, the City, the District, and the County in order to facilitate the transfer of assets, liabilities, and responsibilities of the District, desire to further define the rights and obligations of each Party.

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

**Section 1. Recitals.** The recitals herein above set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

**Section 2. Obligations and Responsibilities.**

A. Upon the Effective Date of this Agreement, the District shall:

1. Transfer ownership and all operations of the District's water and sewer systems as outlined below, including but not limited to four (4) parcels of real estate (PINs of 30-07-27-100-007-0000; 30-07-27-100-003-0000; 30-07-21-403-018-0000; and 30-07-28-214-010-0000), one lift station and a sanitary sewer collection system, one active well, one water tower and a potable water distribution system, and all appurtenances thereto as well as miscellaneous assets, equipment, and tools, operated by the District:

- a. To the City:

1607 Moore Ave, Joliet, IL 60433 (30-07-27-100-007-0000), Water Tower on Moore Ave, Joliet, IL 60433 (30-07-27-100-003-0000), operational assets, one (1) lift station, one (1) sanitary sewer collection system, one (1) active well, one (1) water tower, one (1) potable water distribution system, all appurtenances and miscellaneous assets, equipment, and tools.

- b. To the County:

Vacant Ontario St, Joliet, IL 60436 (30-07-21-403-018-0000), 250 Zurich Rd, Joliet, IL 60436 (30-07-28-214-010-0000)

2. Transfer all interests in rights-of-way and easements necessary to execute the obligations of this Agreement to the City.
3. Pay, to the best of its abilities, any outstanding debts and obligations due at the time of transfer.
4. Provide all documents relating to the District's water and sewer systems, including but not limited to customers, customer lists and billing records and maps, studies, investigations and drawings of the District's water and sewer systems, to the City.
5. Have no further obligations whatsoever for the management and/or operation of the District's water and sewer systems being transferred or have any further responsibilities to the customers it has served prior and up to the Effective Date of this Agreement.

B. Upon the Effective Date of this Agreement, the City:

1. Shall accept the transfer of the District's water and sewer systems and assume all assets and responsibilities, including costs and billing residents, for the District's water and sewer systems servicing the District's neighborhoods and District's customers.
2. Shall coordinate with the County and undertake certain water and sewer system improvements in accordance with the attached improvement plan. See Exhibit B.
3. Shall have ownership of, and responsibility to operate and maintain a water distribution and sanitary sewer collection system in unincorporated Joliet Township without annexation of such area as defined as "S.E. Joliet Sanitary District Boundary" on Exhibit C.
4. Deems unnecessary for continued operation of the District's water and sewer systems the following real estate of the District: Vacant Ontario St, Joliet, IL 60436 (30-07-21-403-018-0000) and 250 Zurich Rd, Joliet, IL 60436 (30-07-28-214-010-0000).
5. Assist the County as needed with providing technical information that may be needed to complete grant applications.

C. Upon the Effective Date of this Agreement, the County shall:

1. Support the City's water and sewer systems improvements for the District's customers, including the South Ridge Mobile Home Community.
2. Assume all then existing liabilities of the District as of the Effective Date.
3. Accept the transfer of real estate (specifically, Vacant Ontario St, Joliet, IL 60436 (30-07-21-403-018-0000) and 250 Zurich Rd, Joliet, IL 60436 (30-07-28-214-010-0000)) deemed by the City to be unnecessary for continued operation of the District's water and sewer systems.
4. Fund the cost of improvements for the existing District water and sewer systems identified on the improvement plan in Exhibit B through various funding mechanisms including but not limited to Community Development Block Grant Funding (CDBG), American Rescue Plan Act (ARPA) funding, and additional grant opportunities over a span of ten (10) years as shown below.

