City of Joliet

City Council Meeting

Meeting Agenda - Final-revised

MAYOR BOB O'DEKIRK
MAYOR PRO-TEM COUNCILWOMAN BETTYE GAVIN (4/1/2023 - 4/30/2023)
COUNCILMAN JOE CLEMENT
COUNCILMAN CESAR GUERRERO
COUNCILMAN LARRY E. HUG
COUNCILMAN TERRY MORRIS
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

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

Tuesday, April 18, 2023 **6:30 PM** **City Hall, Council Chambers**

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

INVOCATION:

Rev. William G. Dewan, Cathedral of St. Raymond, 604 N. Raynor Avenue

PLEDGE TO THE FLAG:

ROLL CALL:

MAYOR:

Proclamation Declaring the Month of May 2023 as Motorcycle Awareness Month

Attachments: motorcycle awareness 23
Approver Report

Proclamation Declaring April 28, 2023 as Arbor Day

Attachments: arbor day 23
Approver Report

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:

COUNCIL COMMITTEE REPORTS:

Diversity & Community Relations

Finance

Public Service

CONSENT AGENDA:

Approval of Minutes:

Attachments: Council Meeting - April 3, 2023.pdf
Approver Report

Invoices to be Paid

Attachments: Invoices Report 04.18.23
Approver Report

Position Vacancies **167-23**

Attachments: Approver Report

Regular Payroll for February 10 - February 23, 2023 $3,762,280.42 **168-23**

Attachments: PD 3.3.23
Approver Report

Regular Payroll for February 24 - March 9, 2023 $3,778,694.88 **169-23**

Attachments: PD 3.17.23
Approver Report

Regular Payroll for March 10 - March 23, 2023 $3,750,675.22 **170-23**

Attachments: PD 3.31.23
23-03 OT
Approver Report

Award of Contract for the 2023 On-Call Excavation and Underground Utility Repair Program **171-23**

Attachments: Approver Report

Emergency Purchase of Sodium Permanganate from Hawkins Water Treatment Group in an amount not to exceed $100,620.00 **172-23**

Attachments: Approver Report

Amendment to the Service Agreement with Flock for additional license plate readers in the Amount of $23,600.00 **173-23**

Attachments: FLOCK Agreement 8 Cameras 03-30-2023
Flock Invoice
Approver Report

CDBG Subrecipient Agreement with AGAPE Missions, NFP up to $56,000.00. **174-23**

Attachments: AGAPE HOUSING 2022
Approver Report

CDBG Subrecipient Agreement with AGAPE Mission, NFP up to $36,000.00 **175-23**

Attachments: AGAPE COMMUNTY FACILITY 2022
Approver Report

AGENDA ITEM:

LICENSES AND PERMIT APPLICATIONS:

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.

Public Hearing for a Resolution Approving an Annexation Agreement for 1 Industry Avenue (A-2-2023) **177-23**

Attachments: Annexation_AgreeResolution - 1 Industry Avenue
Plan Commission minutes 03_16_23
A-2-23 (1 Industry Avenue) Staff Report Packet
industryave.annexation.final.revised.4.12.23
Approver Report

Public Hearing for a Resolution Approving an Annexation Agreement for Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road. (A-1-23) - (TO BE TABLED) **178-23**

Attachments: Approver Report

Public Hearing for Resolution Approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street (A-9-2022) (TO BE TABLED) **179-23**

Attachments: 1704_M_City_Council_Meeting_23-01-17_Meeting_Minutes
Approver Report

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinances Associated with 1 Industry Avenue **181-23**

Ordinance Approving Annexation of 28.97 Acres at 1 Industry Avenue (A-2-23)

Ordinance Approving the Classification of 1 Industry Avenue to I-2 (General Industrial) Zoning (A-2-23)

Ordinance Approving a Special Use Permit to Allow a Salvage Yard with the Purpose of Shredding Recyclable Materials Including but Not Limited to Automobiles, Located at 1 Industry Avenue (ZBA 2023-14)

Attachments: AnnexOrd - A-2-23 - 1 Industry Avenue
Plat of Annexation
Annx Zoning Class Ord - 1 Industry Avenue
Annexation_AgreeResolution - 1 Industry Avenue
Special Use Permit Ordinance_1 Industry Avenue
03-16-23 ZBA Minutes
Plan Commission minutes 03_16_23
A-2-23 (1 Industry Avenue) Staff Report Packet
ZBA 2023-14 (1 Industry Avenue) Staff Report Packet
industryave.annexation.final.revised.4.12.23
Approver Report

Ordinances Approving the Annexation of Certain Parcels (parcel at 18651 W. Manhattan Road and parcel south of 18651 W. Manhattan Road), connecting to City Limits. (A-4-23) **183-23**

Attachments: 18651 W Manhattan Road - Annexation Ord.
South of 18651 W Manhattan Road - Annexation Ord.
A-4-23 - Petitions and Ownership Disclosures
Development Proposal.1.17.20.jpg
210830 F345c-Site Plan Exhibit_Northern Access(1)
Annexation Area Map
Approver Report

Ordinance Amending Chapter 2, Article XVI, Section 2-506(a)(3) of the City of Joliet Code of Ordinances (Amending the Duties of the Inspector General) **184-23**

Attachments: 2023-04-10 IG Ordinance Amendment
Approver Report

Ordinances Associated with the Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road and the Development of the Imperial Site LLC Subdivision. - (TO BE TABLED) **185-23**

Ordinance Approving the Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road. (A-1-23) - (TO BE TABLED)

Ordinance Approving the Classification of 8.81 Acres Located at 18204 N.W. Frontage Road to I-1 (Light Industrial) Zoning. (A-1-23) - (TO BE TABLED)

Ordinance Approving a Special Use Permit to Allow a Trucking Facility with Repair, Located at 1603 N.W. Frontage Road. (Petition 2023-12) - (TO BE TABLED)

Ordinance Approving the Preliminary Plat of Imperial Site LLC Subdivision. (P-4-23) - (TO BE TABLED)

Ordinance Approving the Final Plat of Imperial Site LLC Subdivision. (FP-4-23) - (TO BE TABLED)

Ordinance Approving the Recording Plat of Imperial Site LLC Subdivision. (RP-6-23) - (TO BE TABLED)

Ordinance Approving the Reclassification of 8.85 Acres Located at 1603 N.W. Frontage Road from B-3 (General Business) to I-1 (Light Industrial) Zoning. (Z-1-23) - (TO BE TABLED)

Attachments: Approver Report

Ordinance Approving a Special Use Permit to Allow a Temporary Staffing Agency, Located at 235 Collins Street (ZBA 2023-13) **186-23**

Attachments: Ordinance SUP - ZBA 2023-13 235 Collins St
ZBA 2013-13 Staff Report Packet
SURESTAFF Brochure Staffing Solutions
SURESTAFF Corporate Fact Sheet
Site Plan 235 Collins Street
Floor Plan 235 Collins Street
Zoning Board of Appeals minutes 03_16_23
Approver Report

Ordinance Approving a Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision (PUD-4-23) **187-23**

Attachments: Ordinance - Preliminary PUD Timber Pointe Unit 2
Preliminary PUD Plat - Timber Pointe Unit 2
Plan Commission Staff Report Packet
Architectural Plans and Elevations
Architectural Rendering
Landscape Plans - Timber Pointe Unit 2
Original Park District Agreement for Timber Pointe Subdivision 2_10_21
Plan Commission minutes 03_16_23
Approver Report

Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2023 Fiscal Year (2022 Projects Competed in 2023). **188-23**

Attachments: Ordinance Authorizing Amendment to Annual Budget
Amendment Summary
Approver Report

Ordinance Approving a Water Supply Agreement with the City of Chicago and Agreements for Easements and Rights of Access with the City of Chicago and the Chicago Park District for the Placement of the Chicago Connection Facilities at the Southwest Pumping Station and Durkin Park Sites and Payments and Other Actions for the Implementation of the Agreements **189-23**

Attachments: Joliet Ordinance Approving Final WSA and RE documents Draft 4-10-23v3.docx
Exhibit A Joliet Final Water Supply Agmt Chicago REVISED 4-13-23
Exhibit B SWPS Easement Agreement-Chicago-Joliet - REVISED 4-13-23
Exhibit C Durkin Park EASEMENT REVISED 4-13-23
Exhibit D Durkin Construction Easement-CPD-Joliet-REVISED 4-13-23
Approver Report

Ordinance Approving a Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street) (SN-1-23) **190-23**

Attachments: Ordinance Street Name Change SN-1-23.doc
SN-1-23 Plan Commission Staff Report Packet
SN-1-23 Map
Plan Commission Minutes 02_16_23
Approver Report
Approver Report
Approver Report

RESOLUTIONS:

Resolution adopting CDBG-CV Agreement $42,000.00; Greater Joliet YMCA **192-23**

Attachments: YMCA Facility Agreement
COJ CDBG Request for Amendment (002)
Approver Report

Resolution adopting CDBG-CV Agreement $88,000.00; Greater Joliet YMCA **193-23**

Attachments: YMCA Public Services
COJ CDBG Request for Amendment (002)
Approver Report

Resolution adopting Program Year 2021 Agreement $25,000.00; Greater Joliet YMCA **194-23**

Attachments: YMCA Roof
Approver Report

Resolution Authorizing the Acquisition of Right-of-Way for the Olympic Boulevard Improvement Project Parcels 0008,0009, 0010, 0015, 0019, 0022, and 0023 **195-23**

Attachments: Resolution
OImpic Aquisition Exhibit A -Parcel 0008.pdf
OImpic Aquisition Exhibit B - Parcel 0009.pdf
OImpic Aquisition Exhibit C - Parcel 0010.pdf
OImpic Aquisition Exhibit D - Parcel 0015.pdf
OImpic Aquisition Exhibit E - Parcel 0019.pdf
OImpic Aquisition Exhibit F - Parcel 0022.pdf
Olympic Acquisition Exhibit G - Parcel 0023.pdf
Olympic Plat Exhibit 1 of 2.pdf
Olympic Plat Exhibit 2 of 2.pdf
Approver Report

Resolution Authorizing the Execution of an Extension of the Intergovernmental Agreement between the City of Joliet, the Illinois Department of Corrections, and the Illinois Department of Central Management Services Regarding the Joliet Correctional Center **196-23**

Attachments: Resolution
Lease Extension
Approver Report

Resolution Approving a Transit Shelter Agreement between the City of Joliet and Pace (Agreement Regarding a Pace Bus Shelter at St. Joseph's Medical Center) **197-23**

Attachments: Resolution
Pace Bus Agreement
Approver Report

Resolution Approving and Authorizing Execution of a Lease Agreement with Illinois Fraternal Order of Police Labor Council (Property located at 30 North Bluff Street, Joliet, Illinois) **198-23**

Attachments: Resolution
FOPLC Lease Agreement for Bluff Street
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. 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

File #: **Agenda Date:**4/18/2023

TO: City Council

FROM: Bob O'Dekirk, Mayor

SUBJECT:
Proclamation Declaring the Month of May 2023 as Motorcycle Awareness Month

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

CITY OF JOLIET

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

PROCLAMATION

WHEREAS, safety is the highest priority for the highways and streets of our City and State, and the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness;

WHEREAS, motorcycles are a primary, common, and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion;

WHEREAS, it is especially meaningful that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety;

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past eight years;

WHEREAS, all motorcyclists should join A.B.A.T E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness, and respect of the citizens of our City and State;

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations;

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of roadways within the City of Joliet, and throughout the great State of Illinois;

NOW, THEREFORE, I, Robert O'Dekirk, Mayor of the City of Joliet, Illinois, on behalf of the Joliet City Council, in recognition of 36 years of A.B.A.T.E. of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness do hereby proclaim the MONTH OF MAY, 2023 as MOTORCYCLE AWARENESS MONTH and urge all motorist to join to improve safety and awareness on our roadways.

DATE: April 18, 2023

ROBERT O'DEKIRK
MAYOR

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Proclamation

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/03/2023

Department: Mayor/Liquor Commission

Final Action:

Title: Proclamation Declaring the Month of May 2023 as Motorcycle Awareness Month

Agenda Date: 04/18/2023

Attachments: motorcycle awareness 23

Entered by: aharris@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: **Agenda Date:**4/18/2023

TO: City Council

FROM: Bob O'Dekirk, Mayor

SUBJECT:
Proclamation Declaring April 28, 2023 as Arbor Day

powered by Legistar™

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

CITY OF JOLIET

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

PROCLAMATION

WHEREAS, **in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special date be set aside for the planting of trees;**

WHEREAS, **this holiday, called *Arbor Day,* was first observed with the planting of more than one million trees in Nebraska;**

WHEREAS, **trees can clean the air, produce oxygen, provide habitat for wildlife, reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, and moderate the temperature;**

WHEREAS, **trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community;**

WHEREAS, **Joliet has been recognized as a "Tree City USA" for the Thirty-second consecutive year by the National Arbor Day Foundation, and Joliet desires to continue its tree-planting ways.**

NOW, THEREFORE, **I, Robert O'Dekirk, Mayor of the City of Joliet, on behalf of the Joliet City Council, do hereby proclaim APRIL 28, 2023 as**

ARBOR DAY

in the City of Joliet, and I urge all citizens to support the efforts to care for our trees and woodlands and to support our community's forestry program.

DATE: April 18, 2023

ROBERT O'DEKIRK
MAYOR

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Proclamation

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/03/2023

Department: Mayor/Liquor Commission

Final Action:

Title: Proclamation Declaring April 28, 2023 as Arbor Day

Agenda Date: 04/18/2023

Attachments: arbor day 23

Entered by: aharris@joliet.gov

Memo

File #:

Agenda Date:4/18/2023

powered by Legistar™

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Draft

Monday, April 3, 2023

5:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR BOB O'DEKIRK
MAYOR PRO-TEM COUNCILWOMAN BETTYE GAVIN (4/1/2023 - 5/7/2023)
COUNCILMAN JOE CLEMENT
COUNCILMAN CESAR GUERRERO
COUNCILMAN LARRY E. HUG
COUNCILMAN TERRY MORRIS
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
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.

INVOCATION:

Pastor Larry Tyler, Second Baptist Church, 156 S. Joliet Street

PLEDGE TO THE FLAG:

ROLL CALL:

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

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

MAYOR:

APPROVAL OF AGENDA:

A motion was made by Councilman Cesar Guerrero, seconded by Councilwoman Bettye Gavin, to approve the agenda as written.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITIZENS TO BE HEARD ON AGENDA ITEMS:

None.

APPOINTMENTS:

MAYOR PRO TEM:

A motion was made by Councilman Joe Clement, seconded by Councilwoman Jan Hallums Quillman, to appoint Councilwoman Gavin as Mayor Pro Tem from April 4, 2023 through April 30, 2023 and Councilman Guerrero as Mayor Pro Tem from May 1, 2023 through June 30, 2023.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

COUNCIL COMMITTEE REPORTS:

Public Service

Councilman Hug gave an overview and explanation of the items discussed at the Monday, April 3, 2023 Public Service Committee Meeting.

Link:
https://joliet.granicus.com/player/clip/4812?view_id=6&redirect=true&h=720926dd6a1cb3ced435c1fee13b31ed

CONSENT AGENDA:

Approval of Minutes:

Pre-Council Meeting - March 20, 2023
Council Meeting - March 21, 2023

Attachments: Pre-Council Meeting - March 20, 2023.pdf
Council Meeting - March 21, 2023.pdf
Approver Report

Invoices to be Paid

Attachments: Vendor Invoice List 04.03.23
Approver Report

2022 Annual City Collector's Report **141-23**

Attachments: 2022 Receipt Summary
2022 RECEIPTS BY FUND
2022 ACCTS RECEIVABLE SUMMARY
2022 ACCTS RECEIVABLE BY FUND
Collector 2022-signed
CITYCLRK-22
Approver Report

Award of Contract for DACRA Software Renewal **142-23**

Attachments: Approver Report

Award of Contract for the 2023 Utilities Restoration Program in the amount of $600,000.00 **143-23**

Attachments: Approver Report

Award of Contract for the Landscape Maintenance Services (Utilities) to Ramiro Guzman Landscaping in the amount of $113,054.00 **144-23**

Attachments: Approver Report

Award of Contract for the Purchase of Brass fittings to Underground Pipe & Valve in the amount of $26,628.00 **145-23**

Attachments: Approver Report

Award of Contract for the Purchase of Valve / B-box parts to Underground Pipe & Valve in the amount of $26,312.50 **146-23**

Attachments: Approver Report

Award of Contract to Cities Digital, Inc for the Laserfiche Document Management Project in the Amount of $301,550. **147-23**

Attachments: Approver Report

Award of Contract to Heartland Business Systems for Laserfiche Document Management Project Document Scanning in the amount of $149,949.24. **148-23**

Attachments: Approver Report

Purchase of Three (3) Tandem Axle Rollers from Burris Equipment Co. in the amount of $70,509.00 **149-23**

Attachments: Approver Report

Purchase of one (1) New Vermeer BC 1500 Chipper from Vermeer Illinois Inc. in the amount of $92,206.56 **150-23**

Attachments: Approver Report

Purchase of Three (3) Zero Turn Mowers from Bristol Equipment and Rentals for $32,150.00 **151-23**

Attachments: Approver Report

Purchase of two (2) vehicle mounted hydraulic valve turning machines for the Public Utilities Department from E H Wachs Co. in the amount of $62,640.00 **152-23**

Attachments: Approver Report

Approval for Expenditure of $400,000 for Thriveworks Community Mental Health Program. **153-23**

Attachments: Approver Report

Fire Chef Jeff Carey briefly discussed the Thriveworks Community Mental Health Program.

Consent Agenda Items Approved

A motion was made by Councilwoman Reardon, seconded by Councilwoman Hallums Quillman, to approve all said Consent Agenda Items.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Kevin Sing, Director of Finance, briefly explained the new Invoices to be Paid Report procedure.

AGENDA ITEM:

Award of Contract for Professional Engineering Services for Phase III Engineering for Olympic Boulevard Improvements - Section No. 21-00544-00-PV to Civiltech Engineering, Inc. in an amount not to exceed $2,079,768.00 **155-23**

Attachments: Olympic Blvd Bridge AGREEMENT Ph III_partial exec 02-27-23.pdf
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Bettye Gavin, to approve COUNCIL MEMO #155-23: Award of Contract for Professional Engineering Services for Phase III Engineering for Olympic Boulevard Improvements - Section No. 21-00544-00-PV to Civiltech Engineering, Inc. in an amount not to exceed $2,079,768.00.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

LICENSES AND PERMIT APPLICATIONS:

Application for a Drive Thru Permit for a Dunkin' Restaurant at 3201 Channahon Road **157-23**

Attachments: 3201 Channahon Dunkin Drive Thru Permit Application.pdf
3201 Channahon Dunkin Drive Thru Permit Exhibit.pdf
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #157-23: Application for a Drive Thru Permit for a Dunkin' Restaurant at 3201 Channahon Road.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

PUBLIC HEARINGS:

Public Hearing Approving an Ordinance for Vacation of a Portion of Sewer and Right-Of-Way Easement in the Rock Run Crossings Subdivision. (V-2-23) **159-23**

Attachments: Vacation Ordinance_Lasser Sewer
Transfer Agreement
Petition
IDI Preliminary Plat_Lots 1 & 2
Plan Commission Staff Report
Approver Report

The City Clerk advised that this is a Public Hearing so any public comments would be in order at this time.

Mayor O'Dekirk opened the Public Hearing and asked if there were any comments.

No public comments were made, therefore, the City Clerk closed the Public Hearing.

A motion was made by Councilman Cesar Guerrero, seconded by Councilwoman Sherri Reardon, to adopt COUNCIL MEMO #159-23: Public Hearing Approving an Ordinance for Vacation of a Portion of Sewer and Right-Of-Way Easement in the Rock Run Crossings Subdivision. (V-2-23). (ORDINANCE NO. 18489)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Approving a Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street) (SN-1-23) **161-23**

Attachments: Ordinance Street Name Change SN-1-23.doc
SN-1-23 Plan Commission Staff Report Packet
SN-1-23 Map
Plan Commission Minutes 02_16_23
Approver Report
Approver Report

Councilman Morris requested this item be tabled.

A motion was made by Councilman Terry Morris, seconded by Councilman Larry E. Hug, to table COUNCIL MEMO #161-23: Ordinance Approving a Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street) (SN-1-23).

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinance Amending the 2023 Annual Budget for the Laserfiche Document Management Project **162-23**

Attachments: Budget Amending Ordinance 2023 - Laserfiche Management Project
Approver Report

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

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #162-23: Ordinance Amending the 2023 Annual Budget for the Laserfiche Document Management Project. (ORDINANCE NO. 18490)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

RESOLUTIONS:

Resolution Authorizing the Execution of an Intergovernmental Agreement with Kendall County Relating to the Construction of Ridge Road **164-23**

Attachments: Resolution
Approver Report
Ridge Road Kendall County IGA.pdf

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #164-23: Resolution Authorizing the Execution of an Intergovernmental Agreement with Kendall County Relating to the Construction of Ridge Road. (RESOLUTION NO. 7849)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Resolution of the City Council of the City of Joliet, Illinois, in support of the "Wyland Mayor's Challenge for Water Conservation" **165-23**

Attachments: Resolution
Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Larry E. Hug, to adopt COUNCIL MEMO #165-23: Resolution of the City Council of the City of Joliet, Illinois, in support of the "Wyland Mayor's Challenge for Water Conservation". (RESOLUTION NO. 7850)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Resolution Approving Amendments to the City of Joliet Investment Policy **166-23**

Attachments: Resolution
Investment Policy
Approver Report

Mr. Sing gave a brief overview of this Council Memo.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #166-23: Resolution Approving Amendments to the City of Joliet Investment Policy. (RESOLUTION NO. 7851)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITY MANAGER:

The City Manager reminded everyone to vote.

NEW BUSINESS (Not for Final Action or Recommendation):

A brief discussion was held regarding the process and disbursement of CDBG funding.

A brief discussion was held regarding the lack of development progress at the new Basinger

Pharmacy location on Jefferson Street.

PUBLIC COMMENTS:

Mary Beth Gannon spoke regarding the City Council's positive accomplishments over the past eight years.

Jerry Hervey spoke regarding the upcoming election.

MAYOR AND COUNCIL COMMENTS:

Councilwoman Gavin thanked everyone for their support over the past 9 years she has served as Councilwoman.

Councilman Guerrero encouraged everyone to vote.

Councilman Hug wished all a Happy Easter and encouraged everyone to vote.

Councilman Morris wished all a Happy Easter and encouraged everyone to vote.

Councilwoman Quillman wished all a Happy Easter, a Blessed Passover, and encouraged all those running in this election.

Councilwoman Reardon wished all a Happy Easter and her daughter a happy birthday and encouraged everyone to vote.

Mayor O'Dekirk briefly noted I-80 construction will be continuing this year. He thanked all the first responders for their work with the storm last week. He highlighted a private grand opening held for Olive Garden with a public grand opening to come April 10th and wished everyone a Happy Easter.

ADJOURNMENT:

A motion was made by Councilwoman Bettye Gavin, seconded by Councilwoman Jan Hallums Quillman, to adjourn.

The motion carried by the following vote:

Aye:	Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon
Abstain:	Mayor Robert O'Dekirk

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/13/2022

Department: City Clerk/Business Services

Final Action:

Title:

Agenda Date: 04/18/2023

Attachments: Council Meeting - April 3, 2023.pdf

Entered by: pames@joliet.gov

Memo

File #:

Agenda Date:4/18/2023

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City of Joliet

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18115 ACCURATE TRANSLATION BUREAU										
21348		03/28/2023			80.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
21350		03/28/2023			80.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					160.00					
17435 AERIAL INFLUENCE LLC										
002353	23000465	04/18/2023			15,472.99		04/18/2023	INV	APP	DRONE
CHECK DATE:										
12233 AIMARO, MICHAEL										
2023 TOOLS		03/28/2023			500.00		03/28/2023	INV	APP	2023 T
CHECK DATE:										
11203 AIRGAS WEST JOLIET										
9135851834		03/28/2023			146.65		03/28/2023	INV	APP	MISC
CHECK DATE:										
16183 ALLIED UNIVERSAL SECURITY SERVICES										
14081693	23000218	04/18/2023			12,480.32		04/18/2023	INV	APP	Securi
CHECK DATE:										
11433 ALPHA BUILDING MAINTENANCE SVC										
22020 CJ		03/28/2023			967.10		03/28/2023	INV	APP	MISC
CHECK DATE:										
15576 AMAZON CAPITAL SERVICES										
116D-3YXY-7DKX		04/18/2023			987.81		04/18/2023	INV	APP	MISC
CHECK DATE:										
136V-QMYT-676H		04/18/2023			172.27		04/18/2023	INV	APP	MISC
CHECK DATE:										
14DL-JMRW-CPNH		04/18/2023			76.98		04/18/2023	INV	APP	MISC
CHECK DATE:										
14KR-VHTT-379X		04/18/2023			36.00		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

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19GY-MKKQ-CLD1		04/18/2023			216.50		04/18/2023	INV	APP	MISC
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19LY-MW1K-HLQD		04/18/2023			101.22		04/18/2023	INV	APP	MISC
CHECK DATE:										
19YK-T99K-HXCF		04/18/2023			96.01		04/18/2023	INV	APP	MISC
CHECK DATE:										
1F9H-WCN1-FYKV		04/18/2023			165.11		04/18/2023	INV	APP	MISC
CHECK DATE:										
1FPH-3QK3-3HWQ		04/04/2023	230406	375223	78.20	78.20	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
1FTR-617D-CM64		04/18/2023			56.43		04/18/2023	INV	APP	MISC
CHECK DATE:										
1FVN-WTVG-HFJM		04/18/2023			37.47		04/18/2023	INV	APP	MISC
CHECK DATE:										
1G1G-TTYF-6PJQ		04/04/2023	230406	375223	137.68	137.68	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
1G3X-J6W3-1CRY		04/04/2023	230406	375223	309.95	309.95	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
1HC1-WGPP-JRGJ		04/18/2023			31.58		04/18/2023	INV	APP	MISC
CHECK DATE:										
1HX3-FD39-JNQH		04/18/2023			129.47		04/18/2023	INV	APP	MISC
CHECK DATE:										
1HY4-DC6T-1YQC		04/18/2023			250.99		04/18/2023	INV	APP	MISC
CHECK DATE:										
1JKM-4KPK-CPVK		04/18/2023			34.05		04/18/2023	INV	APP	MISC
CHECK DATE:										
1LPW-HDQK-FPCD		04/04/2023	230406	375223	73.99	73.99	04/04/2023	INV	PD	MISC
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1MF7-3K9L-LRXD		04/04/2023	230406	375223	110.89	110.89	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
1NVP-3YMC-CPL9		04/18/2023			212.98		04/18/2023	INV	APP	MISC
CHECK DATE:										
1R1T-1XV4-161N		04/18/2023			-76.98		04/18/2023	CRM	APP	CREDIT
CHECK DATE:										
1RCX-PHWG-FNVW		04/18/2023			417.77		04/18/2023	INV	APP	MISC
CHECK DATE:										
1T9J-VGVM-DTHR		04/18/2023			28.22		04/18/2023	INV	APP	MISC