CDBG	\$ 3,000,000	19%
ARPA	\$ 4,025,046	26%
Federal	\$ 500,000	3%
Local	\$ 8,160,239	52%
<b>Total</b>	<b>\$ 15,685,285</b>	

D. Annexation requirements:

1. Current or former District customers within the S.E. Joliet Sanitary District Boundary, as defined on Exhibit C are not required to annex into the City to receive water and sewer services. Additionally, parcels and buildings that were previously connected to the District's water and/or sewer system shall be permitted to install a new connection at a similar water demand level as the prior use without annexation. All current or former customers shall pay the non-resident water and sewer rates and shall be under the same obligations as existing non-resident customers, which includes the authority of the City to disconnect services for non-payment.
2. Parcels and/or buildings that do not meet the criteria identified in Section 2.D.1 but are located within the Preston Heights Census Designated Place (CDP) as shown on Exhibit C are allowed to connect to the District's water and/or sewer system without annexation to the City provided that:
  - a. At least one of the following conditions are met:
    - i. Connection of an existing residential building; OR
    - ii. Connection of an existing non-residential building; OR

- iii. Connection of a newly constructed single-family house or duplex building; OR
- iv. Connection of other newly constructed buildings with average daily water use equal to or less than 350 gallons per day for a single building or 2,100 gallons per day per acre for multiple buildings.

b. And all of the following conditions must be met:

- i. The parcels are not contiguous with the City at the time of permit issuance; AND
- ii. The projected water and sewer demands will not negatively impact service levels for existing customers or other future connections that were previously approved or planned by the City; AND
- iii. The total average daily water demand for multi-parcel developments does not exceed 21,000 gallons per day.

c. Future customers shall pay the non-resident water and sewer rates unless annexed to the City and shall be under the same obligations as existing non-resident customers, which includes the authority of the City to disconnect services for non-payment.

3. All other developments within the Preston Heights CDP as shown on Exhibit C will be reviewed by the City on an individual basis to determine if a connection will be allowed without annexation. If such a connection is approved, the City reserves the right to require a pre-annexation agreement as a condition of connection, requiring that annexation be completed within 90 days of future contiguity with the City boundary.

4. Nothing in this agreement is intended to prohibit annexation or approval of a pre-annexation agreement when requested by the property owner. All annexation decisions must be approved by the Joliet City Council

E. The City will charge the existing District's customers a reduced connection fee of \$500.00 for those existing customers for which the connection fee is due. Any new customers will be billed at the current City water and sewer connection fees at the time of connection. All connection fees will be collected and received by the City.

F. The District shall retain all authority, rights and abilities to pursue recovery of any debts or amounts due and owing to the District until the Effective Date. Upon the Effective Date, the City shall then have the authority, rights and abilities described in this paragraph.

**Section 3. Access.** Prior to the Effective Date, the District shall provide the City with access to its water and sewer infrastructures as may be necessary to effectuate the terms of this Agreement.

**Section 4. Severability.** Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

**Section 5. District Indemnification of the City and County.** The District shall indemnify and hold harmless the City and County, and their elected officials, officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the District, or its officials, officers, agents, employees, consultants, or contractors, as a result of the District's obligations pursuant to this Agreement.

**Section 6. City and County Indemnification of the District.** The City and County shall indemnify and hold harmless the District, and its officials, officers, agents, attorneys, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the City and the County, or its elected officials, officers, agents, employees, consultants, or contractors, as a result of the City or County's obligations pursuant to this Agreement.

**Section 7. City and County Mutual Indemnification.** The City and County shall indemnify and hold harmless the other's officials, officers, agents, attorneys, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the other, or its elected officials, officers, agents, employees, consultants, or contractors, as a result of its obligations pursuant to this Agreement.

**Section 8. No Waiver of Tort Immunity Defenses.** Nothing contained in Sections 5 and 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall it constitute, a waiver of the defenses available to either of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

**Section 9. Entire Agreement.** This Agreement is the sole and exclusive statement of the understandings and agreements of the parties with respect to its subject matter. No provision of this Agreement may be modified, waived or amended except by a written instrument executed by the parties hereto.

**Section 10. Attorneys Fees.** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

**Section 11. No Waiver.** The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

**Section 12. Effective Date.** This Agreement shall be deemed dated and become effective on February 1, 2026.

**IN WITNESS WHEREOF**, authorized representatives of the parties hereto have executed this Agreement as of the day and year set forth below.