VENDOR INVOICE LIST

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1TQQ-RJDR-CKT4		04/04/2023	230406	375223	51.15	51.15	04/04/2023	INV	PD	MISC
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1VQ6-CVNG-69QP		04/04/2023	230406	375223	106.98	106.98	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
1VXT-FJTK-6LMC		04/18/2023			199.99		04/18/2023	INV	APP	MISC
CHECK DATE:										
1WHJ-V31V-6GLK		04/18/2023			2,465.71		04/18/2023	INV	APP	MISC
CHECK DATE:										
1WKP-GWN9-1PQ7		04/18/2023			94.99		04/18/2023	INV	APP	MISC
CHECK DATE:										
1X1F-L1Y7-4F7P		04/18/2023			97.66		04/18/2023	INV	APP	MISC
CHECK DATE:										
1XFD-FMY6-4WWY		04/18/2023			1,753.95		04/18/2023	INV	APP	MISC
CHECK DATE:										
1Y1L-3M71-64NW		04/04/2023	230406	375223	575.80	575.80	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
1YGR-KHWC-7NCM		04/18/2023			1,304.99		04/18/2023	INV	APP	MISC
CHECK DATE:										
1YJN-WNRQ-7YJN		04/18/2023			132.00		04/18/2023	INV	APP	MISC
CHECK DATE:										
					10,467.81					
17855 AMERICAN HOIST & MANLIFT INC										
225793	23000153	04/18/2023			1,770.00		04/18/2023	INV	APP	2022 E
CHECK DATE:										
15915 AMS MECHANICAL SYSTEMS INC										
28111-01		03/28/2023			4,660.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
11591 AUSTIN TYLER CONSTRUCTION INC										
2604-0322-PAY4FINAL	23000179	04/18/2023			24,492.48		04/18/2023	INV	APP	Harwoo
CHECK DATE:										
13824 AZAVAR AUDIT SOLUTIONS INC										
156796		03/28/2023			14,532.00		03/28/2023	INV	APP	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
11496 B&H TECHNICAL SERVICES INC										
3-371s		23000319 04/18/2023			6,520.00		04/18/2023	INV	APP	OFFICE
CHECK DATE:										
15507 BARNES & THORNBURG LLP										
3070998		23000333 04/18/2023			30,000.00		04/18/2023	INV	APP	Advoca
CHECK DATE:										
3078960		23000333 04/18/2023			30,000.00		04/18/2023	INV	APP	Advoca
CHECK DATE:										
					60,000.00					
7112 BAXTER & WOODMAN INC										
0242509		23000421 04/18/2023			8,892.24		04/18/2023	INV	APP	PSA Le
CHECK DATE:										
0243469		23000269 04/18/2023			39,489.64		04/18/2023	INV	APP	PSA 20
CHECK DATE:										
0243471		23000385 04/18/2023			33,998.36		04/18/2023	INV	APP	PSA 20
CHECK DATE:										
0243474		23000270 04/18/2023			152,964.68		04/18/2023	INV	APP	PSA: 2
CHECK DATE:										
0243475		23000248 04/18/2023			2,336.74		04/18/2023	INV	APP	PSA PH
CHECK DATE:										
0244347		23000269 04/18/2023			52,563.27		04/18/2023	INV	APP	PSA 20
CHECK DATE:										
0244357		23000270 04/18/2023			107,750.90		04/18/2023	INV	APP	PSA: 2
CHECK DATE:										
0244773		23000248 04/18/2023			856.50		04/18/2023	INV	APP	PSA PH
CHECK DATE:										
					398,852.33					
10938 BORGRA, KEITH										
2023 PREVENTATIVE CA		03/28/2023			200.00		03/28/2023	INV	APP	2023 P
CHECK DATE:										
16215 BOUCHER PRINTING & PROMOTIONAL PRODUCTS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2688		03/28/2023			499.55		03/28/2023	INV	APP	MISC
CHECK DATE:										
18019 BRINK'S, INC										
12204402		03/28/2023			526.72		03/28/2023	INV	APP	MISC
CHECK DATE:										
12233067		03/28/2023			525.35		03/28/2023	INV	APP	MISC
CHECK DATE:										
					1,052.07					
15057 BURNS & MCDONNELL ENGINEERING CO INC										
146020-8	23000347	04/18/2023			36,457.19		04/18/2023	INV	APP	PSA A
CHECK DATE:										
147443-2	23000347	04/18/2023			31,611.49		04/18/2023	INV	APP	PSA A
CHECK DATE:										
					68,068.68					
18196 BYRONS AUTOBODY SUPPLIES INC										
23-0602		03/28/2023			243.95		03/28/2023	INV	APP	MISC
CHECK DATE:										
23-0617		03/28/2023			75.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					318.95					
17483 CAPPARELLI, JAMES V										
04/05/2023		03/28/2023			51.55		03/28/2023	INV	APP	MISC
CHECK DATE:										
2023 EXCHANGE CLUB		03/28/2023			25.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					76.55					
11714 CASE LOTS INC										
16186		03/28/2023			2,096.85		03/28/2023	INV	APP	MISC
CHECK DATE:										
16486		03/28/2023			240.55		03/28/2023	INV	APP	MISC
CHECK DATE:										
16497		03/28/2023			438.40		03/28/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
17139		03/28/2023			1,288.00		03/28/2023	INV	APP	MISC
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					4,063.80					
13667 CINTAS CORPORATION NO 2 UNIFORMS										
4150058415		04/04/2023	230406	375234	203.23	203.23	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
4150333263		04/04/2023	230406	375234	103.19	103.19	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
4150347772		04/18/2023			103.83		04/18/2023	INV	APP	MISC
CHECK DATE:										
4150769686		04/18/2023			203.23		04/18/2023	INV	APP	MISC
CHECK DATE:										
					613.48					
13383 CINTAS FIRE PROTECTION										
0F84680785		04/04/2023	230406	375235	348.33	348.33	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94679555		04/04/2023	230406	375235	628.69	628.69	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680225		04/04/2023	230406	375235	194.99	194.99	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680463		04/04/2023	230406	375235	268.81	268.81	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680552		04/04/2023	230406	375235	477.31	477.31	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680553		04/04/2023	230406	375235	297.90	297.90	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680592		04/04/2023	230406	375235	296.45	296.45	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680671		04/04/2023	230406	375235	238.67	238.67	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680786		04/04/2023	230406	375235	246.33	246.33	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680788		04/04/2023	230406	375235	353.49	353.49	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680897		04/18/2023			157.13		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
0F94680898		04/18/2023			280.56		04/18/2023	INV	APP	MISC
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0F94680899		04/04/2023	230406	375235	569.42	569.42	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680951		04/04/2023	230406	375235	264.38	264.38	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680952		04/18/2023			185.00		04/18/2023	INV	APP	MISC
CHECK DATE:										
0F94680969		04/04/2023	230406	375235	370.81	370.81	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
0F94680970		04/18/2023			957.93		04/18/2023	INV	APP	MISC
CHECK DATE:										
0F94680971		04/18/2023			222.71		04/18/2023	INV	APP	MISC
CHECK DATE:										
					6,358.91					
11067 CIVILTECH ENGINEERING, INC										
51828	23000277	04/18/2023			1,240.35		04/18/2023	INV	APP	Public
CHECK DATE:										
52101	23000277	04/18/2023			3,016.81		04/18/2023	INV	APP	Public
CHECK DATE:										
					4,257.16					
486 CLARK DIETZ INC										
436989	23000117	04/04/2023	230406	375238	600.00	600.00	04/04/2023	INV	PD	PSA-WS
CHECK DATE:	04/06/2023									
17696 CLIA LABORATORY PROGRAM										
14D2236435		03/28/2023			180.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
12293 COLLETT, WILLIAM										
2023 CDL		03/28/2023			60.00		03/28/2023	INV	APP	2023 C
CHECK DATE:										
513 COLUMBIA PIPE & SUPPLY CO										
4094616		03/28/2023			127.26		03/28/2023	INV	APP	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
10220 COMCAST										
8771 01 001 0007366		03/31/2023			4,234.83		03/31/2023	INV	APP	COMCAS
CHECK DATE:										
8771 20 142 0010211		03/31/2023			63.18		03/31/2023	INV	APP	COMCAS
CHECK DATE:										
8771 20 142 0402780		03/31/2023			21.11		03/31/2023	INV	APP	COMCAS
CHECK DATE:										
8771 20 146 0714904		03/31/2023			158.86		03/31/2023	INV	APP	COMCAS
CHECK DATE:										
					4,477.98					
17443 COMMAND MECHANICAL GROUP LLC										
CS21-100-7-K		03/28/2023			1,320.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
CS21-100-7-L		03/28/2023			330.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					1,650.00					
523 COMMONWEALTH EDISON CO										
0021027396		04/04/2023	230406	375239	708.39	708.39	04/04/2023	INV	PD	515 RI
CHECK DATE: 04/06/2023										
0094103134		04/18/2023			102.93		04/18/2023	INV	APP	SS FAI
CHECK DATE:										
0094424012		04/18/2023			214.08		04/18/2023	INV	APP	SS BRU
CHECK DATE:										
0094434018		04/18/2023			350.73		04/18/2023	INV	APP	NS DAR
CHECK DATE:										
0094646018		04/18/2023			216.12		04/18/2023	INV	APP	WS TOW
CHECK DATE:										
0165066357		04/04/2023	230406	375239	131.42	131.42	04/04/2023	INV	PD	515 RI
CHECK DATE: 04/06/2023										
0169088037		04/18/2023			27.29		04/18/2023	INV	APP	2649 L
CHECK DATE:										
0212094025		04/18/2023			3,239.12		04/18/2023	INV	APP	RATE 2
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
0234161089		04/18/2023			74.39		04/18/2023	INV	APP	SIGNAL
CHECK DATE:										
0339139392		04/04/2023	230406	375239	635.60	635.60	04/04/2023	INV	PD	515 RI
CHECK DATE:	04/06/2023									
0384304018		04/04/2023	230406	375239	704.78	704.78	04/04/2023	INV	PD	1 S PR
CHECK DATE:	04/06/2023									
0384305015		04/04/2023	230406	375239	100.75	100.75	04/04/2023	INV	PD	123 SO
CHECK DATE:	04/06/2023									
0390057093		04/04/2023	230406	375239	275.85	275.85	04/04/2023	INV	PD	515 RI
CHECK DATE:	04/06/2023									
0423147246		04/04/2023	230406	375239	503.29	503.29	04/04/2023	INV	PD	3500 C
CHECK DATE:	04/06/2023									
0549091250		04/18/2023			469.74		04/18/2023	INV	APP	MISC
CHECK DATE:										
0885141033		04/18/2023			24.03		04/18/2023	INV	APP	MISC
CHECK DATE:										
1051133013		04/04/2023	230406	375239	19.84	19.84	04/04/2023	INV	PD	0 BLAC
CHECK DATE:	04/06/2023									
1115002028		04/18/2023			167.13		04/18/2023	INV	APP	2500 M
CHECK DATE:										
1228090034		04/04/2023	230406	375239	56.28	56.28	04/04/2023	INV	PD	LITE R
CHECK DATE:	04/06/2023									
1347085108		04/04/2023	230406	375239	55.96	55.96	04/04/2023	INV	PD	LITE R
CHECK DATE:	04/06/2023									
1808003000		04/04/2023	230406	375239	295.45	295.45	04/04/2023	INV	PD	LITE R
CHECK DATE:	04/06/2023									
1977044073		04/04/2023	230406	375239	268.86	268.86	04/04/2023	INV	PD	LITE R
CHECK DATE:	04/06/2023									
2074162004		04/04/2023	230406	375239	10.29	10.29	04/04/2023	INV	PD	LITE R
CHECK DATE:	04/06/2023									
2074168006		04/18/2023			1,058.10		04/18/2023	INV	APP	MISC
CHECK DATE:										
2208156210		04/04/2023	230406	375239	844.44	844.44	04/04/2023	INV	PD	401 MA
CHECK DATE:	04/06/2023									
2253008081		04/18/2023			273.59		04/18/2023	INV	APP	MISC
CHECK DATE:										
2257118006		04/18/2023			3,757.67		04/18/2023	INV	APP	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
2334073006		04/04/2023	230406	375239	238.12	238.12	04/04/2023	INV	PD	LITE R
CHECK DATE:	04/06/2023									
3283079071		04/18/2023			453.04		04/18/2023	INV	APP	CASHEL
CHECK DATE:										
3447160020		04/18/2023			87.14		04/18/2023	INV	APP	STREET
CHECK DATE:										
3547120055		04/04/2023	230406	375239	26.71	26.71	04/04/2023	INV	PD	1508 F
CHECK DATE:	04/06/2023									
3587106011		04/18/2023			180.07		04/18/2023	INV	APP	LITE C
CHECK DATE:										
3831075063		04/18/2023			124,375.84		04/18/2023	INV	APP	MASTER
CHECK DATE:										
4260081010		04/18/2023			158.81		04/18/2023	INV	APP	WATER
CHECK DATE:										
4647051076		04/18/2023			245.20		04/18/2023	INV	APP	MISSIO
CHECK DATE:										
4677134006		04/04/2023	230406	375239	18.55	18.55	04/04/2023	INV	PD	RT/23
CHECK DATE:	04/06/2023									
4739132028		04/04/2023	230406	375239	139.05	139.05	04/04/2023	INV	PD	LITE R
CHECK DATE:	04/06/2023									
4758040018		04/18/2023			88.81		04/18/2023	INV	APP	OW BLU
CHECK DATE:										
5263118024		04/04/2023	230406	375239	233.71	233.71	04/04/2023	INV	PD	6707 C
CHECK DATE:	04/06/2023									
5395059118		04/18/2023			1,102.53		04/18/2023	INV	APP	50 S C
CHECK DATE:										
6321071047		04/18/2023			101.52		04/18/2023	INV	APP	STLOUI
CHECK DATE:										
7164074049		04/18/2023			27.14		04/18/2023	INV	APP	LITE 1
CHECK DATE:										
7587032038		04/18/2023			3,570.38		04/18/2023	INV	APP	MISC
CHECK DATE:										
9074076019		04/18/2023			1,131.03		04/18/2023	INV	APP	501 RI
CHECK DATE:										
9074076019		04/18/2023			392.12		04/18/2023	INV	APP	501 RI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9074077025		04/18/2023			286.65		04/18/2023	INV	APP	501-1/
CHECK DATE:										
9074077025		04/18/2023			110.25		04/18/2023	INV	APP	501 1/
CHECK DATE:										
9158227036		04/18/2023			209.02		04/18/2023	INV	APP	MISC
CHECK DATE:										
9158228042		04/18/2023			186.02		04/18/2023	INV	APP	10 S C
CHECK DATE:										
9158229012		04/18/2023			70.91		04/18/2023	INV	APP	MISC
CHECK DATE:										
9410218039		04/18/2023			40.41		04/18/2023	INV	APP	1 E CA
CHECK DATE:										
9587089011		04/18/2023			91.64		04/18/2023	INV	APP	0 LAWR
CHECK DATE:										
					148,150.79					
15747 COMPLETE MECHANICAL SERVICES										
21109		03/28/2023			4,378.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
13860 COPS TESTING SERVICE INC										
107667		03/28/2023			1,925.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
107668		03/28/2023			3,150.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					5,075.00					
17697 CORDICO INC										
INVCOR724	23000426	04/04/2023	230406	375240	33,250.00	33,250.00	04/04/2023	INV	PD	WELLNE
CHECK DATE:	04/06/2023									
15872 CORE & MAIN LP										
23000371	23000371	04/04/2023	230406	375241	17,561.00	17,561.00	04/04/2023	INV	PD	PURCHA
CHECK DATE:	04/06/2023									
S276085	23000371	04/04/2023	230406	375241	1,410.00	1,410.00	04/04/2023	INV	PD	PURCHA
CHECK DATE:	04/06/2023									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					18,971.00					
576 CRESCENT ELECTRIC SUPPLY										
S511232367.001		03/28/2023			8.12		03/28/2023	INV	APP	MISC
CHECK DATE:										
S511256181.001		03/28/2023			192.55		03/28/2023	INV	APP	MISC
CHECK DATE:										
					200.67					
17065 CULPEPPERS LAWN WORKS										
193		03/28/2023			300.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
599 D CONSTRUCTION INC										
2584-1021-PAY12	23000382	04/04/2023	230406	375245	619,709.02	619,709.02	04/04/2023	INV	PD	Houbol
CHECK DATE: 04/06/2023										
17464 D'ORAZIO FORD										
20230401	23000424	04/18/2023			97,663.88		04/18/2023	INV	APP	AUTOMO
CHECK DATE:										
17025 DEERFIELD CONSTRUCTION GROUP INC										
23-780134-01		03/28/2023			9,031.36		03/28/2023	INV	APP	MISC
CHECK DATE:										
12486 DELTA INDUSTRIES INC										
SIN007893		03/28/2023			1,182.09		03/28/2023	INV	APP	MISC
CHECK DATE:										
SIN007894		03/28/2023			1,833.41		03/28/2023	INV	APP	MISC
CHECK DATE:										
SIN007992		03/28/2023			593.40		03/28/2023	INV	APP	MISC
CHECK DATE:										
SIN007993		03/28/2023			4,143.64		03/28/2023	INV	APP	MISC
CHECK DATE:										
SIN008106		03/28/2023			259.78		03/28/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					8,012.32					
16097 DIRECT ENERGY BUSINESS										
168071		04/18/2023			13,514.71		04/18/2023	INV	APP	8901 J
CHECK DATE:										
1680735		04/18/2023			13,688.57		04/18/2023	INV	APP	1301 F
CHECK DATE:										
1680755		04/04/2023	230406	375248	11,625.65	11,625.65	04/04/2023	INV	PD	107 TW
CHECK DATE:	04/06/2023									
1680770		04/18/2023			215.85		04/18/2023	INV	APP	3201 M
CHECK DATE:										
1680771		04/18/2023			7.62		04/18/2023	INV	APP	LITE R
CHECK DATE:										
1680778		04/18/2023			37,970.50		04/18/2023	INV	APP	4000 C
CHECK DATE:										
1680783		04/18/2023			24,468.27		04/18/2023	INV	APP	1021 M
CHECK DATE:										
1680786		04/18/2023			11,571.88		04/18/2023	INV	APP	MISC
CHECK DATE:										
1680806		04/18/2023			11,120.84		04/18/2023	INV	APP	0 ROSA
CHECK DATE:										
1680807		04/04/2023	230406	375248	11,444.85	11,444.85	04/04/2023	INV	PD	WELL 2
CHECK DATE:	04/06/2023									
1680812		04/18/2023			1,221.39		04/18/2023	INV	APP	1960 G
CHECK DATE:										
1680814		04/18/2023			85.46		04/18/2023	INV	APP	82 N B
CHECK DATE:										
1680826		04/18/2023			3,370.56		04/18/2023	INV	APP	4375 B
CHECK DATE:										
1680844		04/18/2023			385.97		04/18/2023	INV	APP	0 S MC
CHECK DATE:										
1757815		04/18/2023			45.00		04/18/2023	INV	APP	2525 G
CHECK DATE:										
					140,737.12					
17206 DONAHUE & ROSE PC										
1308	23000337	04/18/2023			7,987.50		04/18/2023	INV	APP	Legal
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1309	23000337	04/18/2023			1,537.50		04/18/2023	INV	APP	Legal
CHECK DATE:										
1310	23000337	04/18/2023			10,140.00		04/18/2023	INV	APP	Legal
CHECK DATE:										
1334	23000337	04/18/2023			47,400.00		04/18/2023	INV	APP	Legal
CHECK DATE:										
1335	23000337	04/18/2023			75.00		04/18/2023	INV	APP	Legal
CHECK DATE:										
1336	23000337	04/18/2023			4,972.50		04/18/2023	INV	APP	Legal
CHECK DATE:										
1337	23000337	04/18/2023			9,112.50		04/18/2023	INV	APP	Legal
CHECK DATE:										
1338	23000337	04/18/2023			2,925.00		04/18/2023	INV	APP	Legal
CHECK DATE:										
					84,150.00					
12431 DONOHUE & ASSOCIATES INC										
14163-03	23000411	04/18/2023			500.00		04/18/2023	INV	APP	PSA 20
CHECK DATE:										
15144 EARLY BIRD ENTERPRISES LLC										
01/24/2023		03/28/2023			275.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
7582 ELLIOTT ELECTRIC INC										
27713		03/28/2023			6,586.18		03/28/2023	INV	APP	MISC
CHECK DATE:										
27714	23000422	04/18/2023			10,707.48		04/18/2023	INV	APP	Well R
CHECK DATE:										
					17,293.66					
16591 ENVIRONMENTAL CONSULTING GROUP INC										
2023-217		03/28/2023			2,811.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
795 FEDERAL SIGNAL CORPORATION										
8271232		03/28/2023			600.00		03/28/2023	INV	APP	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
8272000		03/28/2023			3,596.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					4,196.00					
2597 FIELDS, THE										
1472	23000002	04/18/2023			102,910.00		04/18/2023	INV	APP	EAB Tr
CHECK DATE:										
12460 FIRE SERVICE, INC.										
IL-5850		03/28/2023			207.98		03/28/2023	INV	APP	MISC
CHECK DATE:										
IL-5874		03/28/2023			25.46		03/28/2023	INV	APP	MISC
CHECK DATE:										
					233.44					
17395 FIRR OAK PROPERTIES										
February 2023	23000398	04/04/2023	230406	375256	1,287.60	1,287.60	04/04/2023	INV	PD	2023 B
CHECK DATE: 04/06/2023										
January 2023	23000398	04/04/2023	230406	375256	1,494.80	1,494.80	04/04/2023	INV	PD	2023 B
CHECK DATE: 04/06/2023										
					2,782.40					
17261 FLOCK GROUP INC										
INV-11077	23000447	04/18/2023			39,750.00		04/18/2023	INV	APP	SAFETY
CHECK DATE:										
4677 FOX, RONALD										
03/19/2023		03/28/2023			261.80		03/28/2023	INV	APP	MISC
CHECK DATE:										
10005 FREEDOM FIRST AID & SAFETY										
49798		04/04/2023	230406	375261	76.90	76.90	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
49799		04/04/2023	230406	375261	128.00	128.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
49804	23000020	04/18/2023			164.20		04/18/2023	INV	APP	FIRST
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
49805	23000020	04/18/2023			44.85		04/18/2023	INV	APP	FIRST
CHECK DATE:										
49806	23000020	04/18/2023			126.15		04/18/2023	INV	APP	FIRST
CHECK DATE:										
49807	23000020	04/18/2023			97.00		04/18/2023	INV	APP	FIRST
CHECK DATE:										
49808	23000020	04/18/2023			54.75		04/18/2023	INV	APP	FIRST
CHECK DATE:										
49809	23000020	04/18/2023			40.90		04/18/2023	INV	APP	FIRST
CHECK DATE:										
49810	23000020	04/18/2023			92.55		04/18/2023	INV	APP	FIRST
CHECK DATE:										
49811		04/18/2023			77.35		04/18/2023	INV	APP	MISC
CHECK DATE:										
					902.65					
7891 FULL COMPASS										
INC02318149		04/18/2023			145.23		04/18/2023	INV	APP	MISC
CHECK DATE:										
900 GASVODA & ASSOC INC										
INV23PTS0104		03/28/2023			4,384.98		03/28/2023	INV	APP	MISC
CHECK DATE:										
13439 GENE MAY HEATING & COOLING										
124722		03/28/2023			615.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
124723		03/28/2023			328.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					943.00					
13848 GOULD BROTHERS, LLC										
23-0041S		03/28/2023			8,368.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
17960 GOVERNMENT CONSULTING SOLUTIONS, INC										
6105		03/28/2023			6,000.00		03/28/2023	INV	APP	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
12403 GRAINGER										
9495883127		04/18/2023			61.78		04/18/2023	INV	APP	MISC
CHECK DATE:										
9630645613		04/04/2023	230406	375267	55.36	55.36	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9631320802		04/04/2023	230406	375267	62.84	62.84	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9631329522		04/04/2023	230406	375267	1,655.19	1,655.19	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9633388575		04/04/2023	230406	375267	4.74	4.74	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9635459879		04/04/2023	230406	375267	15.31	15.31	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9635690648		04/04/2023	230406	375267	41.67	41.67	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9635981617		04/04/2023	230406	375267	37.10	37.10	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9636351802		04/04/2023	230406	375267	9.90	9.90	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9636474430		04/04/2023	230406	375267	839.97	839.97	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9638024753		04/04/2023	230406	375267	74.55	74.55	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9639581991		04/04/2023	230406	375267	85.54	85.54	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9640235983		04/04/2023	230406	375267	696.18	696.18	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9642113543		04/04/2023	230406	375267	6.76	6.76	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9643390561		04/04/2023	230406	375267	13.12	13.12	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9644774243		04/04/2023	230406	375267	95.94	95.94	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9645920290		04/04/2023	230406	375267	587.88	587.88	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9647031732		04/18/2023			26.58		04/18/2023	INV	APP	MISC
CHECK DATE:										
9648959840		04/18/2023			122.62		04/18/2023	INV	APP	MISC
CHECK DATE:										
9649356939		04/04/2023	230406	375267	736.91	736.91	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
9651730641		04/18/2023			28.56		04/18/2023	INV	APP	MISC
CHECK DATE:										
9653256504		04/18/2023			209.50		04/18/2023	INV	APP	MISC
CHECK DATE:										
9653549429		04/18/2023			329.51		04/18/2023	INV	APP	MISC
CHECK DATE:										
9654305300		04/18/2023			78.80		04/18/2023	INV	APP	MISC
CHECK DATE:										
9654463224		04/18/2023			193.80		04/18/2023	INV	APP	MISC
CHECK DATE:										
9655295823		04/18/2023			520.48		04/18/2023	INV	APP	MISC
CHECK DATE:										
					6,590.59					
12659 GROOMS, ANN MARIE										
APRIL 2023		03/28/2023			57.40		03/28/2023	INV	APP	MISC
CHECK DATE:										
15146 WEST JEFF AUTO SALES LLC										
183515J		03/28/2023			510.84		03/28/2023	INV	APP	MISC
CHECK DATE:										
11860 HAWKINS INC										
6427325		03/28/2023			637.01		03/28/2023	INV	APP	MISC
CHECK DATE:										
6427326	23000058	04/04/2023	230406	375268	457.90	457.90	04/04/2023	INV	PD	2023 D
CHECK DATE:	04/06/2023									
6427327	23000058	04/04/2023	230406	375268	325.35	325.35	04/04/2023	INV	PD	2023 D
CHECK DATE:	04/06/2023									
6427328	23000058	04/04/2023	230406	375268	433.80	433.80	04/04/2023	INV	PD	2023 D
CHECK DATE:	04/06/2023									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
6427329	23000058	04/04/2023	230406	375268	867.60	867.60	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427330	23000058	04/04/2023	230406	375268	795.30	795.30	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427345	23000058	04/04/2023	230406	375268	2,000.30	2,000.30	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427346	23000057	04/04/2023	230406	375268	1,598.00	1,598.00	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427421	23000058	04/04/2023	230406	375268	2,385.90	2,385.90	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427422	23000057	04/04/2023	230406	375268	1,504.00	1,504.00	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427532	23000058	04/04/2023	230406	375268	662.75	662.75	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427533	23000058	04/04/2023	230406	375268	554.30	554.30	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427534	23000057	04/04/2023	230406	375268	526.40	526.40	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427546	23000058	04/04/2023	230406	375268	1,060.40	1,060.40	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427547	23000058	04/04/2023	230406	375268	361.50	361.50	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427548	23000057	04/04/2023	230406	375268	554.60	554.60	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427549	23000058	04/04/2023	230406	375268	530.20	530.20	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427550	23000057	04/04/2023	230406	375268	601.60	601.60	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6427772	23000058	04/04/2023	230406	375268	964.00	964.00	04/04/2023	INV	PD	2023 D
CHECK DATE: 04/06/2023										
6429281	23000056	04/04/2023	230406	375268	9,530.78	9,530.78	04/04/2023	INV	PD	2023 S
CHECK DATE: 04/06/2023										
6430831	23000058	04/18/2023			530.20		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6430832	23000058	04/18/2023			530.20		04/18/2023	INV	APP	2023 D
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
6430834	23000058	04/18/2023			1,060.40		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6430840	23000058	04/18/2023			795.30		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6430841	23000058	04/18/2023			361.50		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6430843	23000058	04/18/2023			602.50		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6435784	23000058	04/18/2023			1,566.50		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6435785	23000058	04/18/2023			2,385.90		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6435809	23000058	04/18/2023			2,385.90		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6435810	23000057	04/18/2023			3,102.00		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6436051	23000058	04/18/2023			530.20		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6436072	23000057	04/18/2023			620.40		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6436073	23000058	04/18/2023			530.20		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6436074	23000057	04/18/2023			545.20		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6436077	23000058	04/18/2023			1,205.00		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6436079	23000058	04/18/2023			662.75		04/18/2023	INV	APP	2023 D
CHECK DATE:										
6436080	23000057	04/18/2023			629.80		04/18/2023	INV	APP	2023 D
CHECK DATE:										
					44,395.64					
9802 HEMMINGS MOTOR NEWS										
0768524738		03/28/2023			12.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
0770496396		03/28/2023			20.00		03/28/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					32.00					
18258 HFS BUREAU OF FISCAL OPERATIONS - GEMT										
2022120331043		03/28/2023			2,792,170.38		03/28/2023	INV	APP	MISC
CHECK DATE:										
18011 HOLCIM - MAMR INC										
717614759	23000026	04/18/2023			643.05		04/18/2023	INV	APP	2022 A
CHECK DATE:										
717626718	23000026	04/18/2023			212.35		04/18/2023	INV	APP	2022 A
CHECK DATE:										
717636063	23000026	04/18/2023			210.16		04/18/2023	INV	APP	2022 A
CHECK DATE:										
717652066	23000026	04/18/2023			859.79		04/18/2023	INV	APP	2022 A
CHECK DATE:										
					1,925.35					
17151 IDEXX DISTRIBUTION INC										
3124670674		03/28/2023			2,759.28		03/28/2023	INV	APP	MISC
CHECK DATE:										
3902 ILL STATE POLICE										
02/01/23-02/28/23		03/28/2023			141.25		03/28/2023	INV	APP	COST C
CHECK DATE:										
13346 INFOSEND INC										
232934	23000284	04/18/2023			26,053.96		04/18/2023	INV	APP	PRINT/
CHECK DATE:										
17457 ITERIS INC										
155243	23000372	04/04/2023	230406	50664	3,085.00	3,085.00	04/04/2023	INV	PD	PES PH
CHECK DATE: 04/06/2023										
13273 IWS INC										
031323-A		03/28/2023			2,500.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
16805 JACK DOHENY COMPANIES INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
189204		03/28/2023			170.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
1339 JCM UNIFORMS										
71336		04/04/2023	230406	375275	89.00	89.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
787764		04/18/2023			1,078.80		04/18/2023	INV	APP	MISC
CHECK DATE:										
791106		04/18/2023			1,852.50		04/18/2023	INV	APP	MISC
CHECK DATE:										
791300		04/04/2023	230406	375275	89.00	89.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791302		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791310		04/04/2023	230406	375275	77.00	77.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791314		04/04/2023	230406	375275	95.40	95.40	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791315		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791322		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791323		04/04/2023	230406	375275	83.08	83.08	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791327		04/04/2023	230406	375275	72.00	72.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791329		04/04/2023	230406	375275	65.20	65.20	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791331		04/04/2023	230406	375275	77.00	77.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791332		04/04/2023	230406	375275	77.00	77.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791333		04/04/2023	230406	375275	72.00	72.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
791334		04/04/2023	230406	375275	76.00	76.00	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
791335		04/04/2023	230406	375275	72.00	72.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791337		04/04/2023	230406	375275	77.00	77.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791338		04/04/2023	230406	375275	65.00	65.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791364		04/04/2023	230406	375275	75.00	75.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791378		04/04/2023	230406	375275	96.00	96.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791381		04/04/2023	230406	375275	75.00	75.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791396		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791412		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791413		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791458		04/04/2023	230406	375275	83.08	83.08	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791461		04/04/2023	230406	375275	100.20	100.20	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791464		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791468		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791469		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791474		04/04/2023	230406	375275	77.00	77.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791475		04/04/2023	230406	375275	77.00	77.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791496		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791497		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
791556		04/04/2023	230406	375275	70.00	70.00	04/04/2023	INV	PD	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 04/06/2023										
791557		04/04/2023	230406	375275	89.00	89.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
792061	23000241	04/18/2023			545.90		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792097		04/04/2023	230406	375275	77.00	77.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
792246		04/04/2023	230406	375275	82.00	82.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
792279		04/18/2023			687.25		04/18/2023	INV	APP	MISC
CHECK DATE:										
792300		04/18/2023			243.85		04/18/2023	INV	APP	MISC
CHECK DATE:										
792378		04/04/2023	230406	375275	100.40	100.40	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
792560		04/04/2023	230406	375275	70.00	70.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
792802	23000355	04/18/2023			355.90		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792803	23000358	04/18/2023			429.85		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792808	23000350	04/18/2023			355.90		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792811	23000357	04/18/2023			390.90		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792818	23000381	04/18/2023			495.90		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792819	23000377	04/18/2023			495.90		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792869		04/18/2023			241.90		04/18/2023	INV	APP	MISC
CHECK DATE:										
792930	23000406	04/18/2023			250.90		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792960	23000402	04/18/2023			617.35		04/18/2023	INV	APP	POLICE
CHECK DATE:										
792970	23000401	04/18/2023			208.40		04/18/2023	INV	APP	POLICE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
792971	23000403	04/18/2023			460.15		04/18/2023	INV	APP	POLICE
CHECK DATE:										
					11,771.71					
17036 JOHN OHLSON										
2023 BOOTS		03/28/2023			100.00		03/28/2023	INV	APP	2023 B
CHECK DATE:										
1359 JOLIET PUBLIC LIBRARY										
04032023		03/28/2023			4,743.92		03/28/2023	INV	APP	MISC
CHECK DATE:										
10764 JOLIET SUSPENSION INC										
134768		03/28/2023			470.36		03/28/2023	INV	APP	MISC
CHECK DATE:										
6725 KIESLER POLICE SUPPLY										
IN200862		04/18/2023			3,620.00		04/18/2023	INV	APP	MISC
CHECK DATE:										
15482 KNELL O CONNOR DANIELEWICZ										
87225-87244		03/28/2023			11,488.70		03/28/2023	INV	APP	MISC
CHECK DATE:										
13560 L DEGEUS & ASSOCIATES INC										
351768		03/28/2023			30.00		03/28/2023	INV	APP	RAUL A
CHECK DATE:										
2607 LABOR RECORD, THE										
69505		04/18/2023			140.76		04/18/2023	INV	APP	MISC
CHECK DATE:										
69542		04/18/2023			186.66		04/18/2023	INV	APP	MISC
CHECK DATE:										
69544		04/18/2023			159.12		04/18/2023	INV	APP	MISC
CHECK DATE:										
69591		04/18/2023			138.72		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
69610		04/18/2023			76.50		04/18/2023	INV	APP	MISC
CHECK DATE:										
69619		04/18/2023			95.88		04/18/2023	INV	APP	MISC
CHECK DATE:										
69620		04/18/2023			118.32		04/18/2023	INV	APP	MISC
CHECK DATE:										
69621		04/18/2023			89.76		04/18/2023	INV	APP	MISC
CHECK DATE:										
					1,005.72					
1541 LAI & ASSOCIATES INC										
23-20077	23000120	04/18/2023			9,801.72		04/18/2023	INV	APP	WSTP-f
CHECK DATE:										
23-20146		03/28/2023			5,937.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					15,738.72					
13142 LAWSON PRODUCTS INC										
9310438120		03/28/2023			1,249.39		03/28/2023	INV	APP	MISC
CHECK DATE:										
17305 M & M AUTOCRAFTS LLC										
4223		03/28/2023			177.71		03/28/2023	INV	APP	MISC
CHECK DATE:										
15338 JOEL MARINO										
2023 BOOTS		03/28/2023			180.63		03/28/2023	INV	APP	2023 B
CHECK DATE:										
8182 MARKERTEK VIDEO SUPPLY										
1365644		04/04/2023			-223.26		04/04/2023	CRM	APP	CREDIT
CHECK DATE:										
8894 MARTIN WHALEN OFFICE SOLUTIONS, INC										
IN4357119	23000052	04/18/2023			3,506.00		04/18/2023	INV	APP	MANAGE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1679 MC MASTER-CARR SUPPLY CO										
94240318		03/28/2023			76.81		03/28/2023	INV	APP	MISC
CHECK DATE:										
9590 MARK MCCABE										
2023 BOOTS		03/28/2023			200.00		03/28/2023	INV	APP	2023 B
CHECK DATE:										
7864 MCGRAW HILL CONSTRUCTION ENR										
1107505957		03/28/2023			144.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
18254 MCNICHOL, KRISTINA										
03/24/2023		03/28/2023			9,900.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
10340 ME SIMPSON CO INC										
39662	23000177	04/18/2023			5,160.00		04/18/2023	INV	APP	2022 W
CHECK DATE:										
39680	23000177	04/18/2023			6,422.50		04/18/2023	INV	APP	2022 W
CHECK DATE:										
					11,582.50					
1704 MENARDS-JOLIET										
042691	23000018	04/18/2023			224.05		04/18/2023	INV	APP	2023 B
CHECK DATE:										
042842		04/18/2023			120.33		04/18/2023	INV	APP	MISC
CHECK DATE:										
40444		04/18/2023			-5.34		04/18/2023	CRM	APP	CREDIT
CHECK DATE:										
41530		04/04/2023	230406	375283	7.49	7.49	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
41613		04/04/2023	230406	375283	50.42	50.42	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
41629		04/04/2023	230406	375283	444.29	444.29	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
41630		04/04/2023	230406	375283	137.80	137.80	04/04/2023	INV	PD	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 04/06/2023										
41634		04/04/2023	230406	375283	175.83	175.83	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
41701		04/04/2023	230406	375283	14.98	14.98	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
41899		04/04/2023	230406	375283	24.37	24.37	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
41974		04/04/2023	230406	375283	80.48	80.48	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
41987		04/04/2023	230406	375283	24.99	24.99	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42013		04/04/2023	230406	375283	17.56	17.56	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42053		04/04/2023	230406	375283	484.87	484.87	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42345		04/04/2023	230406	375283	203.26	203.26	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42367		04/04/2023	230406	375283	65.06	65.06	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42414		04/04/2023	230406	375283	193.52	193.52	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42419		04/04/2023	230406	375283	176.39	176.39	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42548		04/04/2023	230406	375283	249.97	249.97	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42550		04/04/2023	230406	375283	86.18	86.18	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42615		04/18/2023			51.96		04/18/2023	INV	APP	MISC
CHECK DATE:										
42617		04/04/2023	230406	375283	81.63	81.63	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42699		04/18/2023			136.67		04/18/2023	INV	APP	MISC
CHECK DATE:										
42824		04/04/2023	230406	375283	90.17	90.17	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42856		04/18/2023			39.91		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
42874		04/04/2023	230406	375283	99.67	99.67	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
42950		04/18/2023			739.23		04/18/2023	INV	APP	MISC
CHECK DATE:										
42959		04/18/2023			62.24		04/18/2023	INV	APP	MISC
CHECK DATE:										
43009		04/18/2023			290.11		04/18/2023	INV	APP	MISC
CHECK DATE:										
43015		04/18/2023			45.83		04/18/2023	INV	APP	MISC
CHECK DATE:										
43016		04/18/2023			334.77		04/18/2023	INV	APP	MISC
CHECK DATE:										
43078		04/04/2023	230406	375283	100.68	100.68	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
43101		04/18/2023			80.60		04/18/2023	INV	APP	MISC
CHECK DATE:										
43146		04/04/2023	230406	375283	248.78	248.78	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
43170		04/18/2023			91.51		04/18/2023	INV	APP	MISC
CHECK DATE:										
43345		04/18/2023			29.98		04/18/2023	INV	APP	MISC
CHECK DATE:										
43360		04/18/2023			158.04		04/18/2023	INV	APP	MISC
CHECK DATE:										
43433		04/18/2023			3.17		04/18/2023	INV	APP	MISC
CHECK DATE:										
43443		04/18/2023			-16.99		04/18/2023	CRM	APP	CREDIT
CHECK DATE:										
43446		04/18/2023			517.75		04/18/2023	INV	APP	MISC
CHECK DATE:										
43454		04/18/2023			10.17		04/18/2023	INV	APP	MISC
CHECK DATE:										
43619		04/18/2023			87.76		04/18/2023	INV	APP	MISC
CHECK DATE:										
43622		04/18/2023			615.26		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
43625		04/18/2023			18.62		04/18/2023	INV	APP	MISC
CHECK DATE:										
44057		04/18/2023			211.76		04/18/2023	INV	APP	MISC
CHECK DATE:										
					6,905.78					
14244 MIDWEST SEPTIC AND DRAIN INC										
11757		03/28/2023			475.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
17852 MORTON SALT INC										
5402790525	23000012	04/18/2023			79,788.68		04/18/2023	INV	APP	Rock S
CHECK DATE:										
5402791423	23000012	04/18/2023			20,216.31		04/18/2023	INV	APP	Rock S
CHECK DATE:										
					100,004.99					
1793 MOTOROLA SOLUTIONS - STARCOM										
8230404818	23000362	04/04/2023	230406	375287	19,296.00	19,296.00	04/04/2023	INV	PD	YEARLY
CHECK DATE: 04/06/2023										
15259 MUDRON, PATRICK										
2023 EXCHANGE CLUB		03/28/2023			25.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
16647 MARK MUEHLBAUER										
2023 CDL		03/28/2023			60.00		03/28/2023	INV	APP	2023 C
CHECK DATE:										
11463 MUNICIPAL EMERGENCY SERVICES INC										
IN1848250		03/28/2023			297.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
IN1849621		03/28/2023			159.27		03/28/2023	INV	APP	MISC
CHECK DATE:										
					456.27					
1336 NAPA GENUINE PARTS										
0740-779560		04/04/2023	230406	375290	400.60	400.60	04/04/2023	INV	PD	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 04/06/2023										
0740-780238		04/18/2023			37.64		04/18/2023	INV	APP	MISC
CHECK DATE:										
0740-780418		04/04/2023	230406	375290	-110.00	-110.00	04/04/2023	CRM	PD	CREDIT
CHECK DATE: 04/06/2023										
0740-780991		04/04/2023	230406	375290	157.41	157.41	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
0740-781356		04/04/2023	230406	375290	3,233.10	3,233.10	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
0740-781357		04/04/2023	230406	375290	3,633.10	3,633.10	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
0740-781601		04/18/2023			104.52		04/18/2023	INV	APP	MISC
CHECK DATE:										
0740-781636		04/18/2023			203.98		04/18/2023	INV	APP	MISC
CHECK DATE:										
0740-781854		04/18/2023			20.15		04/18/2023	INV	APP	MISC
CHECK DATE:										
3104-793678		04/04/2023	230406	375290	34.75	34.75	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-793680		04/04/2023	230406	375290	69.50	69.50	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-793720		04/04/2023	230406	375290	17.86	17.86	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-793788		04/04/2023	230406	375290	533.61	533.61	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-793807		04/04/2023	230406	375290	23.68	23.68	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-793977		04/04/2023	230406	375290	2.52	2.52	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-794003		04/04/2023	230406	375290	343.96	343.96	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-794052		04/04/2023	230406	375290	69.99	69.99	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
3104-794102		04/18/2023			419.44		04/18/2023	INV	APP	MISC
CHECK DATE:										
3104-794151		04/04/2023	230406	375290	450.74	450.74	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					9,646.55					
13871 NORTHEASTERN ILL PUBLIC SAFETY										
51204686		03/28/2023			3,900.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
1896 NORTHERN ILL GAS CO DIV										
07-98-40-2000		04/18/2023			49.90		04/18/2023	INV	APP	3322 M
CHECK DATE:										
09-97-97-1493		04/18/2023			50.68		04/18/2023	INV	APP	199 MI
CHECK DATE:										
11-93-47-1231		04/04/2023	230406	375291	75.18	75.18	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
11-93-47-1231		04/18/2023			126.62		04/18/2023	INV	APP	515 RI
CHECK DATE:										
13-59-97-1989		04/18/2023			582.56		04/18/2023	INV	APP	450 LA
CHECK DATE:										
15-21-61-2000		04/18/2023			3,167.24		04/18/2023	INV	APP	1021 M
CHECK DATE:										
20-02-26-6413		04/18/2023			165.33		04/18/2023	INV	APP	2750 M
CHECK DATE:										
22-85-69-4782		04/04/2023	230406	375291	1,643.09	1,643.09	04/04/2023	INV	PD	2001 A
CHECK DATE:	04/06/2023									
23-60-59-3598		04/18/2023			51.49		04/18/2023	INV	APP	2400 M
CHECK DATE:										
24-17-48-7803		04/18/2023			162.66		04/18/2023	INV	APP	401 WO
CHECK DATE:										
33-51-04-1786		04/18/2023			1,152.85		04/18/2023	INV	APP	1021 W
CHECK DATE:										
36-39-93-5951		04/18/2023			328.95		04/18/2023	INV	APP	515 RI
CHECK DATE:										
37-09-62-6669		04/18/2023			56.75		04/18/2023	INV	APP	1021 M
CHECK DATE:										
42-02-45-0461		04/18/2023			49.90		04/18/2023	INV	APP	2500 M
CHECK DATE:										
46-23-17-3566		04/18/2023			25.71		04/18/2023	INV	APP	515 RI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
50-16-20-2556		04/18/2023			580.60		04/18/2023	INV	APP	501 RI
CHECK DATE:										
53-24-22-2000		04/18/2023			1,409.66		04/18/2023	INV	APP	19 W C
CHECK DATE:										
64-98-88-6107		04/18/2023			255.87		04/18/2023	INV	APP	515 RI
CHECK DATE:										
66-81-19-2906		04/04/2023	230406	375291	788.87	788.87	04/04/2023	INV	PD	8301 J
CHECK DATE:	04/06/2023									
68-65-48-4049		04/18/2023			166.71		04/18/2023	INV	APP	401 MA
CHECK DATE:										
80-26-09-9090		04/18/2023			50.03		04/18/2023	INV	APP	106 FA
CHECK DATE:										
88-69-74-2099		04/18/2023			160.38		04/18/2023	INV	APP	1301 F
CHECK DATE:										
88-93-65-5062		04/18/2023			160.38		04/18/2023	INV	APP	NS CAM
CHECK DATE:										
89-46-91-0656		04/18/2023			25.71		04/18/2023	INV	APP	515 RI
CHECK DATE:										
90-91-56-2248		04/18/2023			352.12		04/18/2023	INV	APP	10 S C
CHECK DATE:										
98-68-74-9901		04/18/2023			25.71		04/18/2023	INV	APP	515 RI
CHECK DATE:										
					11,664.95					
15231 ROBERT O'DEKIRK										
2023 EXCHANGE CLUB		03/28/2023			25.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
17993 ODP BUSINESS SOLUTIONS LLC										
302552292001		04/04/2023	230406	375292	9.74	9.74	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
302558666001		04/04/2023	230406	375292	15.69	15.69	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
303853932001		04/18/2023			54.85		04/18/2023	INV	APP	MISC
CHECK DATE:										
303856732001		04/18/2023			18.86		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
304689864001		04/18/2023			50.19		04/18/2023	INV	APP	MISC
CHECK DATE:										
305453162001		04/18/2023			15.30		04/18/2023	INV	APP	MISC
CHECK DATE:										
					164.63					
1918 OESTREICH SERV CO, INC										
239260	23000019	04/04/2023	230406	375293	102.50	102.50	04/04/2023	INV	PD	HARDWA
CHECK DATE: 04/06/2023										
239279		03/28/2023			225.84		03/28/2023	INV	APP	MISC
CHECK DATE:										
					328.34					
13189 OMEGA PLUMBING INC										
10094100		03/28/2023			3,654.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
10094105		03/28/2023			1,500.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					5,154.00					
15020 ONE STEP INC										
196083		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
196149		03/28/2023			80.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					120.00					
1950 PACE										
616038		03/28/2023			1,913.57		03/28/2023	INV	APP	MISC
CHECK DATE:										
16105 PASTERIS ENERGY INC										
COJ-12-03-2023	23000291	04/18/2023			1,500.00		04/18/2023	INV	APP	CONSUL
CHECK DATE:										
17092 PERFORMANCE PIPELINING INC										
2100.13	23000395	04/04/2023	230406	375297	483,176.18	483,176.18	04/04/2023	INV	PD	2021 S
CHECK DATE: 04/06/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
14159 PERISCOPE HOLDINGS INC										
SI-8852		04/18/2023			607.50		04/18/2023	INV	APP	MISC
CHECK DATE:										
7425 PLUMBERS & PIPEFITTERS LOCAL 422										
03/01/23-03/31/23		03/28/2023			10,935.97		03/28/2023	INV	APP	MISC
CHECK DATE:										
7740 POMP'S TIRE SERVICE INC										
411019947		03/28/2023			906.78		03/28/2023	INV	APP	MISC
CHECK DATE:										
690122621		03/28/2023			84.80		03/28/2023	INV	APP	MISC
CHECK DATE:										
					991.58					
17988 PRIMERA ENGINEERS LTD										
56516	23000296	04/18/2023			1,530.00		04/18/2023	INV	APP	PES: O
CHECK DATE:										
10298 PRIORITY STAFFING, LTD										
20218		03/28/2023			2,227.50		03/28/2023	INV	APP	MISC
CHECK DATE:										
20231		03/28/2023			2,227.50		03/28/2023	INV	APP	MISC
CHECK DATE:										
					4,455.00					
1948 PT FERRO CONSTR CO										
7918	23000107	04/18/2023			595.00		04/18/2023	INV	APP	2022 B
CHECK DATE:										
7919	23000107	04/18/2023			833.00		04/18/2023	INV	APP	2022 B
CHECK DATE:										
PAYMENT 5 & FINAL		04/04/2023	230406	50665	1,200.00	1,200.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
					2,628.00					
2124 R & R SEPTIC & SEWER SERV INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
23-1524		03/28/2023			250.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
15528 RATHBUN CSERVENYAK & KOZOL										
94780-94785		03/28/2023			3,989.35		03/28/2023	INV	APP	MISC
CHECK DATE:										
16203 RAY ALLEN MANUFACTURING LLC										
RINV301923	23000407	04/04/2023	230406	375304	1,065.91	1,065.91	04/04/2023	INV	PD	K9 OFF
CHECK DATE: 04/06/2023										
RINV302165	23000407	04/18/2023			329.98		04/18/2023	INV	APP	MISC
CHECK DATE:										
RINV303119-A	23000407	04/18/2023			59.99		04/18/2023	INV	APP	MISC
CHECK DATE:										
					1,455.88					
2157 RAY O'HERRON CO INC -DANVILLE										
2260539	23000246	04/18/2023			127.98		04/18/2023	INV	APP	POLICE
CHECK DATE:										
15192 READY REFRESH										
23C8104614857		03/28/2023			50.45		03/28/2023	INV	APP	MISC
CHECK DATE:										
17152 SHARON REARDON										
2023 EXCHANGE CLUB		03/28/2023			25.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
999191 REFUND-WATER BILLS										
194509		04/04/2023	230406	375307	117.86	117.86	04/04/2023	INV	PD	UB 708
CHECK DATE: 04/06/2023						PAYEE: CRUZ-DELANGEL, AMADO				
194510		04/04/2023	230406	375306	42.73	42.73	04/04/2023	INV	PD	UB 136
CHECK DATE: 04/06/2023						PAYEE: BRESLAN, VICTORIA				
194511		04/04/2023	230406	375308	50.36	50.36	04/04/2023	INV	PD	UB 663
CHECK DATE: 04/06/2023						PAYEE: G.S. COIMBRA, LLC				
194512		04/04/2023	230406	375309	375.79	375.79	04/04/2023	INV	PD	UB 459
CHECK DATE: 04/06/2023						PAYEE: HEAGNEY, BRIAN				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
194871		04/18/2023			104.18		04/18/2023	INV	APP	UB 165
CHECK DATE:						PAYEE: SFR ACQUISITIONS 3 LLC				
194872		04/18/2023			6.24		04/18/2023	INV	APP	UB 436
CHECK DATE:						PAYEE: ORCHARD, DEBORAH & KELSEY				
194873		04/18/2023			72.60		04/18/2023	INV	APP	UB 436
CHECK DATE:						PAYEE: ORCHARD, DEBORAH & KELSEY				
194874		03/28/2023			89.76		03/28/2023	INV	APP	UB 423
CHECK DATE:						PAYEE: CAZARES-LEON, DIANA				
194875		03/28/2023			311.56		03/28/2023	INV	APP	UB 101
CHECK DATE:						PAYEE: NUNN, CORDELIA				
195028		04/18/2023			89.77		04/18/2023	INV	APP	UB 374
CHECK DATE:						PAYEE: HARDY, RONALD & KATHLEEN				
195029		04/18/2023			2,340.00		04/18/2023	INV	APP	UB 513
CHECK DATE:						PAYEE: STEPAN COMPANY				
195030		04/18/2023			119.48		04/18/2023	INV	APP	UB 164
CHECK DATE:						PAYEE: BANKS, GARY & SUE				
195222		04/18/2023			92.62		04/18/2023	INV	APP	UB 389
CHECK DATE:						PAYEE: GOEBEL, DANIELLE				
195223		04/18/2023			213.65		04/18/2023	INV	APP	UB 439
CHECK DATE:						PAYEE: CONRAD, JUSTINE				
195224		04/18/2023			145.73		04/18/2023	INV	APP	UB 681
CHECK DATE:						PAYEE: ERREK, DAVID				
195225		04/18/2023			131.66		04/18/2023	INV	APP	UB 471
CHECK DATE:						PAYEE: HILLEBOLD, DREW				
195226		04/18/2023			60.79		04/18/2023	INV	APP	UB 122
CHECK DATE:						PAYEE: CAMPBELL, JOE R				
195227		04/18/2023			33.17		04/18/2023	INV	APP	UB 140
CHECK DATE:						PAYEE: HENDERSON, TIFFANY				
195338		04/18/2023			300.00		04/18/2023	INV	APP	UB 456
CHECK DATE:						PAYEE: JACOBSEN FAMILY TR				
195339		04/18/2023			13.34		04/18/2023	INV	APP	UB 639
CHECK DATE:						PAYEE: ALLARD, ANDREA				
195340		04/18/2023			14.70		04/18/2023	INV	APP	UB 160
CHECK DATE:						PAYEE: NOVAK, RUDOLFO				
195341		04/18/2023			51.81		04/18/2023	INV	APP	UB 117
CHECK DATE:						PAYEE: KOWALSKI, TIMOTHY				
195423		04/18/2023			2,163.57		04/18/2023	INV	APP	UB 513