**SOUTHEAST JOLIET SANITARY DISTRICT**

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

Date: \_\_\_\_\_

Name: Neal Carson

Title: President

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Devin Luckett

Title: Secretary

**CITY OF JOLIET**

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

Date: \_\_\_\_\_

Name: H. Elizabeth Beatty

Title: City Manager

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Lauren O'Hara

Title: City Clerk

**COUNTY OF WILL**

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

Date: \_\_\_\_\_

Name: Jennifer Bertino-Tarrant

Title: Will County Executive

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Annette Parker

Title: Will County Clerk

**Exhibit A:**  
**District Liability Statements**

## **SOUTHEAST JOLIET SANITARY DISTRICT**

### **Request Response Affidavit**

#### **1. Pending or Threatened Litigation**

##### **a. Active Cases:**

- i. Case Title: [Case Title]
- ii. Court: [Court Name]
- iii. Nature of Litigation: [Description]
- iv. Status: [Current Status]
- v. Estimated Financial Impact: [Potential Impact]

##### **b. Threatened Cases:**

- i. Potential Claimant: [Name]
- ii. Nature of Threat: [Description]
- iii. Estimated Financial Impact: [Potential Impact]

**RESPONSE #1:**    **None are known.**

#### **2. Unasserted Claims and Assessments**

**RESPONSE #2:**    **None are known.**

#### **3. Other Legal Matters, active or potential**

##### **a. Employment related, including but not limited to:**

- i. Workers' Compensation cases
- ii. Unemployment cases
- iii. EEOC charges

##### **b. District & Property related, including but not limited to:**

- i. Liens
- ii. Taxes

**RESPONSE #3:**    **None are known.**

#### **4. Debts & Obligations**

- a. Payments due to vendors & contractors.
- b. Loans
- c. Bonds
- d. Leases
- e. Wages
- f. Employee Income Tax Withholding
- g. Refunds due to customers
- h. Any of above referenced in 1-3
- i. Anything not listed herein

**RESPONSE #4:** Southeast Joliet Sanitary District (“SEJSD”) has regular ongoing operational liabilities and amounts due, such as payment obligations to various contractors and vendors for work done for or on behalf of SEJSD. SEJSD also has employees to whom it pays regular wages and benefits. None of these payments are currently in arrears. SEJSD does not have any outstanding debt in the form of loans, bonds, or other. SEJSD does not have any obligations in the form of leases or other. The only outstanding debt is a significant amount claimed by the City of Joliet for wastewater treatment services rendered to SEJSD and its customers.

5. Assets
  - a. Accounts
  - b. Properties owned
  - c. Vehicles

**RESPONSE #5:** SEJSD has general fund operating accounts (savings and checking) at Busey Bank, 801 S. Briggs Street, Joliet, both of which currently have positive balances; owns four pieces of real estate (Moore Ave. office, Moore Ave. water tower, McKinley Ave. old wastewater treatment plant property, and Zurich Rd. old pump station); and owns one truck (2013 Ford F-150). SEJSD also has accounts receivable due and owing from numerous customers.

6. Any other asset, liability or responsibility not expressly contained herein.

**RESPONSE #6:** Other than normal operating issues (i.e., potential watermain breaks, equipment failures, etc.), none are known.

## VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Request Response Affidavit are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

---

Neal Carson, Trustee, Southeast Joliet Sanitary District

# **SOUTHEAST JOLIET SANITARY DISTRICT**

## **Request Response Affidavit**

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- i. Potential Claimant: [Name]
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#### **b. District & Property related, including but not limited to:**

- i. Liens
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**RESPONSE #3:** **None are known.**

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Jimmy Kirkland, Trustee, Southeast Joliet Sanitary  
District

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Devin Luckett, Trustee, Southeast Joliet Sanitary  
District