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:						PAYEE: VISU-SEWER OF ILLINOIS LLC				
195424		04/18/2023			2,310.00		04/18/2023	INV	APP	UB 512
CHECK DATE:						PAYEE: LEN COX & SONS EXCAVATING				
					9,251.37					
11514 ROMEOVILLE FIRE ACADEMY										
2023-096		03/28/2023			850.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
2261 RON TIRAPELLI FORD, INC.										
40623	23000458	04/18/2023			422,081.30		04/18/2023	INV	APP	AUTOMO
CHECK DATE:										
635225CM		03/28/2023			-458.70		03/28/2023	CRM	APP	CREDIT
CHECK DATE:										
635500		03/28/2023			343.37		03/28/2023	INV	APP	MISC
CHECK DATE:										
635607		03/28/2023			239.03		03/28/2023	INV	APP	MISC
CHECK DATE:										
635635		03/28/2023			3,939.32		03/28/2023	INV	APP	MISC
CHECK DATE:										
635651		03/28/2023			3,713.19		03/28/2023	INV	APP	MISC
CHECK DATE:										
635651-01		03/28/2023			581.12		03/28/2023	INV	APP	MISC
CHECK DATE:										
635689		03/28/2023			39.70		03/28/2023	INV	APP	MISC
CHECK DATE:										
635691		03/28/2023			488.40		03/28/2023	INV	APP	MISC
CHECK DATE:										
635716		03/28/2023			101.18		03/28/2023	INV	APP	MISC
CHECK DATE:										
635771		03/28/2023			1,817.93		03/28/2023	INV	APP	MISC
CHECK DATE:										
					432,885.84					
5435 SAM'S CLUB DIRECT										
MARCH 2023		04/18/2023			581.38		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2345 SECRETARY OF STATE										
2023 ALVAREZ		03/28/2023			15.00		03/28/2023	INV	APP	RAUL A
CHECK DATE:										
3730 SENIOR SERVICE CENTER										
JANUARY 2023		03/28/2023			11,733.54		03/28/2023	INV	APP	INVOIC
CHECK DATE:										
18252 SHAWS AWNINGS AND TENTS INC										
03/21/2023		03/28/2023			1,300.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
2389 SHERWIN-WILLIAMS										
8994-8		03/28/2023			272.67		03/28/2023	INV	APP	MISC
CHECK DATE:										
14215 SIERRA ITS										
1512	23000033	04/18/2023			8,640.00		04/18/2023	INV	APP	CONTRA
CHECK DATE:										
1520	23000033	04/18/2023			8,040.00		04/18/2023	INV	APP	CONTRA
CHECK DATE:										
					16,680.00					
15379 SPECIALTY ELECTRIC SUPPLY CO										
70395		03/28/2023			90.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
70401		03/28/2023			25.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
70413		03/28/2023			95.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
					210.00					
2474 STANDARD TRUCK PARTS INC										
1024364		03/28/2023			357.98		03/28/2023	INV	APP	MISC
CHECK DATE:										
1024365		03/28/2023			689.63		03/28/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1024366		03/28/2023			806.52		03/28/2023	INV	APP	MISC
CHECK DATE:										
1024367		03/28/2023			1,085.68		03/28/2023	INV	APP	MISC
CHECK DATE:										
1024387		03/28/2023			-38.40		03/28/2023	CRM	APP	CREDIT
CHECK DATE:										
1024389		03/28/2023			1,089.83		03/28/2023	INV	APP	MISC
CHECK DATE:										
1024390		03/28/2023			1,192.01		03/28/2023	INV	APP	MISC
CHECK DATE:										
1024393		03/28/2023			96.28		03/28/2023	INV	APP	MISC
CHECK DATE:										
1024412		03/28/2023			187.96		03/28/2023	INV	APP	MISC
CHECK DATE:										
1024414		03/28/2023			319.73		03/28/2023	INV	APP	MISC
CHECK DATE:										
					5,787.22					
2523 STRAND ASSOC INC										
0194141	23000330	04/18/2023			58,190.48		04/18/2023	INV	APP	Southe
CHECK DATE:										
0194638	23000121	04/04/2023	230406	375321	4,600.83	4,600.83	04/04/2023	INV	PD	ESTP M
CHECK DATE:	04/06/2023									
0194639	23000330	04/18/2023			12,997.01		04/18/2023	INV	APP	Southe
CHECK DATE:										
193600	23000410	04/18/2023			632.20		04/18/2023	INV	APP	Wells-
CHECK DATE:										
					76,420.52					
4027 SUBURBAN LABORATORIES, INC										
0212230	23000171	04/04/2023	230406	375323	270.00	270.00	04/04/2023	INV	PD	LAB -
CHECK DATE:	04/06/2023									
212108		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212109		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212118	23000171	04/04/2023	230406	375323	150.00	150.00	04/04/2023	INV	PD	LAB -

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 04/06/2023										
212130		03/28/2023			190.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212144		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212145		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212155		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212158	23000171	04/04/2023	230406	375323	20.00	20.00	04/04/2023	INV	PD	LAB -
CHECK DATE: 04/06/2023										
212159		03/28/2023			95.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212161		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212162	23000171	04/04/2023	230406	375323	220.71	220.71	04/04/2023	INV	PD	LAB -
CHECK DATE: 04/06/2023										
212167		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212168		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212171		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212174		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212176		03/28/2023			200.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212178		03/28/2023			80.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212179		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212190		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212191		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212192		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
212193		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212196	23000171	04/04/2023	230406	375323	20.00	20.00	04/04/2023	INV	PD	LAB -
CHECK DATE:	04/06/2023									
212202	23000171	04/04/2023	230406	375323	20.00	20.00	04/04/2023	INV	PD	LAB -
CHECK DATE:	04/06/2023									
212210	23000171	04/04/2023	230406	375323	20.00	20.00	04/04/2023	INV	PD	LAB -
CHECK DATE:	04/06/2023									
212212		03/28/2023			240.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212213		03/28/2023			95.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212217		03/28/2023			320.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212218		03/28/2023			24.33		03/28/2023	INV	APP	MISC
CHECK DATE:										
212220		03/28/2023			570.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212221		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212222		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212223		03/28/2023			40.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212230	23000171	04/04/2023	230406	375323	10.00	10.00	04/04/2023	INV	PD	LAB -
CHECK DATE:	04/06/2023									
212243		03/28/2023			285.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
212252	23000148	04/04/2023	230406	375323	24.00	24.00	04/04/2023	INV	PD	2023 N
CHECK DATE:	04/06/2023									
212291	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE:	04/06/2023									
212301	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE:	04/06/2023									
212302	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE:	04/06/2023									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
212303	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212304	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212305	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212306	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212307	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212308	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212309	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212310	23000268	04/04/2023	230406	375323	26.00	26.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212311	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212312	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212313	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212315	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212316	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212317	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212318	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212319	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212320	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212321	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212322	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 04/06/2023										
212323	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212357	23000148	04/04/2023	230406	375323	24.00	24.00	04/04/2023	INV	PD	2023 N
CHECK DATE: 04/06/2023										
212365	23000148	04/04/2023	230406	375323	134.00	134.00	04/04/2023	INV	PD	2023 N
CHECK DATE: 04/06/2023										
212366	23000148	04/04/2023	230406	375323	136.00	136.00	04/04/2023	INV	PD	2023 N
CHECK DATE: 04/06/2023										
212367	23000148	04/04/2023	230406	375323	134.00	134.00	04/04/2023	INV	PD	2023 N
CHECK DATE: 04/06/2023										
212399	23000268	04/04/2023	230406	375323	26.00	26.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212400	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212402	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212403	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212404	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212405	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212406	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212407	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212408	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212409	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212410	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212411	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212412	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
212413	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212415	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212417	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212418	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212419	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212420	23000268	04/04/2023	230406	375323	13.00	13.00	04/04/2023	INV	PD	2023 -
CHECK DATE: 04/06/2023										
212472	23000148	04/18/2023			24.00		04/18/2023	INV	APP	2023 N
CHECK DATE:										
212479	23000148	04/18/2023			277.00		04/18/2023	INV	APP	2023 N
CHECK DATE:										
212480	23000148	04/18/2023			277.00		04/18/2023	INV	APP	2023 N
CHECK DATE:										
212487	23000148	04/18/2023			312.00		04/18/2023	INV	APP	2023 N
CHECK DATE:										
212488	23000148	04/18/2023			312.00		04/18/2023	INV	APP	2023 N
CHECK DATE:										
212489	23000148	04/18/2023			312.00		04/18/2023	INV	APP	2023 N
CHECK DATE:										
212502	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212504	23000147	04/18/2023			444.00		04/18/2023	INV	APP	2023 B
CHECK DATE:										
212505	23000147	04/18/2023			146.00		04/18/2023	INV	APP	2023 B
CHECK DATE:										
212506	23000147	04/18/2023			146.00		04/18/2023	INV	APP	2023 B
CHECK DATE:										
212507	23000147	04/18/2023			146.00		04/18/2023	INV	APP	2023 B
CHECK DATE:										
212533	23000268	04/18/2023			26.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
212537	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212538	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212539	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212540	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212541	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212542	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212543	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212544	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212545	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212546	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212547	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212548	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212549	23000268	04/18/2023			66.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212550	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212551	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212552	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212554	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212555	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212556	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
212557	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212558	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212559	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212560	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212561	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212563	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212564	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212565	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212566	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212567	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212568	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212569	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212570	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212571	23000268	04/18/2023			26.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212572	23000268	04/18/2023			26.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212573	23000268	04/18/2023			13.00		04/18/2023	INV	APP	2023 -
CHECK DATE:										
212602	23000148	04/18/2023			277.00		04/18/2023	INV	APP	2023 N
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					7,820.04					
18106 SUNOCO LLC DBA GLADIEUX ENERGY										
30273318	23000029	04/18/2023			20,509.72		04/18/2023	INV	APP	2023 U
CHECK DATE:										
30273706	23000029	04/18/2023			21,965.74		04/18/2023	INV	APP	2023 U
CHECK DATE:										
30313675	23000030	04/18/2023			25,081.34		04/18/2023	INV	APP	2023 D
CHECK DATE:										
					67,556.80					
15578 TEKLAB INC										
285688	23000070	04/04/2023	230406	375324	214.30	214.30	04/04/2023	INV	PD	2023 I
CHECK DATE: 04/06/2023										
285756	23000070	04/18/2023			214.30		04/18/2023	INV	APP	2023 I
CHECK DATE:										
285757	23000070	04/18/2023			426.30		04/18/2023	INV	APP	2023 I
CHECK DATE:										
285758	23000070	04/18/2023			34.00		04/18/2023	INV	APP	2023 I
CHECK DATE:										
286098	23000070	04/18/2023			224.30		04/18/2023	INV	APP	2023 I
CHECK DATE:										
					1,113.20					
1365 THE TIME WEEKLY NEWSPAPER										
26228		03/28/2023			335.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
2666 TRAFFIC CONTROL CORP										
140987	23000266	04/18/2023			11,730.00		04/18/2023	INV	APP	2022 T
CHECK DATE:										
9199 TRI-K SUPPLIES INC										
121227		04/04/2023	230406	375328	143.00	143.00	04/04/2023	INV	PD	MISC
CHECK DATE: 04/06/2023										
121393		04/18/2023			502.50		04/18/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					645.50					
17646 TRICO MECHANICAL INC										
7329		03/28/2023			2,594.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
7330		03/28/2023			2,658.75		03/28/2023	INV	APP	MISC
CHECK DATE:										
7331		03/28/2023			2,352.75		03/28/2023	INV	APP	MISC
CHECK DATE:										
7332		03/28/2023			2,708.75		03/28/2023	INV	APP	MISC
CHECK DATE:										
					10,314.25					
9605 TROHA, MARK										
03/18/2023		03/28/2023			631.20		03/28/2023	INV	APP	MISC
CHECK DATE:										
13726 TRUCKVAULT INC										
252160	23000064	04/18/2023			3,018.75		04/18/2023	INV	APP	LOCK V
CHECK DATE:										
252913	23000061	04/18/2023			2,919.75		04/18/2023	INV	APP	LOCK V
CHECK DATE:										
252914	23000063	04/18/2023			2,919.75		04/18/2023	INV	APP	LOCK V
CHECK DATE:										
252915	23000062	04/18/2023			2,919.75		04/18/2023	INV	APP	LOCK V
CHECK DATE:										
					11,778.00					
2718 UNDERGROUND PIPE & VALVE										
059508		03/28/2023			806.12		03/28/2023	INV	APP	MISC
CHECK DATE:										
059535		03/28/2023			1,155.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
059609		03/28/2023			478.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
059627		03/28/2023			75.00		03/28/2023	INV	APP	MISC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					2,514.12					
2730 UNITED STATES POSTMASTER										
03/28/2023		03/28/2023			126.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
15553 UPS										
00003E2887123		04/18/2023			175.72		04/18/2023	INV	APP	MISC
CHECK DATE:										
17416 US ARMY CORPS										
CM110-23		03/28/2023		5275	31,188.00	31,188.00	03/28/2023	DIR PD		CASH C
CHECK DATE: 03/28/2023										
16714 USALCO MICHIGAN CITY PLANT LLC										
20261315	23000073	04/04/2023	230406	375332	4,856.85	4,856.85	04/04/2023	INV PD		2023 A
CHECK DATE: 04/06/2023										
20261572	23000073	04/04/2023	230406	375332	4,854.70	4,854.70	04/04/2023	INV PD		2023 A
CHECK DATE: 04/06/2023										
20261573	23000073	04/04/2023	230406	375332	4,854.70	4,854.70	04/04/2023	INV PD		2023 A
CHECK DATE: 04/06/2023										
20262051	23000073	04/04/2023	230406	375332	4,843.95	4,843.95	04/04/2023	INV PD		2023 A
CHECK DATE: 04/06/2023										
20262270	23000073	04/18/2023			4,813.85		04/18/2023	INV	APP	2023 A
CHECK DATE:										
20262271	23000073	04/18/2023			4,846.10		04/18/2023	INV	APP	2023 A
CHECK DATE:										
20262385	23000073	04/18/2023			4,800.95		04/18/2023	INV	APP	2023 A
CHECK DATE:										
20262809	23000073	04/18/2023			4,859.00		04/18/2023	INV	APP	2023 A
CHECK DATE:										
20262978	23000073	04/18/2023			4,856.85		04/18/2023	INV	APP	2023 A
CHECK DATE:										
20262979	23000073	04/18/2023			4,856.85		04/18/2023	INV	APP	2023 A
CHECK DATE:										
					48,443.80					
18225 VERIZON COMMUNICATIONS INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100000022517		03/28/2023			1,505.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
7676 VERMEER ILLINOIS INC										
PK0934		03/28/2023			232.35		03/28/2023	INV	APP	MISC
CHECK DATE:										
15908 VONAGE BUSINESS INC										
2237917	23000290	04/18/2023			11,202.17		04/18/2023	INV	APP	VONAGE
CHECK DATE:										
13596 VSA INC										
455103		04/04/2023	230406	375335	2,608.16	2,608.16	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
455104		04/04/2023	230406	375335	828.98	828.98	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
					3,437.14					
10509 WAREHOUSE DIRECT INC										
5421708-0		04/18/2023			661.71		04/18/2023	INV	APP	MISC
CHECK DATE:										
5432562-0		04/18/2023			4,021.25		04/18/2023	INV	APP	MISC
CHECK DATE:										
5459811-0		04/04/2023	230406	375336	46.98	46.98	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
5460888-0		04/04/2023	230406	375336	31.94	31.94	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
5461661-0		04/04/2023	230406	375336	7.12	7.12	04/04/2023	INV	PD	MISC
CHECK DATE:	04/06/2023									
					4,769.00					
17455 WATERLY LLC										
1218	23000446	04/18/2023			15,300.00		04/18/2023	INV	APP	WELLS
CHECK DATE:										
1219	23000409	04/04/2023	230406	375337	9,350.00	9,350.00	04/04/2023	INV	PD	ESTP -
CHECK DATE:	04/06/2023									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					24,650.00					
2830 WATERWORKS & SEWERAGE FND										
257-114350		04/18/2023			33.27		04/18/2023	INV	APP	MISC
CHECK DATE:										
257-138380		04/18/2023			21.19		04/18/2023	INV	APP	30 N B
CHECK DATE:										
257-138390		04/18/2023			138.47		04/18/2023	INV	APP	201 W
CHECK DATE:										
257-256030		04/18/2023			170.60		04/18/2023	INV	APP	2293 E
CHECK DATE:										
257-266790		04/18/2023			7.05		04/18/2023	INV	APP	4375 B
CHECK DATE:										
257-30420		04/18/2023			110.77		04/18/2023	INV	APP	50 E J
CHECK DATE:										
257-451500		04/04/2023	230406	375338	45.32	45.32	04/04/2023	INV	PD	515 RI
CHECK DATE: 04/06/2023										
2709-312360		04/18/2023			163.87		04/18/2023	INV	APP	661 MA
CHECK DATE:										
					690.54					
2853 WEST SIDE TRACTOR SALES CO										
J03815		03/28/2023			319.09		03/28/2023	INV	APP	MISC
CHECK DATE:										
J03835		03/28/2023			5,969.27		03/28/2023	INV	APP	MISC
CHECK DATE:										
					6,288.36					
13839 WEX BANK										
87676849		03/29/2023		5274	947.12	947.12	03/29/2023	DIR	PD	WEX PA
CHECK DATE: 03/29/2023										
18206 WHITMORE INVESTMENTS										
822738	23000252	04/18/2023			9.59		04/18/2023	INV	APP	2023 B
CHECK DATE:										
13729 WILL COUNTY FIRE CHIEF'S ASSOC										
23-014		03/28/2023			100.00		03/28/2023	INV	APP	MISC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
17859 WILL-GRUNDY MEDICAL CLINIC										
1129		03/28/2023			7,980.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
9695 WILLIAMS BROTHERS CONSTRUCTION, INC										
2641-0522-PMT5	23000123	04/18/2023			324,247.50		04/18/2023	INV	APP	Black
CHECK DATE:										
15580 WINZER FRANCHISE CORP										
918878		03/28/2023			1,147.53		03/28/2023	INV	APP	MISC
CHECK DATE:										
2978 WORK ZONE SAFETY INC										
58885		03/28/2023			1,250.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
58897		03/28/2023			1,000.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
58898		03/28/2023			1,000.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
58899		03/28/2023			1,000.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
58900		03/28/2023			1,075.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
58962		03/28/2023			1,100.00		03/28/2023	INV	APP	MISC
CHECK DATE:										
780 INVOICES					6,777,020.43					

** END OF REPORT - Generated by Christine Chinderle **

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/06/2023

Department:

Final Action:

Title:

Agenda Date: 04/18/2023

Attachments: Invoices Report 04.18.23

Entered by: rgatson@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 167-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Position Vacancies

BACKGROUND:
For your consideration is the following unbudgeted Parking Enforcement Officer position and any subsequent vacancies:

Police - Parking Enforcement Officer - Traffic (Position Code #2230): The administration is seeking to fill one full-time PEO. This position checks metered parking areas to detect parking violations and does related work as required.

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.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 167-23

File ID: 167-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/29/2023

Department: **Final Action:**

Title: Position Vacancies

Agenda Date: 04/18/2023

Entered by: kwalsh@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Kathy Franson	Approve	4/12/2023
1	2	4/12/2023	William Evans	Approve	4/12/2023
1	3	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 168-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Regular Payroll for February 10 - February 23, 2023 $3,762,280.42

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DETAIL PROOF - FINAL REPORT

Pay Period 02/10/23 To 02/23/23

WARRANT: 230303 PAYROLL TYPE: BIWEEKLY CHECK DATE: 03/03/2023

Earnings-Deductions Proof Summaries

EARNINGS SUMMARY

PAY TYPE	HOURS/DAYS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG SALARY	57,308.50	3,338,231.43	0.00	0.00
105 REGULAR HO	1,627.00	35,620.78	0.00	0.00
110 DAILY RATE	303.00	13,032.56	0.00	0.00
200 OVERTIME	2,096.75	154,799.74	0.00	0.00
203 FIRE OT 5	22.50	73.01	0.00	0.00
204 FIRE OT	676.42	51,871.37	0.00	0.00
205 FIRE OT 10	77.00	629.22	0.00	0.00
206 TRIPLE TIM	13.00	2,130.11	0.00	0.00
207 COURT OT	92.50	7,061.15	0.00	0.00
208 DBL TIME	13.00	1,490.81	0.00	0.00
209 CALLBACK	55.00	4,645.35	0.00	0.00
210 STEPUP 10	495.00	2,404.20	0.00	0.00
211 STEPUP5	2,831.25	5,380.74	0.00	0.00
216 FOPSUP OT	338.00	33,046.19	0.00	0.00
217 FIELD TRAI	110.00	9,359.61	0.00	0.00
222 CRT OT MIN	8.50	692.83	0.00	0.00
300 VACATION	1,643.80	219.68	0.00	0.00
301 SICK	1,636.67	54.92	0.00	0.00
302 RELSICK	460.84	0.00	0.00	0.00
303 PERLEAVE	261.75	0.00	0.00	0.00
304 COMP1	439.50	0.00	0.00	0.00
305 KELLY DAYS	4,272.00	0.00	0.00	0.00
306 DUTYRED	472.00	0.00	0.00	0.00
307 COMP1.5	478.53	0.00	0.00	0.00
308 COMP2.0	96.00	0.00	0.00	0.00
311 COMPLEAVE	1,228.25	0.00	0.00	0.00
319 VAC 440PT	52.25	848.01	0.00	0.00
320 PERS LEAVE	12.00	0.00	0.00	0.00
321 COURT COMP	62.00	0.00	0.00	0.00
325 FTS COMP	56.00	0.00	0.00	0.00
329 COURT HOLI	0.50	0.00	0.00	0.00
402 SPECFLAT	441.00	24,862.65	0.00	0.00
408 PREMASSIGN	195.75	15,615.83	0.00	0.00
409 MGTLEAVE	14.00	0.00	0.00	0.00
411 EMERG LEAV	3.00	0.00	0.00	0.00
450 HOLIDAY	2,696.50	219.68	0.00	0.00
451 HOLWRK 2X	222.00	20,317.29	0.00	0.00
453 HOLWRK3	35.00	4,957.49	0.00	0.00
454 FLOAT DAY	356.00	0.00	0.00	0.00
455 BIRTHDAY	40.00	0.00	0.00	0.00
456 FUNERAL	116.00	0.00	0.00	0.00
458 HOLWRK 1X	16.00	808.55	0.00	0.00
460 HOURSWRK	27.00	0.00	0.00	0.00
461 HOLIDAY PT	85.00	1,386.23	0.00	0.00
501 WORK COMP	1,044.00	0.00	0.00	0.00
607 MPO DG LNG	6,000.00	4,729.61	0.00	0.00

DETAIL PROOF - FINAL REPORT

Pay Period 02/10/23 To 02/23/23

WARRANT: 230303 PAYROLL TYPE: BIWEEKLY CHECK DATE: 03/03/2023

Earnings-Deductions Proof Summaries

609	P LIEU LNG	1,040.00	1,288.33	0.00	0.00
610	P SERG LNG	2,720.00	2,536.61	0.00	0.00
614	FFDE LNG	1,280.00	851.30	0.00	0.00
618	FAOP D LNG	5,360.00	4,255.27	0.00	0.00
619	FIRELT LNG	1,968.00	1,566.13	0.00	0.00
620	FIRECP LNG	1,684.80	1,712.88	0.00	0.00
621	FIREBC LNG	944.00	1,107.68	0.00	0.00
622	PMGT LNG	320.00	473.84	0.00	0.00
623	FMGT LNG	160.00	236.92	0.00	0.00
701	EDUCATION	0.00	56.08	0.00	0.00
705	HEALTH OPT	80.00	11,800.00	0.00	0.00
749	K09STP	0.00	300.00	0.00	0.00
750	LIQCOMM	40.00	269.23	0.00	0.00
751	MEALS	263.00	5,260.00	0.00	0.00
752	SP RMB	0.00	2,092.88	0.00	0.00
756	TTD	0.00	-31,210.98	0.00	0.00
757	UNPAID	50.50	-1,635.34	0.00	0.00
758	FMLA	146.50	0.00	0.00	0.00
759	HEALTH OPT	0.00	2,100.00	0.00	0.00
761	OPERLIC1	0.00	95.88	0.00	0.00
762	OPERLIC2	0.00	917.02	0.00	0.00
770	EMERGENCY	23.50	0.00	0.00	0.00
775	FACMGR	0.00	2,080.00	0.00	0.00
910	STEP DIF	0.00	3,991.64	0.00	0.00
926	RETRO CURR	0.00	17,646.01	0.00	0.00
Total:		104,611.06	3,762,280.42	0.00	0.00
Total Employees: 897		Total Earnings:	3,762,280.42		

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 168-23

File ID: 168-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: **Final Action:**

Title: Regular Payroll for February 10 - February 23, 2023 $3,762,280.42

Agenda Date: 04/18/2023

Attachments: PD 3.3.23

Entered by: pconrad@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Christine Chinderle	Approve	4/10/2023
1	2	4/10/2023	Kevin Sing	Approve	4/12/2023
1	3	4/10/2023	Sabrina Spano	Approve	4/12/2023
1	4	4/10/2023	James V. Capparelli	Approve	4/12/2023

Memo

File #: 169-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Regular Payroll for February 24 - March 9, 2023 $3,778,694.88

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DETAIL PROOF - FINAL REPORT

Pay Period 02/24/23 To 03/09/23

WARRANT: 230317 PAYROLL TYPE: BIWEEKLY CHECK DATE: 03/17/2023

Earnings-Deductions Proof Summaries

EARNINGS SUMMARY

PAY TYPE	HOURS/DAYS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG SALARY	59,343.00	3,334,354.22	0.00	0.00
105 REGULAR HO	1,620.00	35,430.27	0.00	0.00
110 DAILY RATE	281.00	12,024.02	0.00	0.00
200 OVERTIME	2,152.25	157,256.33	0.00	0.00
203 FIRE OT 5	85.75	257.54	0.00	0.00
204 FIRE OT	518.25	38,344.44	0.00	0.00
207 COURT OT	91.25	6,246.01	0.00	0.00
209 CALLBACK	74.00	6,395.55	0.00	0.00
210 STEPUP 10	437.00	2,081.76	0.00	0.00
211 STEPUP5	3,255.00	6,146.62	0.00	0.00
216 FOPSUP OT	360.25	35,612.04	0.00	0.00
217 FIELD TRAI	132.00	11,133.16	0.00	0.00
222 CRT OT MIN	4.75	345.07	0.00	0.00
300 VACATION	1,679.50	0.00	0.00	0.00
301 SICK	1,302.07	659.04	0.00	0.00
302 RELSICK	379.63	0.00	0.00	0.00
303 PERLEAVE	234.25	0.00	0.00	0.00
304 COMP1	362.25	0.00	0.00	0.00
305 KELLY DAYS	4,272.00	0.00	0.00	0.00
306 DUTYRED	500.00	0.00	0.00	0.00
307 COMP1.5	524.97	0.00	0.00	0.00
311 COMPLEAVE	1,542.25	0.00	0.00	0.00
319 VAC 440PT	29.75	558.41	0.00	0.00
320 PERS LEAVE	42.00	0.00	0.00	0.00
321 COURT COMP	38.00	0.00	0.00	0.00
325 FTS COMP	18.00	0.00	0.00	0.00
402 SPECFLAT	484.00	27,286.90	0.00	0.00
408 PREMASSIGN	71.50	5,940.86	0.00	0.00
409 MGTLEAVE	12.00	0.00	0.00	0.00
411 EMERG LEAV	12.00	0.00	0.00	0.00
454 FLOAT DAY	380.00	0.00	0.00	0.00
455 BIRTHDAY	64.00	0.00	0.00	0.00
456 FUNERAL	100.00	0.00	0.00	0.00
460 HOURSWRK	45.75	0.00	0.00	0.00
501 WORK COMP	1,117.00	0.00	0.00	0.00
607 MPO DG LNG	6,000.00	4,674.88	0.00	0.00
609 P LIEU LNG	1,040.00	1,198.61	0.00	0.00
610 P SERG LNG	2,720.00	2,536.61	0.00	0.00
614 FFDE LNG	1,280.00	851.30	0.00	0.00
618 FAOP D LNG	5,360.00	4,255.27	0.00	0.00
619 FIRELT LNG	1,968.00	1,566.13	0.00	0.00
620 FIRECP LNG	1,684.80	1,712.88	0.00	0.00
621 FIREBC LNG	944.00	1,107.68	0.00	0.00
622 PMGT LNG	320.00	473.84	0.00	0.00
623 FMGT LNG	160.00	236.92	0.00	0.00
701 EDUCATION	0.00	56.08	0.00	0.00

DETAIL PROOF - FINAL REPORT

Pay Period 02/24/23 To 03/09/23

WARRANT: 230317 PAYROLL TYPE: BIWEEKLY CHECK DATE: 03/17/2023

Earnings-Deductions Proof Summaries

705	HEALTH OPT	80.00	11,200.00	0.00	0.00
749	K09STP	0.00	300.00	0.00	0.00
750	LIQCOMM	40.00	269.23	0.00	0.00
751	MEALS	277.00	5,540.00	0.00	0.00
752	SP RMB	0.00	2,092.88	0.00	0.00
755	MILITARY	60.00	0.00	0.00	0.00
756	TTD	0.00	-30,832.54	0.00	0.00
757	UNPAID	44.00	-2,288.01	0.00	0.00
758	FMLA	103.50	0.00	0.00	0.00
759	HEALTH OPT	0.00	1,100.00	0.00	0.00
761	OPERLIC1	0.00	95.88	0.00	0.00
762	OPERLIC2	0.00	917.02	0.00	0.00
770	EMERGENCY	5.50	0.00	0.00	0.00
775	FACMGR	0.00	2,080.00	0.00	0.00
900	VACPAYOUT	556.41	31,766.69	0.00	0.00
901	CMPPAYOUT	501.82	29,572.25	0.00	0.00
902	SICKPAYOUT	404.80	23,854.86	0.00	0.00
903	ADJUST	-9.50	-497.51	0.00	0.00
910	STEP DIF	0.00	4,781.69	0.00	0.00
Total:		105,105.75	3,778,694.88	0.00	0.00
Total Employees: 899		Total Earnings:	3,778,694.88		

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 169-23

File ID: 169-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: **Final Action:**

Title: Regular Payroll for February 24 - March 9, 2023 $3,778,694.88

Agenda Date: 04/18/2023

Attachments: PD 3.17.23

Entered by: pconrad@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Christine Chinderle	Approve	4/10/2023
1	2	4/10/2023	Kevin Sing	Approve	4/12/2023
1	3	4/10/2023	Sabrina Spano	Approve	4/12/2023
1	4	4/10/2023	James V. Capparelli	Approve	4/12/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 170-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Regular Payroll for March 10 - March 23, 2023 $3,750,675.22

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DETAIL PROOF - FINAL REPORT

Pay Period 03/10/23 To 03/23/23

WARRANT: 230331 PAYROLL TYPE: BIWEEKLY CHECK DATE: 03/31/2023

Earnings-Deductions Proof Summaries

EARNINGS SUMMARY

PAY TYPE	HOURS/DAYS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG SALARY	59,009.00	3,328,509.15	0.00	0.00
105 REGULAR HO	1,743.00	37,155.71	0.00	0.00
110 DAILY RATE	343.50	14,870.10	0.00	0.00
200 OVERTIME	2,311.00	175,978.33	0.00	0.00
203 FIRE OT 5	77.50	252.09	0.00	0.00
204 FIRE OT	689.08	51,116.58	0.00	0.00
205 FIRE OT 10	8.75	71.52	0.00	0.00
207 COURT OT	70.50	5,205.93	0.00	0.00
209 CALLBACK	8.00	725.35	0.00	0.00
210 STEPUP 10	510.50	2,470.83	0.00	0.00
211 STEPUP5	3,163.50	5,955.94	0.00	0.00
216 FOPSUP OT	268.75	26,142.66	0.00	0.00
217 FIELD TRAI	138.00	11,465.35	0.00	0.00
222 CRT OT MIN	11.00	810.96	0.00	0.00
300 VACATION	1,884.25	0.00	0.00	0.00
301 SICK	1,543.57	302.06	0.00	0.00
302 RELSICK	548.07	0.00	0.00	0.00
303 PERLEAVE	200.50	0.00	0.00	0.00
304 COMP1	425.25	0.00	0.00	0.00
305 KELLY DAYS	4,080.00	0.00	0.00	0.00
306 DUTYRED	524.00	0.00	0.00	0.00
307 COMP1.5	380.75	0.00	0.00	0.00
311 COMPLEAVE	1,249.25	0.00	0.00	0.00
319 VAC 440PT	6.00	99.48	0.00	0.00
320 PERS LEAVE	12.00	0.00	0.00	0.00
321 COURT COMP	22.00	0.00	0.00	0.00
325 FTS COMP	22.00	0.00	0.00	0.00
402 SPECFLAT	482.75	27,216.43	0.00	0.00
408 PREMASSIGN	55.00	4,045.49	0.00	0.00
409 MGTLEAVE	146.00	0.00	0.00	0.00
454 FLOAT DAY	412.00	0.00	0.00	0.00
455 BIRTHDAY	128.00	0.00	0.00	0.00
456 FUNERAL	88.00	0.00	0.00	0.00
460 HOURSWRK	28.00	0.00	0.00	0.00
501 WORK COMP	1,014.00	0.00	0.00	0.00
607 MPO DG LNG	5,696.00	4,429.45	0.00	0.00
609 P LIEU LNG	1,040.00	1,198.61	0.00	0.00
610 P SERG LNG	2,720.00	2,536.61	0.00	0.00
614 FFDE LNG	1,280.00	851.30	0.00	0.00
618 FAOP D LNG	5,336.00	4,238.86	0.00	0.00
619 FIRELT LNG	1,968.00	1,566.13	0.00	0.00
620 FIRECP LNG	1,684.80	1,712.88	0.00	0.00
621 FIREBC LNG	944.00	1,107.68	0.00	0.00
622 PMGT LNG	320.00	473.84	0.00	0.00
623 FMGT LNG	160.00	236.92	0.00	0.00
701 EDUCATION	0.00	56.08	0.00	0.00

DETAIL PROOF - FINAL REPORT

Pay Period 03/10/23 To 03/23/23

WARRANT: 230331 PAYROLL TYPE: BIWEEKLY CHECK DATE: 03/31/2023

Earnings-Deductions Proof Summaries

705	HEALTH OPT	80.00	11,200.00	0.00	0.00
749	K09STP	0.00	300.00	0.00	0.00
750	LIQCOMM	40.00	269.23	0.00	0.00
751	MEALS	211.00	4,220.00	0.00	0.00
752	SP RMB	0.00	2,241.88	0.00	0.00
755	MILITARY	96.00	0.00	0.00	0.00
756	TTD	0.00	-28,031.42	0.00	0.00
757	UNPAID	45.50	-2,258.30	0.00	0.00
758	FMLA	99.50	0.00	0.00	0.00
759	HEALTH OPT	0.00	1,500.00	0.00	0.00
761	OPERLIC1	0.00	95.88	0.00	0.00
762	OPERLIC2	0.00	917.02	0.00	0.00
775	FACMGR	0.00	2,080.00	0.00	0.00
900	VACPAYOUT	31.72	1,740.24	0.00	0.00
901	CMPPAYOUT	612.25	27,544.29	0.00	0.00
902	SICKPAYOUT	197.47	10,042.87	0.00	0.00
910	STEP DIF	0.00	4,067.19	0.00	0.00
925	RETRO PY	0.00	3,589.78	0.00	0.00
926	RETRO CURR	0.00	354.24	0.00	0.00
Total:		104,165.71	3,750,675.22	0.00	0.00
Total Employees: 895		Total Earnings:	3,750,675.22		

City of Joliet

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 100 General	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01015000 Buildings & Grounds							
501300 Overtime							
01015000 501300 Overtime	100,000	0	100,000	28,908.39	.00	71,091.61	28.9%
TOTAL Buildings & Grounds	100,000	0	100,000	28,908.39	.00	71,091.61	28.9%
01016000 Fleet Services							
501300 Overtime							
01016000 501300 Overtime	312,000	0	312,000	75,109.01	.00	236,890.99	24.1%
TOTAL Fleet Services	312,000	0	312,000	75,109.01	.00	236,890.99	24.1%
02015908 PACE Bus Shelter							
501300 Overtime							
02015908 501300 Overtime	0	0	0	435.75	.00	-435.75	100.0%
TOTAL PACE Bus Shelter	0	0	0	435.75	.00	-435.75	100.0%
02024000 Planning							
501300 Overtime							
02024000 501300 Overtime	1,463	0	1,463	308.37	.00	1,154.63	21.1%
TOTAL Planning	1,463	0	1,463	308.37	.00	1,154.63	21.1%
02025000 Neighborhood Services							
501300 Overtime							