**Exhibit B**  
**SEJSD Water & Sewer System Improvements**  
**September 2025**

<u>System Inspection</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
System Survey Mapping	1	LS	\$100,000	\$100,000
Sewer Cleaning & Televising	30500	LF	\$4	\$106,750
Manhole Inspections	124	EA	\$100	\$12,400
Smoke Testing	35000	LF	\$1	\$31,500
Sewer Televising Review	30500	LF	\$0	\$14,335
Valve Exercising & Assessment	105	EA	\$112	\$11,760
Hydrant Flow Testing & Maintenance	102	EA	\$70	\$7,140
Water Modeling	1	EA	\$5,000	\$5,000
Water Main Leak Detection	9	MILES	\$600	\$5,400
<u>Water System Connection</u>				
Meter Installation (Small Meter Purchases) - in-house (ally)	300	EA	\$1,350	\$405,000
Meter Installation (Small Meter Purchases) - pit (ally)	400	EA	\$1,600	\$640,000
Meter Installation (Large Meter Purchases) (Omni)	5	EA	\$2,000	\$10,000
Meter Installation (Contracted Services - small pit)	400	EA	\$6,750	\$2,700,000
Meter Installation (Contracted Services - small in house)	300	EA	\$1,500	\$450,000
Meter Installation (Contracted Services - large)	5	EA	\$2,000	\$10,000
Meter Installation (Trailer Park)	30	EA		
Corrosion Control Study & Demonstrative Test & Water Source T	1	LS	\$350,000	\$350,000
Interconnect Upgrades	1	LS	\$300,000	\$300,000
Redundant Connection	1	LS	\$250,000	\$250,000
<u>Lift Station Upgrades</u>				
Add station to SCADA	1	T&M	\$15,000	\$15,000
Design Engineering	1	T&M	\$60,000	\$60,000
Lift Station Replacement	1	EA	\$750,000	\$750,000
Construction Engineering	1	T&M	\$65,000	\$65,000
<u>System Improvements</u>				
Upgrade Chemical Dosing Equipment/SCADA monitoring Temp	1	LS	\$15,000	\$15,000
Water Main Replacement Design Engineering	1	LS	\$150,000	\$150,000
Water Main Replacement	7500	LF	\$500	\$3,750,000
Water Main Replacement Construction Engineering	1	T&M	\$300,000	\$300,000
Broken Valve Replacement	11	EA	\$15,000	\$165,000
Broken Hydrant Replacement	7	EA	\$10,000	\$70,000
Install or Reset B-boxes	700	EA	\$750	\$525,000
Sanitary Rehab Design Engineering	1	LS	\$90,000	\$90,000
Sewer Manhole Rehabilitation	124	EA	\$4,000	\$496,000
Mainline CIPP	35000	LF	\$55	\$1,925,000
Lateral Grouting	600	EA	\$500	\$300,000
Lateral Lining	100	EA	\$4,500	\$450,000
Sanitary Rehab Construction Engineering	1	T&M	\$275,000	\$275,000

Water Source Abandonment

Well Demo & Abandonment	2	EA	\$50,000	\$100,000
Tank Demo and Removal	1	EA	\$75,000	\$75,000

Trailer Park Water & Sewer

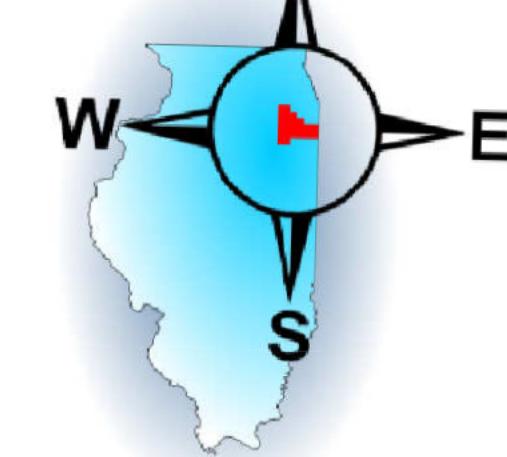
4" Water Main & Service Line Installation	1000	LF	\$700	\$700,000
Meter Pit Install	30	EA	\$3,200	\$96,000
6" Sewer Main & Service Line Installation	600	LF	\$990	\$594,000

**Total****\$15,685,285**

# Exhibit C

# WILL COUNTY, ILLINOIS

# SUGAR RUN CREEK NEIGHBORHOOD PLAN



**SUGAR RUN CREEK PLAN STUDY AREA**  
**S.E. JOLIET SANITARY DISTRICT BOUNDARY**  
**CITY OF JOLIET**  
**PRESTON HEIGHTS CDP**  
**MANUFACTURED HOME PARKS**  
**PUBLIC SPACE**