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 100 General	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02025000 501300 Overtime	1,102	0	1,102	76.08	.00	1,025.92	6.9%
TOTAL Neighborhood Services	1,102	0	1,102	76.08	.00	1,025.92	6.9%
02026000 Inspections							
501300 Overtime							
02026000 501300 Overtime	1,131	0	1,131	1,154.32	.00	-23.32	102.1%
TOTAL Inspections	1,131	0	1,131	1,154.32	.00	-23.32	102.1%
03003000 Finance Customer Service							
501300 Overtime							
03003000 501300 Overtime	523	0	523	53.50	.00	469.50	10.2%
TOTAL Finance Customer Service	523	0	523	53.50	.00	469.50	10.2%
03011000 Purchasing							
501300 Overtime							
03011000 501300 Overtime	550	0	550	.00	.00	550.00	.0%
TOTAL Purchasing	550	0	550	.00	.00	550.00	.0%
06001000 Police Admin							
501300 Overtime							
06001000 501300 Overtime	3,130,746	0	3,130,746	1,101,096.03	.00	2,029,649.97	35.2%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 100 General	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Police Admin	3,130,746	0	3,130,746	1,101,096.03	.00	2,029,649.97	35.2%
07001000 Fire Admin							
501300 Overtime							
07001000 501300 Overtime	2,254,670	0	2,254,670	405,583.63	.00	1,849,086.37	18.0%
TOTAL Fire Admin	2,254,670	0	2,254,670	405,583.63	.00	1,849,086.37	18.0%
09015907 Union Station							
501300 Overtime							
09015907 501300 Overtime	1,569	0	1,569	.00	.00	1,569.00	.0%
TOTAL Union Station	1,569	0	1,569	.00	.00	1,569.00	.0%
09027000 Engineering & Construction							
501300 Overtime							
09027000 501300 Overtime	75,000	0	75,000	22,945.71	.00	52,054.29	30.6%
TOTAL Engineering & Construction	75,000	0	75,000	22,945.71	.00	52,054.29	30.6%
09028000 Electrical							
501300 Overtime							
09028000 501300 Overtime	30,000	0	30,000	4,597.51	.00	25,402.49	15.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 100 General	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Electrical	30,000	0	30,000	4,597.51	.00	25,402.49	15.3%
09029000 Roadways							
501300 Overtime							
09029000 501300 Overtime	616,397	0	616,397	136,968.05	.00	479,428.95	22.2%
TOTAL Roadways	616,397	0	616,397	136,968.05	.00	479,428.95	22.2%
10005100 BiCentennial Park							
501300 Overtime							
10005100 501300 Overtime	3,721	0	3,721	.00	.00	3,721.00	.0%
TOTAL BiCentennial Park	3,721	0	3,721	.00	.00	3,721.00	.0%
TOTAL General	6,528,872	0	6,528,872	1,777,236.35	.00	4,751,635.65	27.2%
TOTAL EXPENSES	6,528,872	0	6,528,872	1,777,236.35	.00	4,751,635.65	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 500 Water & Sewer Operating	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50080010 Pub Utilities Admin							
501300 Overtime							
50080010 501300 Overtime	13,000	0	13,000	.00	.00	13,000.00	.0%
TOTAL Pub Utilities Admin	13,000	0	13,000	.00	.00	13,000.00	.0%
50080011 Plant Ops Water							
501300 Overtime							
50080011 501300 Overtime	200,000	0	200,000	47,611.30	.00	152,388.70	23.8%
TOTAL Plant Ops Water	200,000	0	200,000	47,611.30	.00	152,388.70	23.8%
50080012 Field Ops Water							
501300 Overtime							
50080012 501300 Overtime	425,000	0	425,000	84,261.51	.00	340,738.49	19.8%
TOTAL Field Ops Water	425,000	0	425,000	84,261.51	.00	340,738.49	19.8%
50080013 PU Engineering Administration							
501300 Overtime							
50080013 501300 Overtime	10,000	0	10,000	2,890.92	.00	7,109.08	28.9%
TOTAL PU Engineering Administration	10,000	0	10,000	2,890.92	.00	7,109.08	28.9%
50080014 PU Field Ops Administration							
501300 Overtime							

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 500 Water & Sewer Operating	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50080014 501300 Overtime	60,000	0	60,000	14,667.41	.00	45,332.59	24.4%
TOTAL PU Field Ops Administration	60,000	0	60,000	14,667.41	.00	45,332.59	24.4%
50080020 Field Ops Sewer-Sanitary							
501300 Overtime							
50080020 501300 Overtime	130,000	0	130,000	7,305.15	.00	122,694.85	5.6%
TOTAL Field Ops Sewer-Sanitary	130,000	0	130,000	7,305.15	.00	122,694.85	5.6%
50080030 Pub Utilities Customer Srv							
501300 Overtime							
50080030 501300 Overtime	5,690	0	5,690	7,675.99	.00	-1,985.99	134.9%
TOTAL Pub Utilities Customer Srv	5,690	0	5,690	7,675.99	.00	-1,985.99	134.9%
50080031 Plant Ops Lift Stations							
501300 Overtime							
50080031 501300 Overtime	50,000	0	50,000	13,425.35	.00	36,574.65	26.9%
TOTAL Plant Ops Lift Stations	50,000	0	50,000	13,425.35	.00	36,574.65	26.9%
50080310 Plant Ops Admin							
501300 Overtime							
50080310 501300 Overtime	25,000	0	25,000	4,850.70	.00	20,149.30	19.4%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 500 Water & Sewer Operating	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Plant Ops Admin	25,000	0	25,000	4,850.70	.00	20,149.30	19.4%
50080320 Meter Repair							
501300 Overtime							
50080320 501300 Overtime	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL Meter Repair	10,000	0	10,000	.00	.00	10,000.00	.0%
50080802 East Side Treatment Plant							
501300 Overtime							
50080802 501300 Overtime	225,000	0	225,000	72,062.77	.00	152,937.23	32.0%
TOTAL East Side Treatment Plant	225,000	0	225,000	72,062.77	.00	152,937.23	32.0%
50080803 West Side Treatment Plant							
501300 Overtime							
50080803 501300 Overtime	100,000	0	100,000	8,728.01	.00	91,271.99	8.7%
TOTAL West Side Treatment Plant	100,000	0	100,000	8,728.01	.00	91,271.99	8.7%
50080804 Aux Sable Treatment Plant							
501300 Overtime							
50080804 501300 Overtime	31,800	0	31,800	1,502.77	.00	30,297.23	4.7%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 500 Water & Sewer Operating	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Aux Sable Treatment Plant	31,800	0	31,800	1,502.77	.00	30,297.23	4.7%
TOTAL Water & Sewer Operating	1,285,490	0	1,285,490	264,981.88	.00	1,020,508.12	20.6%
TOTAL EXPENSES	1,285,490	0	1,285,490	264,981.88	.00	1,020,508.12	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

ACCOUNTS FOR: 520 Parking Operating	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52090020 Parking Operations							
501300 Overtime							
52090020 501300 Overtime	5,219	0	5,219	1,131.66	.00	4,087.34	21.7%
TOTAL Parking Operations	5,219	0	5,219	1,131.66	.00	4,087.34	21.7%
TOTAL Parking Operating	5,219	0	5,219	1,131.66	.00	4,087.34	21.7%
TOTAL EXPENSES	5,219	0	5,219	1,131.66	.00	4,087.34	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	7,819,581	0	7,819,581	2,043,349.89	.00	5,776,231.11	26.1%

** END OF REPORT - Generated by Paul Conrad **

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 170-23

File ID: 170-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: **Final Action:**

Title: Regular Payroll for March 10 - March 23, 2023 $3,750,675.22

Agenda Date: 04/18/2023

Attachments: PD 3.31.23, 23-03 OT

Entered by: pconrad@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Christine Chinderle	Approve	4/10/2023
1	2	4/10/2023	Kevin Sing	Approve	4/12/2023
1	3	4/10/2023	Sabrina Spano	Approve	4/12/2023
1	4	4/10/2023	James V. Capparelli	Approve	4/12/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 171-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Award of Contract for the 2023 On-Call Excavation and Underground Utility Repair Program

BACKGROUND:
The Department of Public Utilities has developed an on-call excavation and underground utility repair program. The work covered by this program consists of contractors providing excavation and underground repair services for the City of Joliet sewer and water system on an as needed basis, for emergency response, and planned work that is beyond the capabilities of City of Joliet in-house resources.

An invitation to bid for the project was advertised in the Labor Record on March 9, 2023. The Public Service Committee review this memo at the April 3, 2023 meeting and recommended for approval by full Council.

CONCLUSION:
On Monday, March 27, 2023, at 9:45 a.m., four (4) sealed bids were received in the Office of the City Clerk for the 2023 On-Call Excavation and Underground Utility Repair Program. The bid summary is as follows:

CONTRACTOR	BID AMOUNT
Austin Tyler Construction Inc., Elwood, IL	$282,341.98
Airy's Inc., Joliet, IL	$322,787.94
PT Ferro Construction Co., Joliet, IL	$327,940.00
Stip Bros Excavating Inc., Elwood, IL	$335,705.00
Engineer's Estimate	$297,888.00

This contract is for on-call services and is based on an estimated number of excavation and underground repair work to be completed. This contract will be awarded to the three (3) contractors that provided the lowest unit prices to allow for flexibility in completing the work based on Contractor availability. Work will be offered to the low bidder. Should they not be able to complete the work within the timeframe specified in the contract documents, the second contractor will be asked to do the work at their unit prices. Finally, should the second contractor not be able to complete the work, the contractor with the third lowest unit prices will be asked to complete the work at their unit prices. Based on this, the contract will be awarded to Austin Tyler Construction Inc., Airy,s Inc., and PT Ferro Construction Co. at the unit prices provided in their bids for a not to exceed amount of $350,000.00.

Sufficient funds are available for this project in the Water & Sewer Operations Fund / Water / Contractual Services (Org 50080012, Object 524200, $200,000.00) and in the Water & Sewer Operations Fund / Sewer / Contractual Services (Org 50080020, Object 524200, $150,000.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award the Contract for the 2023 On-Call Excavation and Underground Utility Repair Program, in the amount of $350,000.00, on behalf of Austin Tyler Construction Inc., Airy's Inc., and PT Ferro Construction Co., to be paid to the contractors based on the unit prices provided in their bids.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 171-23

File ID: 171-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: Public Utilities **Final Action:**

Title: **Award of Contract for the 2023 On-Call Excavation and Underground Utility Repair Program**

Agenda Date: 04/18/2023

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Allison Swisher	Approve	4/13/2023
1	2	4/11/2023	Melissa Lopez	Approve	4/13/2023
1	3	4/11/2023	Kevin Sing	Approve	4/13/2023
1	4	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	5	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 172-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Emergency Purchase of Sodium Permanganate from Hawkins Water Treatment Group in an amount not to exceed $100,620.00

BACKGROUND:
Sodium Permanganate solution is used in the production of Hydrous Manganese Oxide, a key component in the radium removal process, at the City's water treatment facilities. The chemicals must meet the requirements of NSF Standard 60 - Drinking Water Treatment Chemicals. The Public Service Committee reviewed this matter at the April 3, 2023 meeting and recommended for approval by full Council.

CONCLUSION:
On January 3, 2023, the Mayor and City Council awarded a contract in the amount of $401,011.00 to Carus Corporation for the purchase of Sodium Permanganate. On January 12, 2023, the Carus Corporation manufacturing plant located in LaSalle, Illinois experienced a catastrophic fire that caused the production of sodium permanganate to halt. Initially Carus Corporation estimated the outage would last a few weeks but soon after they sent force majeure letters to all customers retracting the estimated return to production date. Carus Corporation has since projected a date in May, but it may be longer before the availability of product returns to normal. Since sodium permanganate is a critical chemical needed to treat the City's drinking water, City staff concluded an alternate source of product needed to be found.

City staff contacted multiple vendors in an effort to purchase sodium permanganate but all vendors with the exception of Hawkins Water Treatment Group declined to sell the City chemical due to the increased demand in the market created by the fire at the Carus Corporation facility. Hawkins Water Treatment Group has agreed to source chemical for the City of Joliet from alternate manufacturers and certify it for use in drinking water. It is estimated 6,500 gallons of chemical will be needed until Carus Corporation can resume production. Hawkins Water Treatment Group has proposed a price of $15.48 per gallon not to exceed $100,620.00.

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. Two (2) of these circumstances apply:

(a) Purchases where an emergency immediately affects the public health, safety or welfare, if authorized by the City Manager or his designee;

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

Funds will be charged to the Water / Sewer Operating Fund / Water Production-Chemicals (Org 50080011, Object 536108, $100,620.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council authorize the award for the Emergency Purchase of Sodium Permanganate contract, in the amount not to exceed $100,620.00, on behalf of Hawkins Water Treatment Group.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 172-23

File ID: 172-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: Public Utilities **Final Action:**

Title: Emergency Purchase of Sodium Permanganate from Hawkins Water Treatment Group in an amount not to exceed $100,620.00

Agenda Date: 04/18/2023

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Allison Swisher	Approve	4/13/2023
1	2	4/11/2023	Melissa Lopez	Approve	4/13/2023
1	3	4/11/2023	Kevin Sing	Approve	4/13/2023
1	4	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	5	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 173-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Amendment to the Service Agreement with Flock for additional license plate readers in the Amount of $23,600.00

BACKGROUND:
In August of 2020, the Police Department began a beta license plate reader project with Flock. This project included 12 cameras located at main choke points within the city and training for a small number of Police Department staff. The results of this beta project were much better than anticipated. A dozen major cases were solved or assisted by data collected from Flock, these cases included homicides, armed robbery, and theft. During this time over 100 man-hours were saved by utilizing Flock data.

CONCLUSION:
After the outstanding performance of the beta project, the Police Department would like to expand the use of Flock. Currently, the City uses 27 fixed cameras and 2 mobile cameras but would like to expand to 35 fixed cameras. the mobile cameras will be moved as new “hot spots” are identified. throughout the city. Flock was chosen by the city not only for their flexibility but for their close partnership with Axon whom the city already uses for both hardware and software needs in the Police Department.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over $23,600.00 may be awarded without written specifications or bidding under certain circumstances. One of these circumstances apply:

1. f) Purchases when authorized by a vote of two-thirds (2/3) of all members of the city council then holding office.

Sufficient funds exist utilizing the Approved Capital Project Budget (Org 30060020, Object 557500, $23.600.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the amendment to the service agreement with Flock in the amount of $23,600.00 for 8 additional Flock cameras.

FLOCK GROUP INC.

ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. (**"Flock"**) and the customer identified below (**"Customer"**) (each of Flock and Customer, a **"Party"**). This order form (**"Order Form"**) hereby incorporates and includes the terms of the previously executed agreement (the **"Terms"**) which describe and set forth the general legal terms governing the relationship (collectively, the **"Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the **"Effective Date"**).

Agency: IL - Joliet PD **Legal Entity Name:**	**Contact Name:** Chris Botzum
Address: City Of Joliet Purchasing Division 150 W Jefferson St Joliet, Illinois 60432	**Phone:** (815) 724-3100 **E-Mail:** cbotzum@joliet.gov
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 12 months **Renewal Term:** 24 months	**Billing Term:** Payment due Net 30 per terms and conditions **Billing Frequency:** Annual Plan - First Year Invoiced at Signing

Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box:**
and email your Sales Tax Exemption Certificate to billing@flocksafety.com.

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	6.00	$2,100.00
Professional Services - Advanced Implementation Fee	$750.00	2.00	$1,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	8.00	$20,000.00

Subtotal Year 1:	$23,600.00
Subscription Term:	12 Months
Annual Recurring Total:	$20,000.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$23,600.00

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: IL - Joliet PD**	
By:		By:	
Name:		Name:	William Evans
Title:		Title:	CHIEF OF POLICE
Date:		Date:	3/29/23

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

flock safety

INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number: INV-13077
Date Issued: 4/3/2023
Due Date: 5/2/2023
Payment Terms: Net 30
PO#:

Bill To:
IL - Joliet PD
City Of Joliet Purchasing Division
150 W Jefferson St
Joliet, Illinois, 60432

Notes:

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Falcon	3/31/2023	3/30/2024	8	2,500.00	$0.00	$20,000.00
Professional Services - Advanced Implementation Fee	3/31/2023	3/30/2024	2	750.00	$0.00	$1,500.00
Professional Services - Standard Implementation Fee	3/31/2023	3/30/2024	6	350.00	$0.00	$2,100.00

This invoice does not necessarily reflect your contract dates.
Your contract begins once your installation has been completed.

Subtotal:	**$23,600.00**
Credit:	**$0.00**
Sales Tax:	**$0.00**
Total:	**$23,600.00**

Payment Remittance Information

Click Online payment link below

Pay by Check:
Payable to: Flock Safety
Memo: INV-13077

Questions about your service or installation? Contact support@flocksafety.com
Questions about your invoice? Contact billing@flocksafety.com
Online payment link:
https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9OZUVRTU15cWx1TXBIUTY1Um5zdWJDMTNrdVQzRmxHLDcxMTAyMTA102007GBdm75i?s=ap

flock safety

INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number:	INV-13077
Date Issued:	4/3/2023
Due Date:	5/2/2023
Payment Terms:	Net 30
PO#:	

to pay by credit card or ACH/Wire Transfer

Mail to: PO Box 207576
Dallas, TX 75320-7576

If paying by check, please include a printed Copy of the invoice PDF with check payment. Payment should be sent via USPS.

Please note that any unpaid amounts are subject to a charge of 1.5% per month or as defined in your contract.

Questions about your service or installation? Contact support@flocksafety.com
Questions about your invoice? Contact billing@flocksafety.com
Online payment link:
https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9OZUVRTU15cWx1TXBIUTY1Um5zdWJDMTNrdVQzRmxHLDcxMTAyMTA102007GBdm75i?s=ap

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 173-23

File ID: 173-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/12/2023

Department: City Clerk/Business Services **Final Action:**

Title: Amendment to the Service Agreement with Flock for additional license plate readers in the Amount of $23,600.00

Agenda Date: 04/18/2023

Attachments: FLOCK Agreement 8 Cameras 03-30-2023, Flock Invoice

Entered by: jmarsett@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/12/2023	William Evans	Approve	4/14/2023
1	2	4/12/2023	Christopher Sternal	Approve	4/14/2023
1	3	4/12/2023	Sabrina Spano	Approve	4/14/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 174-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
CDBG Subrecipient Agreement with AGAPE Missions, NFP up to $56,000.00.

BACKGROUND:
The 2020-2024 Consolidated plan and Program Year 2022 Annual Action Plan for expenditure of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) were previously approved by the Mayor and City Council with Resolution #775. Through the submission for the 2022 Annual Action Plan, City of Joliet allocated up to $56,000.00 to AGAPE Mission, NFP.

CONCLUSION:
City of Joliet CDBG funds will improve AGAPE Mission, NFP housing stock.

RECOMMENDATION:
The Administration recommends that the Mayor and City Council adopt the attached CDBG subrecipient agreement with AGAPE Mission, NFP.

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COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
AGAPE MISSIONS, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") made this _____ day of _____, 2023 by and between City of Joliet (the "**City**") and AGAPE MISSIONS, NFP an Illinois not-for-profit, located and doing business at 840 PLAINFIELD ROAD, JOLIET IL, 60435 (the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2020-2024 Consolidated Plan for the CDBG Program with Resolution #7557 and the 2022 Annual Action Plan with Resolution #7785 for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2022 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Project is defined as low-moderate income households as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his/her behalf.

h. "Project" means a site or sites together with any building or buildings located on the site(s) under common ownership, management and financing, to be assisted with CDBG funds as a single undertaking. The "project" includes all of the activities associated with the site and building. Project means the project subject to this Agreement as defined in the scope of service and project budget.

i. "Program" means a CDBG Program eligible (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under §570.207(b)(4)), homebuyer down payment assistance, or recreational needs. If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111 to be carried out by a contractor and/or subrecipient.

j. "Subrecipient" is a public agency or nonprofit organization that administers a specific Project for the City.

k. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROJECT RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted.

III. TERM

The term of this Agreement shall commence UPON EXECUTION BY BOTH PARTIES as of the date executed and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until April 18, 2024.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Project") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Project in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Project will be administered under its direct supervision and that all personnel engaged in the Project shall be fully qualified and authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
    - The dangers of drug abuse in the workplace;
    - The SUBRECIPIENT's policy of maintaining a drug-free workplace;
    - Any available drug counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

   Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

   The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

   The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The SUBRECIPIENT further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

   The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:
4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

On a quarterly basis, the SUBRECIPIENT shall submit to the City, in a form acceptable to the City, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within 30 days of the close of each quarter.

The SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Project for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to extend the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment, in a form acceptable to the City, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of FIFTY SIX THOUSAND AND no/100 DOLLARS ($56,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the

Project is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Project and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Project in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and

For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**AGAPE MISSIONS, NPF**
SUBRECIPIENT ID (DUNS):	**36-3789462**

Federal Award Identification Number(s):	**B-21-MC-17-0013 ($56,000.00)**
Federal Award Date:	**October 1, 2022**
Subaward Period of Performance:	**April 18, 2023 to April 18, 2024**
Federal Funds Obligated by this Agreement:	**$56,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$56,000.00**
Total Amount of the Federal Award:	**$56,000.00**
Federal award project description:	**Community Facility Improvement, more fully described at 24 CFR 570.208(a)(2)**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Gabriel Friend, Interim Director, Neighborhood Services 150 W. Jefferson Joliet IL 60432 815-724-4090**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body politic
of the State of Illinois

By: _____
Name:_____
Title:_____
Date:_____

Spanish Community Center
an Illinois not-for-profit corporation

By: _____
Name:_____
Title:_____
Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT The scope of work shall include the following. All work shall be performed in accordance with state and local building requirements.

The SUBRECIPIENT will make capital improvements to their facilities located at:

- 509 PLAINFIELD RD, JOILET IL:
    - replacement and installation of entry doors, bathroom doors, handrails, and new case openings for laundry and panty
- 501 ONIEDA ST, JOLIET IL
    - replacement and installation of entry doors, bathroom doors, attic access door, interior stair door, kitchen exterior back door, south entry door and transom, and
    - replacement of 7 beds for the units.
    - staircase will also be repaired with wall patching and replacement and installation of new brackets and handrail.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 174-23

File ID: 174-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/27/2023

Department: Neighborhood Services **Final Action:**

Title: CDBG Subrecipient Agreement with AGAPE Missions, NFP up to $56,000.00.

Agenda Date: 04/18/2023

Attachments: AGAPE HOUSING 2022

Entered by: kmcnichol@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
2	2	4/12/2023	Melissa Lopez	Approve	4/14/2023
2	3	4/12/2023	Kevin Sing	Approve	4/14/2023
2	4	4/12/2023	Sabrina Spano	Approve	4/14/2023
2	5	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 175-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
CDBG Subrecipient Agreement with AGAPE Mission, NFP up to $36,000.00

BACKGROUND:
The 2020 - 2024 Consolidated Plan and Program Year 2022 Annual Action Plan for expenditure of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) were previously approved by the Mayor and City Council with Resolution #7785. Through the submission for the 2022 Annual Action Plan, the City of Joliet allocated up to $36,000.00 CDBG Community Facility Improvements funding to AGAPE, NFP.

CONCLUSION:
City of Joliet CDBG funds will improve AGAPE Mission, NFP headquarter facilities

RECOMMENDATION:
The Administration recommends that the Mayor and City Council Adopt the attached CDBG subrecipient agreement with AGAPE Mission, NFP up to $36,000.00

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COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
AGAPE MISSIONS, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") made this _____ day of _____, 2023 by and between City of Joliet (the "**City**") and AGAPE MISSIONS, NFP an Illinois not-for-profit, located and doing business at 840 PLAINFIELD ROAD, JOLIET IL, 60435 (the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2020-2024 Consolidated Plan for the CDBG Program with Resolution #7557 and the 2022 Annual Action Plan with Resolution #7785 for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2022 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Project is defined as low-moderate income households as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his/her behalf.

h. "Subrecipient" is a public agency or nonprofit organization that administers a specific Project for the City.

i. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROJECT RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted.

III. TERM

The term of this Agreement shall commence UPON EXECUTION BY BOTH PARTIES as of the date executed and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until April 18, 2024.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Project") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Project in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Project will be administered under its direct

supervision and that all personnel engaged in the Project shall be fully qualified and authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall

take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment

because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all

such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
   - The dangers of drug abuse in the workplace;
   - The SUBRECIPIENT's policy of maintaining a drug-free workplace;
   - Any available drug counseling, rehabilitation, and employee assistance programs; and
   - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The SUBRECIPIENT further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications

   The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:
4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint

and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

On a quarterly basis, the SUBRECIPIENT shall submit to the City, in a form acceptable to the City, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within 30 days of the close of each quarter.

The SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Project for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to extend the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment, in a form acceptable to the City, on a weekly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of THIRTY SIX THOUSAND AND no/100 DOLLARS ($36,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Project is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Project and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization,

the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Project in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or

rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and

For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**AGAPE MISSIONS, NFP**
SUBRECIPIENT ID (DUNS):	**36-3789462**
Federal Award Identification Number(s):	**B-22-MC-17-0013 ($56,000.00)**
Federal Award Date:	**October 1, 2022**
Subaward Period of Performance:	**April 18, 2023 to April 18, 2024**
Federal Funds Obligated by this Agreement:	**$36,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$36,000.00**
Total Amount of the Federal Award:	**$36,000.00**
Federal award project description:	**Community Facility Improvement, more fully described at 24 CFR 570.208(a)(2)**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Gabriel Friend, Interim Director, Neighborhood Services 150 W. Jefferson Joliet IL 60432 815-724-4090**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body politic
of the State of Illinois

By: _____
Name:_____
Title:_____
Date:_____

AGAPE MISSIONS
an Illinois not-for-profit corporation

By: _____
Name:_____
Title:_____
Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT will make capital improvements to their facility located at 840 PLAINFIELD RD Joliet, Illinois. The scope of work shall include the following. All work shall be performed in accordance with state and local building requirements.

The improvements to be performed at the office at 840 Plainfield Rd includes:

- 3 door replacements with deadbolt and panic device installation
- Minor wall repair
- New door handles and lock installation.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 175-23

File ID: 175-23 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/27/2023

Department: Neighborhood Services **Final Action:**

Title: CDBG Subrecipient Agreement with AGAPE Mission, NFP up to $36,000.00

Agenda Date: 04/18/2023

Attachments: AGAPE COMMUNTY FACILITY 2022

Entered by: kmcnichol@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
2	2	4/12/2023	Melissa Lopez	Approve	4/14/2023
2	3	4/12/2023	Kevin Sing	Approve	4/14/2023
2	4	4/12/2023	Sabrina Spano	Approve	4/14/2023
2	5	4/12/2023	James V. Capparelli	Approve	4/14/2023

Memo

File #: 177-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Public Hearing for a Resolution Approving an Annexation Agreement for 1 Industry Avenue (A-2-2023)

BACKGROUND:
BL Duke, a scrap metal recycling company that serves both industrial and general public customers, has been operating an industrial salvage yard at 1 Industry Avenue since 2015. The property is owned by One Industry Holdings LLC, and BL Duke is the tenant. One Industry Holdings desires to annex into the City of Joliet, have its property classified to I-2 (General Industrial) zoning district, have its Special Use Permit request for a salvage yard approved so that BL Duke can add the shredding of recyclable materials to its existing industrial recycling operations at its existing salvage yard. The shredding of recyclable materials will include but not be limited to automobiles. BL Duke anticipates that the proposed shredding operations will work in tandem with the battery reclamation operations that is being proposed for the redevelopment of the former U.S. Steel property at 927 Collins Street into an eco-park campus.

This property has long been associated with Joliet's industrial history. It was home to the Phoenix Horseshoe Company from the 1860s to the 1950s as well as to the manufacturing of other steel products for various industries through 2013. The 28.97 acre complex includes a multitude of long, tall metal clad industrial buildings as well as a few stone and concrete block buildings. There is a 1.5 story stone office building. The concept plan for the expansion at this complex is included with the staff report packet. Currently, BL Duke anticipates that the industrial shredder will be located on the north side of the property. The company may construct one or more structures to accommodate the proposed shredder in accordance with the permitting process through the Illinois Environmental Protection Agency and adherence to state regulations. The location of the proposed shredder is approximately 1,500 feet and over ¼ mile from the nearest residential property in Joliet and Crest Hill. There is an approximate 40' drop in elevation from Broadway Street to the primary area of existing and proposed industrial activity at this property as well as an existing tree line along Broadway Street to help with visual screening and sound buffering. Most of the land along the subject property's western border is owned by the City of Joliet and is intended for the future extension of the Broadway Street Greenway.

BL Duke leases the adjacent 26.5-acre property to the east, along the Des Plaines River, from the Metropolitan Water Reclamation District of Greater Chicago for its barge access. This 26.5-acre property is not part of this special use permit nor annexation request due to complexities with the existing MWRD lease. A Canadian National rail spur, which is leased by Watco (a third-party logistics provider), bisects the two properties that are part of BL Duke's Joliet salvage yard operations. The

company intends to more heavily utilize the existing barge and rail infrastructure should the industrial shredder operations be approved. BL Duke recently completed a new barge terminal at their Chicago facility so that they can barge more materials to and from Joliet as opposed to utilizing trucks. In addition, the company recently rebuilt a rail line on the property at 1 Industry Avenue to haul more materials by rail.

The petitioner has submitted a draft annexation agreement, which is being reviewed by City staff as of the writing of this staff report. The existing office building, which is near Industry Avenue, already has City sewer service but not water service. The City intends to replace the water main along Industry Avenue in 2025 after which water connection to the office building can be completed. Additional improvements and future impact fees will be further detailed in the annexation agreement if applicable.

PLAN COMMISSION MEETING:
The Plan Commission held a meeting on this matter on March 16, 2023. Mr. Gary Davidson, an attorney with Castle Law, appeared on behalf of the petitions. No one appeared in support or opposition nor were any written comments submitted. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Mr. Bob Wunderlich motioned to approve the Annexation of 28.97 Acres at 1 Industry Avenue, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement. Mr. Marc Rousonelos seconded the motion. The motion passed, with seven (7) aye votes. Voting aye were: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath. Dillon and Perez were absent.

RECOMMENDATION:
The Administration concurs with the recommendation of the Plan Commission and recommends the Mayor and City Council adopt the Resolution Approving an Annexation Agreement for 1 Industry Avenue.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT
(1 Industry Avenue)

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

SECTION 1: This Annexation Agreement between the City of Joliet and One Industry Holdings, 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 Intergovernmental Agreement on behalf of the City of Joliet.

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

PASSED this_____ day of _____, 2023.

_____ _____
MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 30-07-04-214-015-0000
ADDRESS: 1 Industry Avenue
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-2-23
COUNCILMANIC DISTRICT NO.: 4

PREPARED BY: Jayne Bernhard, 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"

Annexation Agreement to be inserted.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, March 16, 2023

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
John Dillon
Jason Heath
John Kella
Roberto Perez
Brigette Roehr
Marc Rousonelos
Bob Wunderlich

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

CALL TO ORDER

ROLL CALL

Present John Kella, Jason Cox, Jeff Crompton, Brigette Roehr, Marc Rousonelos, Bob Wunderlich and Jason Heath

Absent John Dillon and Roberto Perez

APPROVAL OF MINUTES

TMP-5399

Attachments: 021623

A motion was made by Jason Cox, seconded by Jeff Crompton, to approve the Plan Commission Minutes from February 16, 2023. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

Abstain: Roehr

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

Mr. Jim Capparelli, City Manager, appeared regarding the Annexation of 28.97 Acres at 1 Industry Avenue. Mr. Capparelli gave some background information about the recycling business and said it will be a great project for the City of Joliet.

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.

None.

OLD BUSINESS

None.

NEW BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

A-1-23: ANNEXATION OF 8.81 ACRES LOCATED AT 18204 N.W. FRONTAGE ROAD, CLASSIFICATION TO I-1 (LIGHT INDUSTRIAL) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.
P-4-23: PRELIMINARY PLAT OF IMPERIAL SITE LLC SUBDIVISION.
FP-4-23: FINAL PLAT OF IMPERIAL SITE LLC SUBDIVISION.
Z-1-23: RECLASSIFICATION OF 8.85 ACRES LOCATED AT 1603 N.W. FRONTAGE ROAD FROM B-3 (GENERAL BUSINESS) TO I-1 (LIGHT INDUSTRIAL) ZONING.

TMP-5392

Attachments: 1603 NW Frontage Road_Imperial Site_PC Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. David Silverman, Attorney, appeared on behalf of the petition.

Commissioner Wunderlich inquired why they would like to be annexed into Joliet as opposed to remaining in the County. Mr. Torri responded.

No one appeared in opposition to the petition.

A motion was made by Jason Cox, seconded by Jeff Crompton, to recommend for approval by the City Council the Annexation of 8.81 Acres located at 18204 N.W. Frontage Road, Classification to I-1 (Light Industrial) Zoning and Approval of an Annexation Agreement, the Preliminary Plat of Imperial Site LLC Subdivision, the Final Plat of Imperial Site LLC Subdivision, and the Reclassification of 8.85 Acres located at 1603 N.W. Frontage Road from B-3 (General Business) to I-1 (Light Industrial) Zoning. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

PUD-4-23: PRELIMINARY PLANNED UNIT DEVELOPMENT OF TIMBER POINTE UNIT 2 SUBDIVISION.
PUD-5-23: FINAL PLANNED UNIT DEVELOPMENT OF TIMBER POINTE UNIT 2 SUBDIVISION.

TMP-5384

Attachments: PUD-4-23 PUD-5-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Joe Hammer, Ruettiger, Tonelli & Associates, appeared on behalf of the petition.

Commissioner Wunderlich had a few questions. Mr. Hammer responded.

No one appeared in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Jason Cox, to recommend for approval by the City Council the Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision and the Final Planned Unit Development of Timber Pointe Unit 2 Subdivision. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

A-2-23: ANNEXATION OF 28.97 ACRES AT 1 INDUSTRY AVENUE, CLASSIFICATION TO I-2 (GENERAL INDUSTRIAL) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.

TMP-5390

Attachments: A-2-23 (1 Industry Avenue) Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Gary Davidson, 2 N. Infantry Drive, appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Bob Wunderlich, seconded by Marc Rousonelos, to recommend for approval by the City Council the Annexation of 28.97 Acres at 1 Industry Avenue, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

NEW BUSINESS

V-2-23: VACATION OF A PORTION OF SEWER AND RIGHT-OF-WAY EASEMENT IN THE ROCK RUN CROSSINGS SUBDIVISION.

TMP-5405

Attachments: V-2-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Torri appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Jason Cox, seconded by Jason Heath, to recommend for approval by the City Council the Vacation of a Portion of Sewer and Right-of-Way Easement in the Rock Run Crossings Subdivision. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

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

Please see all public comments at the following link and then select "Meeting Details" for the meeting held on March 16, 2023.

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

ADJOURNMENT

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

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

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.

DATE: March 8, 2023

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT:

A-2-23: Annexation of 28.97 Acres at 1 Industry Avenue, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement

GENERAL INFORMATION:

APPLICANT / OWNERS:	One Industry Holdings, LLC
STATUS OF APPLICANT:	Property Owners
REQUESTED ACTION:	Approval of an Annexation, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement
PURPOSE:	To allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles
LOCATION:	1 Industry Avenue (PIN #30-07-04-214-015-0000)
SIZE:	28.97 acres
EXISTING LAND USE:	Industrial – processing warehousing complex
EXISTING ZONING:	Unincorporated Will County I-1 Zoning District
PROPOSED ZONING:	I-2 (General Industrial)

SURROUNDING LAND USE & ZONING:

North:	Unincorporated Will County I-2 zoning; industrial
South:	I-2 (General Industrial) zoning; industrial
East:	Unincorporated Will County I-3 zoning; industrial
West:	B-3 (General Business) and R-2 (Single-family Residential; vacant land

SITE HISTORY: None.

SPECIAL INFORMATION: This property has long been associated with Joliet's industrial history. It was home to the Phoenix Horseshoe Company from the 1860s to the 1950s as well as to the manufacturing of other steel products for various industries through 2013. BL Duke, a scrap metal recycling company that serves both industrial and general public customers, has been operating an industrial salvage yard at this location since 2015. The property is owned by One Industry Holdings LLC, and BL Duke is the tenant. One Industry Holdings desires to annex into the City of Joliet and have its property classified to I-2 (General Industrial) zoning district so that BL Duke can add the shredding of recyclable materials to its existing industrial recycling operations at its existing salvage yard. The shredding of recyclable materials will include but not be limited to automobiles. The City of Joliet Zoning Ordinance requires Special Use Permits for a salvage yard. The petitioner is therefore seeking a recommendation for this approval from the Zoning Board of Appeals at their March 16, 2023 meeting. BL Duke anticipates that the proposed shredding operations will work in tandem with the battery reclamation operations that is being proposed for the redevelopment of the former U.S. Steel property at 927 Collins Street into an eco-park campus.

BL Duke leases the adjacent 26.5-acre property to the east, along the Des Plaines River, from the Metropolitan Water Reclamation District of Greater Chicago for its barge access. This 26.5-acre property is not part of this special use permit nor annexation request due to complexities with the existing MWRD lease. A Canadian National rail spur, which is leased by Watco (a third-party logistics provider), bisects the two properties that are part of BL Duke's Joliet salvage yard operations. The company intends to more heavily utilize the existing barge and rail infrastructure should the industrial shredder operations be approved. BL Duke recently completed a new barge terminal at their Chicago facility so that they can barge more materials to and from Joliet as opposed to utilizing trucks. In addition, the company recently rebuilt a rail line on the property at 1 Industry Avenue to haul more materials by rail.

The 28.97 acre complex includes a multitude of long, tall metal clad industrial buildings as well as a few stone and concrete block buildings. There is a 1.5 story stone office building. The concept plan for the expansion at this complex is included with the staff report packet. Currently, BL Duke anticipates that the industrial shredder will be located on the north side of the property. The company may construct one or more structures to accommodate the proposed shredder in accordance with the permitting process through the Illinois Environmental Protection Agency and adherence to state regulations. The location of the proposed shredder is approximately 1,500 feet and over ¼ mile from the nearest residential property in Joliet and Crest Hill. There is an approximate 40' drop in elevation from Broadway Street to the primary area of existing and proposed industrial

activity at this property as well as an existing tree line along Broadway Street to help with visual screening and sound buffering. Most of the land along the subject property's western border is owned by the City of Joliet and is intended for the future extension of the Broadway Street Greenway.

The petitioner has submitted a draft annexation agreement, which is being reviewed by City staff. The existing office building, which is near Industry Avenue, already has City sewer service but not water service. The City intends to replace the water main along Industry Avenue in 2025 after which water connection to the office building can be completed. Additional improvements and future impact fees will be further detailed in the annexation agreement if applicable.

ANALYSIS: The approval of the Annexation and Zoning Classification to I-2 (Light Industrial) will allow an existing salvage yard to expand operations with the purpose of shredding recyclable materials including but not limited to automobiles.

A-2-23

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.

2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.

3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.

4. The Territory is not within the corporate limits of any municipality.

5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 2/17/23

PETITIONER

Subscribed and Sworn to before me
this 17 day of February, 2023.

NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA W RICKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/26/24

CITY CLERK
JOLIET, ILLINOIS

23 FEB 21 PM 2:31

FILED

CASE NO. A-2-23
DATE FILED 2/17/23

ANNEXATION INFORMATION SHEET

(PLEASE PRINT CLEARYLY)

I. Applicant's information:

NAME OF APPLICANT(S):

FN	(MI)	(LN)	(Suffix)
One Industry Holdings, LLC			

HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
5407 Canal Bank Road	Forest View	IL	60402

BUSINESS ADDRESS	CITY	STATE	ZIP CODE

CONTACT NUMBERS:

(H) (_____) _____ (W) (_____) _____ CELL (773) 617-5307

E-MAIL ADDRESS: lplucinski@blduke.com

II. Owner's information:

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

FN	(MI)	(LN)	(Suffix)
One Industry Holdings, LLC			
Lou Plucinski			

HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
11501 73rd Place	Burr Ridge	IL	60527

BUSINESS ADDRESS	CITY	STATE	ZIP CODE
6470 Canal Bank Road	Forest View	IL	60402

CONTACT NUMBERS:

(H) (_____) _____ (W) (_____) _____ CELL (773) 617-5307

E-MAIL ADDRESS: lplucinski@blduke.com

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

CITY CLERK
23 FEB 21 PM 2:31
FILED

III. Agent Authorization:

Please check one of the following:

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

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

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

(Please Print)

Gary K Davidson — Agent's Name

Castle Law — Company Name *(If Applicable)*

2 North Infantry Drive, Joliet IL 60435 — Agent's Mailing Address City/State/Zip

(815)744-6550 — Agent's Phone

(815)351-0408 — Area Code Mobile

( ) — Area code Fax

Email address: gdavidson@castlelaw.com

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

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

Owner's Signature (s):

Date: February 17, 2023

Date: _____

IV. REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

NAME	ADDRESS	Area Code	Phone
NONE		( )	
		( )	
		( )	

CHRISTA M. DESIDERIO
CITY CLERK
JOLIET, ILLINOIS

23 FEB 21 PM 2:31

FILED

v. Property information:

PROPERTY ADDRESS:

1 Industry Drive	Joliet	IL	Joliet	60435
PROPERTY ADDRESS	CITY	STATE	TOWNSHIP	ZIP CODE

PROPERTY IDENTIFICATION NUMBER (P.I.N. or tax number(s):30-07-04-214-015-0000

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

Lots 1 and 2 (except the south 33 feet thereof taken for street purposes) in the County Clerks subdivision of part of the northwest 1/4 of Section 3, and part of the northeast 1/4 of Section 4, Township 35 North, Range 10 East of the third principal meridian, according to the plat thereof recorded April 1. 1903 as doc no. 222243

LOT SIZE: WIDTH Per plat attached DEPTH _____ AREA _____

PRESENT LAND USE: Vacant Industrial

EXISTING ZONING: Industrial

PROPOSED LAND USE AND/OR PURPOSE OF ANNEXATION: Salvage yard with the purpose shredding recyclable materials including but not limited to automobiles

ZONING CLASSIFICATION REQUESTED: special use in industrial zone

USES OF SURROUNDING PROPERTIES:

NORTH Industrial EAST Industrial

SOUTH Industrial WEST City Owned

IMPORTANT

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

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

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

PETITIONER — DATE 2/17/23

PETITIONER — DATE

Subscribed and Sworn to before me this 17 day of February 2023

NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA W RICKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/26/24

FILED
23 FEB 21 PM 2:35

PLAT OF ANNEXATION

LOT 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET PURPOSES) IN THE COUNTY CLERK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 9, DOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1921, AS DOCUMENT NO. 222242, IN WILL COUNTY, ILLINOIS.

NORTH BROADWAY ST. (ROUTE 53)

INDUSTRY AVENUE

GENSTAR LANE

LOT 2

LOT 1

ANNEXATION PARCEL
(AREA=29.93 ACRES +/-)

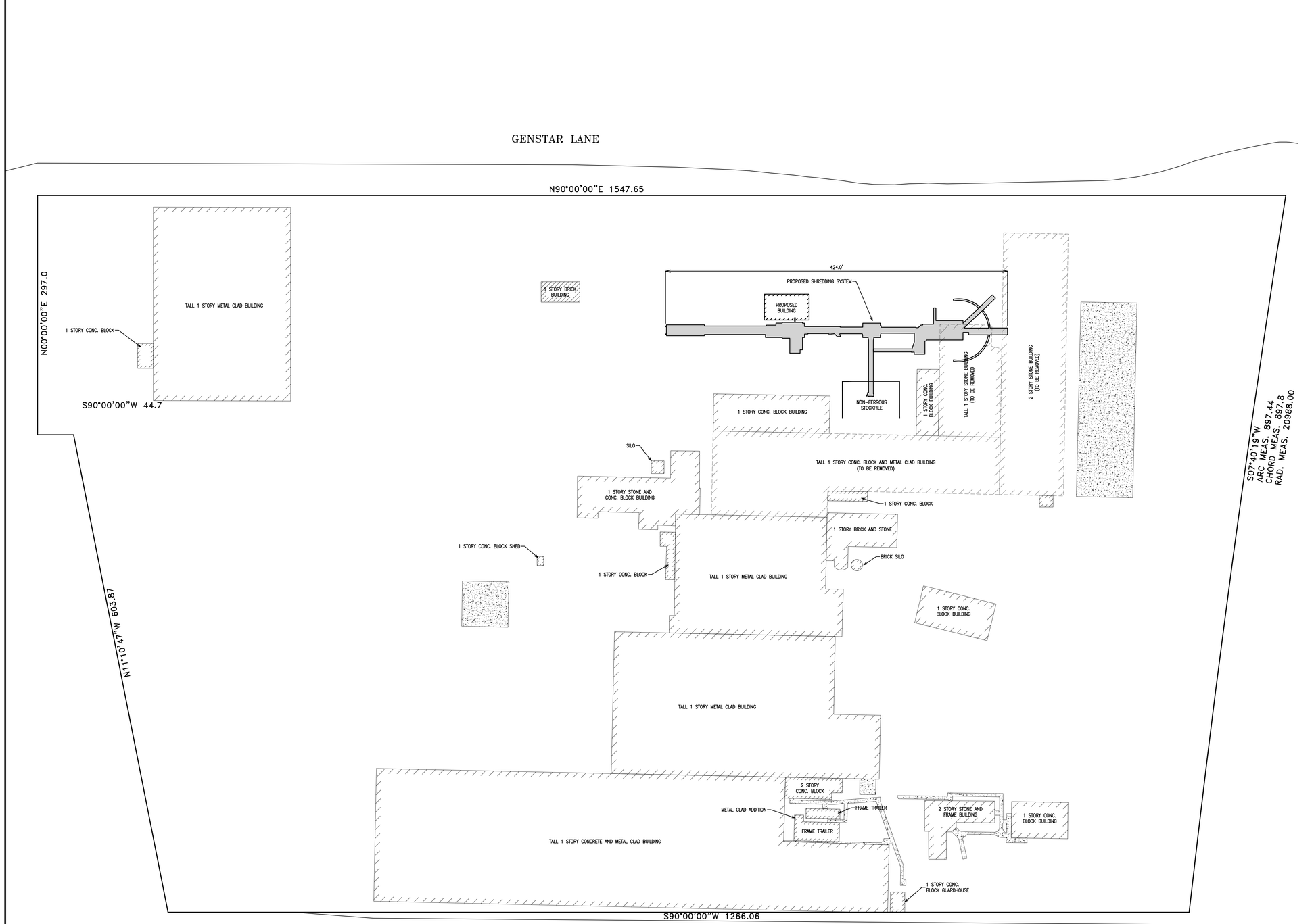
ELGIN, JOLIET & EASTERN RAILROAD

GRAPHIC SCALE 1" = 60'

COMMON ADDRESS: INDUSTRY AVENUE
JOLIET, IL 60435

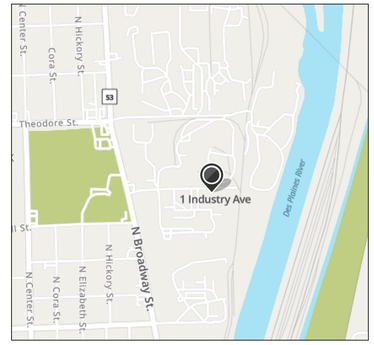
P.I.N. 30-07-04-314-015

	GEOTECH INC. CONSULTING ENGINEERS - LAND SURVEYORS 1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010	PART OF THE NE 1/4 OF SECTION 4-24-10	PLAT OF ANNEXATION (CITY OF JOLIET) DRAWN BY: BL JOB # 21433 CHECKED BY: CMP DATE: 1/25/2023	DATE BY REVISION



GRAPHIC SCALE 1"=60'

0 30 60 120



LOCATION MAP

LOT 1 AMD LOT 2 OF COUNTY CLERKS SUB OF PART OF THE EAST 1/2 NORTHWEST 1/4 SEC. 4, AND PART OF THE WEST 1/2 NORTHWEST SEC. 3, T35N, R10E.

PROPERTY IDENTIFICATION NUMBER: 30-07-04-214-015

PROPERTY ADDRESS: 1 INDUSTRY AVENUE
JOLIET, IL 60435

CLIENT: ONE INDUSTRY HOLDINGS
6470 WEST CANAL BANK ROAD
FOREST VIEW, IL 60402

NOTES:

1. EXISTING CONDITIONS AND BOUNDRAY BASED ON ALTA SURVEY PREPARED BY JENS K. DOE DATED MAY 15TH, 2022. NO ADDITIONAL SURVEY WORK WAS PREFORMED BY GEOTECH.
2. LOCATION OF SHREDDING SYSTEM IS CONCEPTUAL AND SUBJECT TO CHANGE. FINAL ENGINEERING AND BUILDING PLANS ARE REQUIRED.

SEAL/STAMP

NO.	DATE	REVISION

ONE INDUSTRY HOLDINGS LLC
1 INDUSTRY AVE
JOLIET, IL

CONCEPT PLAN

GEOTECH INC.
CONSULTING ENGINEERS – LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21433
DATE: 1.5.23
DRAWN BY: TC
CHECKED BY: CP

SHEET NO. 1

P:\Projects\GEN\21433\Engineering\DWG\Concept\21433 Concept.dwg
PlotDate: 1/16/2023 1:13 PM Layout: CONCEPT PLAN

Figure 1: Intersection of Broadway Street and Industry Avenue, view facing east down toward subject property

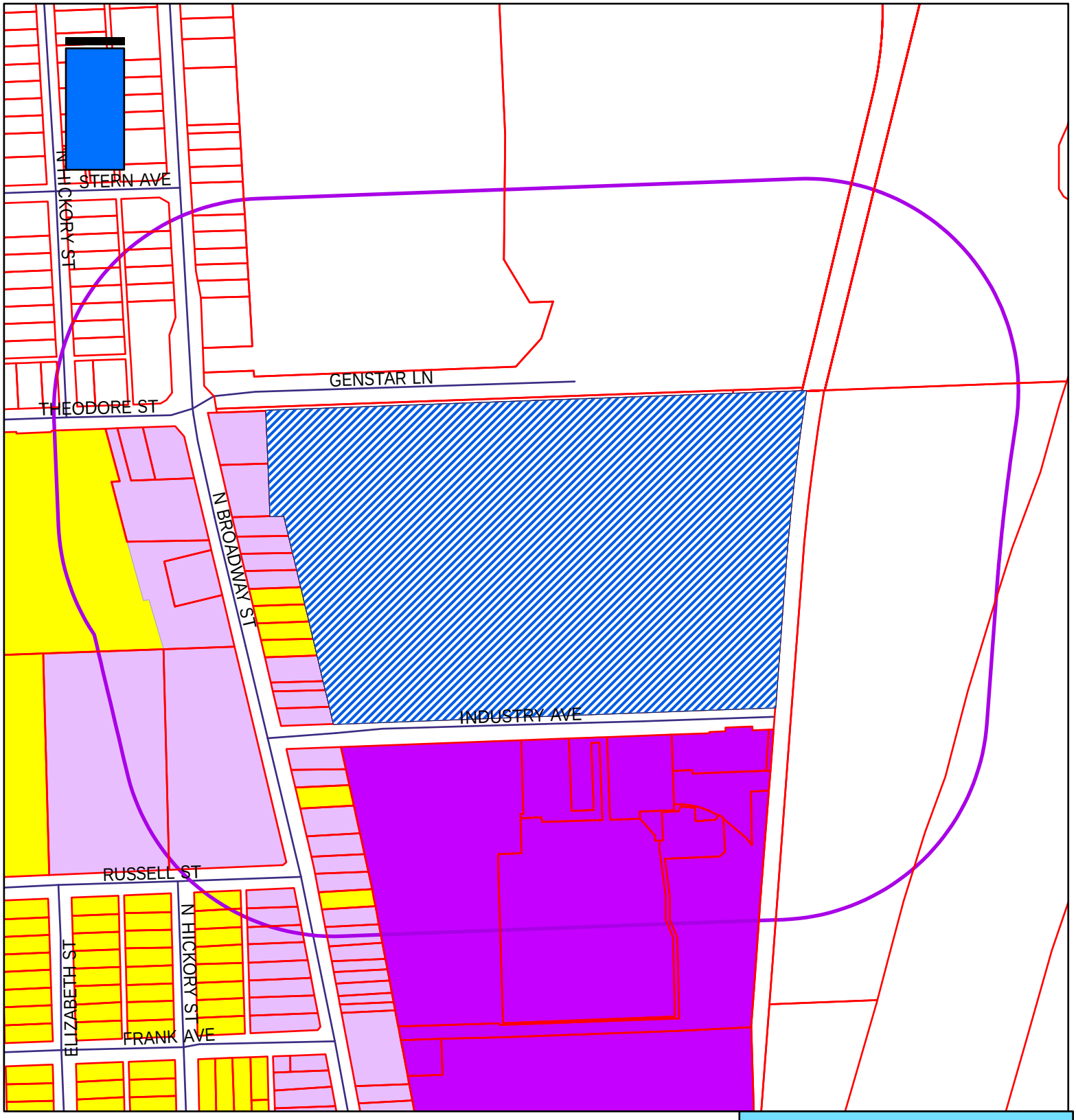


Figure 2: Gate 2 into the site along Industry Avenue. View facing northeast



Figure 3: Main office building at the property and industrial buildings to the rear. View facing north, into the property.





A-2-23

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

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



A-2-23a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ____ day of April, 2023, by and between the City of Joliet, an Illinois home rule municipal corporation ("City") and One Industry Holdings, LLC ("Owner").

RECITALS

WHEREAS, the Owner is the owner of record of approximately 28.97 acres of land located at 1 Industry Ave, Will County, Illinois, which property is referred to herein as the "Parcel" and is described in Exhibit "A"; and

WHEREAS, the Parcel is not within the corporate limits of any municipality but is or shall be contiguous to the City prior to its annexation by the City in accordance with the applicable provisions of the *Illinois Municipal Code*; and

WHEREAS, the City and the Owner desire that the City annex the Parcel and approve the development of the Parcel in accordance with this Agreement and the ordinances and regulations of the City; and

WHEREAS, a public hearing has been held in the manner provided by law regarding the annexation, zoning and special use classification of the Parcel and the adoption and approval of this Agreement; and

WHEREAS, by a favorable vote of at least two-thirds of its corporate authorities then holding office, the City has passed a resolution approving this Agreement and authorizing its execution by the Mayor and City Clerk.

WHEREAS, the establishment of the zoning and special use as set forth herein, will not be detrimental to or endanger the public health, safety, morals comfort or general welfare, and

WHEREAS, the zoning and 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

WHEREAS, adequate utilities access roads, drainage and/or other necessary facilities have been or will be provided and that adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and the special use shall conform in all other respects 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

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Owner agree as follows:

1. ***INCORPORATION OF RECITALS***

The foregoing recitals are hereby incorporated into the body of this Agreement. Similarly, any exhibit referred to in this Agreement is hereby incorporated by reference as if fully set forth and repeated.

2. ***ANNEXATION OF THE PARCELS***

Concurrently with the approval of this Agreement, the City shall, by ordinance, annex the Parcel in accordance with applicable law

3. ***ZONING OF THE PARCELS***

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact an ordinance classifying the Parcels as I-2 General Industrial District with a special use permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles. The Zoning Ordinance of the City of Joliet (Ordinance No. 5285, as re-adopted pursuant to home rule authority

by Ordinance No. 8730, as amended from time to time) ("Zoning Ordinance"), shall apply in all respects to the Parcel, except as may be expressly and specifically provided for herein. The City shall be permitted to amend the Zoning Ordinance or reclassify the Parcel during the effective term of this Agreement and thereafter in the manner set forth in the Zoning Ordinance or under law. Any ambiguity or omission shall be resolved in favor of the applicability of the Zoning Ordinance.

In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Parcel:

- Outdoor Advertising, except as provided herein;
- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses
- Residential dwelling units
- Any use in violation of the applicable zoning ordinance

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

Section 3.1. Representations and Warranties of the City. In order to induce the Owner to enter into this Agreement, the City hereby makes certain representations and warranties to the Owner, as follows:

(a) **Organization and Standing**. The City is a home rule municipality duly organized validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) **Power and Authority**. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability**. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation and undertaking of the City, enforceable against the City in accordance with its terms, except to the extent that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditor's rights, and by equitable principles.

(d) **No Violation**. The execution and delivery of this Agreement, the compliance with the terms, conditions and provisions hereof and thereof, and the performance of the City's agreements, obligations and undertakings hereunder will not conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) **Government Consent and Approvals**. No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations under this Agreement.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the City is a party and (2) which will, or could, prevent the City's performance of its obligations under this Agreement.

3.2. Representations and Warranties of the Owner. In order to induce the City to enter into this Agreement, the Owner makes the following representations and warranties to the City:

(a) **Power and Authority**. Owner is properly organized and remains in existence as a valid legal entity. The Owner has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(b) **Authorization and Enforceability**. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Owner. This Agreement is a legal, valid and binding obligation and undertaking ofthe Owner, enforceable against the Owner in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(c) **No Violation**. The execution and delivery of this Agreement, the compliance with the terms, conditions and provisions hereof and thereof, and the performance of the Owner's agreements, obligations and undertakings hereunder do not and will not conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance,

judicial decision, judgment, decree or other law to which the Owner is a party or by which the Owner or any of its assets may be bound.

(d) **Governmental Consents and Approvals**. No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Owner of this Agreement or the performance thereof by the Owner.

(e) **No Proceedings or Judgments**. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Owner is a party and (2) which will, or could, prevent the Owner's performance of its obligations under this Agreement.

4. ***DEVELOPMENT OF THE PARCEL***

(a) *General*

The Subdivision Regulations of the City of Joliet (Ordinance No. 7208, as amended), shall apply in all respects to the Parcel. Any ambiguity or omission shall be resolved in favor of the applicability of the Subdivision Regulations. City and Owner agree that City agrees to issue any and all required operating and building permits necessary for Owner to operate the business use as set forth in the Special Use Permit which was filed in connection with the annexation and rezoning of this parcel.

(b) *Building Design Standards*

All buildings, structures or alterations hereafter constructed or made on the Parcel shall conform to the non-residential design standards then established by the

City, currently codified at Section 47-15H of the Zoning Ordinance. All current buildings shall be allowed to remain as-is.

(c) *Landscaping*

The Owner shall comply with the landscape requirements established by the City at the time any Building Permits are requested on the subject property, such requirements being currently set forth in Section 47-15E of the Zoning Ordinance. A future landscape plan would be required as part of a future building permit.

(d) *Pavement of Yard Areas*

All outdoor areas of the Parcel excepting used for vehicular access or parking, shall be allowed to remain as currently existing excepting those which are part of any improvements which shall paved in accordance with City requirements for commercial driveways and parking lots or as the Owner and the City may otherwise agree.

5. ***MUNICIPAL AND PUBLIC UTILITIES***

. When the City project is complete on Industry Drive and the parcel receives municipal and public utilities, Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, shall apply in all respects to the Parcels and to the provision of water to the Owner by the City. Notwithstanding anything contained herein to the contrary, the parties acknowledge that the site is already connected to the City Sanitary Sewer system and there shall be no further requirements relative to same Any ambiguity or omission shall be resolved in favor of the applicability of Article 31, as amended.

(a) *Water Supply*

(i) *Right to Connect*

Upon annexation of the Parcel to the City, and the issuance of required permits and approvals by the City and the Illinois Environmental Protection Agency (IEPA), and any other agency having jurisdiction thereof and upon completion of the City Project in Industry Avenue, the Owner shall connect the existing office buildings to the City public water utility system within 180 days of completion of the City's water main reconstruction project. Future buildings constructed on the Parcel and the existing buildings substantially improved would also be require connection to the City;s water system and and extension of public mains and fire hydrants at the time of development as required by Municipal and State Plumbing Code. The Owner, at its expense and without reimbursement by the City, shall be responsible for the acquisition of all necessary permits and approvals, the design, construction, installation and testing of the water mains, laterals, valves, meters, hydrants, manholes and other appurtenances necessary to connect the Parcels to City water facilities.

(ii) Engineering Plan

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

(iii) *Design, Permitting, and Construction of Facilities*

The owner, at its expense and without reimbursement to the City, shall be responsible for the acquisition of all necessary rights of way, permits, and approvals,

the design, construction, installation, and testing of the water mains, laterals, valves, meters, hydrants, manholes, and other appurtenances necessary to connect the Parcels to City water facilities.

(b) *Easement Requirements*

If necessary, the Owner shall dedicate municipal and public utility easements to the City in, over, through and upon the Parcel in each instance where, according to the preliminary municipal utilities engineering plan, municipal or public utilities or drainage facilities are planned or constructed outside of dedicated roadways. These easements shall be conveyed to the City as part of the plat approval process set forth in the Subdivision Regulations, as amended, or as the City may otherwise direct.

All easements shall be permanent, unless otherwise required by the City and shall be a width no less than twenty (20) feet or in such lesser amount depicted in a plat of subdivision. All easements required by this Agreement shall be in writing and shall also be depicted in a Plat of Subdivision or Plat of Easement in recordable form prepared by a professional land surveyor retained by the Owner at its expense. All such easements shall grant and convey the property rights customarily conveyed in a public utility easement including, but not limited to, the right of access thereto for personnel and equipment as may be necessary to install, operate, repair, maintain and replace such facilities.

In addition, at any time during the effective term of this Agreement the City may require the Owner to grant one or more easements to the City for access, public roadway, water, sanitary sewer, drainage, storm sewer, public utility and any other public purpose within twenty feet of any boundary of the Parcel. The Owner shall deliver to the City a duly executed recordable instrument granting the easement requested by the City within sixty (60) days of the City's request.

(c) *Ownership of Municipal Utilities*

At the direction of the City, the Owner shall deliver to the City duly executed written instruments conveying to the City all right, title and interest the Owner may have in and to the water and sanitary sewer mains, lines and associated appurtenances constructed in and on the Parcels (but not the service lines on private property connected to individual buildings). The Owner shall first remove all liens, encumbrances or other adverse claims of right prior to making these conveyances. Further, submittal of a maintenance bond or similar security to the City for said improvements shall estop the Owner from thereafter asserting any right, claim or title to such improvements.

6. ***STORM WATER DETENTION***

The owner shall be required to provide storm water detention in accordance with City of Joliet Ordinances 31-205-207. At this time the parties agree no such detention is required.

7. ***DEVELOPMENT FEES***

(a) *General*

In consideration of the approval of this Agreement by the City and the provision of municipal services to the Parcel, the City and Owner hereby agree, for itself and its Successors, that the following items shall be required by the City ("Development Fees") in accordance with the applicable ordinances, as such ordinances may be presently constituted or as may hereafter be amended.

(1) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances, if not already paid;

(2) Water Connection Charge, Section 31-54 of the Code of Ordinances, if applicable;

(3) Development Impact Fee, Section 23-60 of the Code of Ordinances; and

(4) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B) thereof.

(b) *Stipulation Concerning Public Improvements and Development Fees*

The City and the Owner hereby irrevocably stipulate and acknowledge that the making of roadway improvements and other public improvements and the payment of the Development Fees required by this Agreement or the Subdivision Regulations are valid development requirements that are necessary to accommodate the increased population densities, increased vehicular and pedestrian traffic and increased need for additional public services and facilities and is specifically and uniquely attributable to the development of the Parcel.

Similarly, the City and the Owner irrevocably stipulate and acknowledge that the requirement to provide the roadway improvements as set forth in this Agreement or the Subdivision Regulations are not subject to and do not violate the *Road Improvement Impact Fee Law* (605 ILCS 5/5-901 et seq.) or any other law of the State of Illinois.

CITY and OWNER hereby agree that Owner shall not be required to improve Industry Ave nor install any curb and gutter adjacent to the subject parcel.

(e) *Waiver of Right to Contest Public Improvement Requirements or Development Fees*

The Owner, for itself and its Successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its Successors may seek to avoid, reduce, condition or delay the payment of Development Fees or seek a refund or rebate thereof, or that would have the effect of invalidating such fees or impairing the collection thereof excepting that provided for herein. In addition, the

Owner, for itself and its Successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its Successors may seek to avoid, reduce, condition or delay the provision of the roadway improvements and other public improvements required by this Agreement or the Subdivision Regulations at the Owner's sole cost and expense and without the right of recapture.

(f) *Covenant Not to Sue*

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, not shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

(1) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or

(2) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;

(3) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;

(4) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

(g) *Reliance by City*

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

(h) *Other Taxes and Fees*

The payment of Development Fees and the provision of public improvements shall be in addition to any other tax, fee, charge, assessment or requirement levied or imposed by the City.

(i) *Responsibility for Improvements*

The Owner shall design and install, at no expense to the City, the roadway and other public improvements in accordance with this Agreement. The improvements shall be engineered, reviewed, approved, and installed in accordance with the procedures and conditions set forth in the Subdivision Regulations of the City.

8. ***APPLICABILITY OF CITY CODES AND ORDINANCES***

Unless otherwise specifically and expressly exempted by this Agreement, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City Codes and Ordinances including, but not limited to, the Code of Ordinances, the Zoning Ordinance and the Subdivision Regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the applicability of any other City code, ordinance.

9. ***NOTICES***

All notices required by this Agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice shall be deemed served on the fourth day (excluding Sundays and legal holidays) after its deposit with the postal authorities.

Notice to City shall be addressed as follows:

City Manager
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

with a copy to:

Corporation Counsel
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

Notice to Owner shall be addressed as follows:

One Industry Holdings, LLC
6470 Canal Bank Road
Forest View, IL 60402

with a copy to: Castle Law
Gary K Davidson
2 North 129th Infantry Drive
Joliet, IL 60435

The parties may hereafter agree in writing to accept service of notice in any other manner.

10. ***AMENDMENTS***

This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written Agreement.

Notwithstanding the foregoing, all or any portion of the Parcel may be rezoned upon the mutual Agreement of the City and the owner of record of the affected territory without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation Agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation Agreement.

Neither the City nor the Owner shall be obligated to amend this Agreement during its term and no action shall lie to compel such action or to compensate a party for an election not to amend this Agreement. Similarly, the City may elect not to rezone the Parcel during the term of this Agreement and such election shall not be justiciable.

11. ***FINAL AGREEMENT AND CONSTRUCTION***

This Agreement supersedes all prior Agreements, negotiations and exhibits and is a full and complete integration of the matters of assent existing between the parties. The express reference in this Agreement to a specific ordinance, resolution or other requirement of the City shall not be construed so as to waive any other such ordinance, resolution or requirement. It is the understanding of the parties that all ordinances and regulations of the City shall apply to the Parcel in all respects unless otherwise expressly and specifically provided for herein. For purposes of construction, both the City and the Owner shall be deemed the authors of this Agreement

12. ***ENFORCEMENT***

This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief, provided however, that an action for money damages shall not lie against the City or its officials. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty business days of the receipt of such notice.

13. ***SUCCESSORS***

This Agreement shall bind and inure to the benefit of each party and their successors in interest, including, but not limited to, their respective corporate authorities, heirs, successors, assigns, lessees, transferees, and licensees ("Successors"). The Owner may assign this Annexation Agreement to any of its related entities at any time without objection or approval of the City of Joliet and shall then be relieved of any duties or responsibilities under the Annexation Agreement.

14. ***AGREEMENT AS COVENANT***

The terms and conditions of this Agreement shall constitute restrictive covenants or equitable servitudes running with the land. The City shall record this Agreement with the Recorder of Deeds.

15. ***SEVERABILITY***

If any provision, covenant, Agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, Agreement or portion of this Agreement, and to that end, every provisions, covenants, Agreements or portions of this Agreement is declared to be severable.

16. ***DURATION***

This Agreement shall take effect on the date hereinabove written and shall remain in effect for a term of 20 years. ***IN WITNESS WHEREOF,*** the parties have caused this Agreement to be executed on the date hereinabove first written.

CITY OF JOLIET ***ONE INDUSTRY HOLDINGS, LLC***

_____ _____

By: Mayor, City of Joliet By: LOU PLUCINSKI

_____

Attest: City Clerk

Exhibit A

LEGAL DESCRIPTION

LOTS 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET PURPOSES) IN THE COUNTY CLERKS SUBDIVISION OF PART OF THE NORTHWEST ¼ of SECTION 3, AND PART OF THE NORTHEAST ¼ OF SETION 4, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1903 AS DOCUMENT NO. 222243, IN PLAT BOOK 14, PAGE 1, IN WILL COUNTY, ILLINOIS

PIN 30-07-04-214-015-0000

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 177-23

File ID: 177-23 **Type:** Public Hearing **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/20/2023

Department: Community Development **Final Action:**

Title: Public Hearing for a Resolution Approving an Annexation Agreement for 1 Industry Avenue (A-2-2023)

Agenda Date: 04/18/2023

Attachments: Annexation_AgreeResolution - 1 Industry Avenue, Plan Commission minutes 03_16_23, A-2-23 (1 Industry Avenue) Staff Report Packet, industryave.annexation.final.revised.4.12.23

Entered by: jbernhard@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Jim Torri	Approve	4/13/2023
1	2	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
1	3	4/12/2023	Sabrina Spano	Approve	4/14/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023
1	5	4/13/2023	Eva-Marie Tropper	Approve	4/17/2023
1	6	4/13/2023	Sabrina Spano	Approve	4/17/2023
1	7	4/13/2023	James V. Capparelli	Approve	4/17/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 178-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Public Hearing for a Resolution Approving an Annexation Agreement for Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road. (A-1-23) - (TO BE TABLED)

TABLING REQUEST:
City staff requests that this item be tabled to the May 16, 2023, meeting of the City Council to allow additional time to review the provision of public utility and drainage easements and fire hydrant coverage for the subject property. The petitioner intends to work with City staff to address these items before the May 16 meeting date.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 178-23

File ID: 178-23 **Type:** Public Hearing **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/05/2023

Department: Planning and Zoning **Final Action:**

Title: **Public Hearing for a Resolution Approving an Annexation Agreement for Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road. (A-1-23) - (TO BE TABLED)**

Agenda Date: 04/18/2023

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Jim Torri	Approve	4/12/2023
1	2	4/11/2023	Eva-Marie Tropper	Approve	4/12/2023
1	3	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 179-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Public Hearing for Resolution Approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street (A-9-2022) (TO BE TABLED)

BACKGROUND:
The property owners, VM Land LLC and First Midwest Bank Trust # 4920, seek to amend the annexation agreement to allow aggregate mining by way of explosive assisted blasting as opposed to the current method which is by hydraulic rock crushing. The existing annexation agreement permits aggregate mining, rock crushing, and outdoor industrial processing.

This public hearing was on the agenda for the January 17, 2023; however, the City Council accepted a tabling request for this public hearing to be rescheduled to the April 18, 2023 City Council meeting so that the City could further evaluate the proposed blasting at this property.

CONCLUSION:
The City as well as the applicant have independently contracted consultants to evaluate blasting at this property. The evaluation is almost complete; however, the reports are not ready for the April 18, 2023 City Council Meeting. The City requests that the public hearing be tabled to the June 6, 2023 City Council meeting to provide more time to review the draft reports.

RECOMMENDATION:
The Administration recommends that the public hearing for a Resolution approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street be tabled to the June 6, 2023 meeting of the City Council.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Final

Tuesday, January 17, 2023

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR BOB O'DEKIRK
MAYOR PRO-TEM COUNCILMAN JOE CLEMENT (1/1/2023 - 3/31/2023)
COUNCILWOMAN BETTYE GAVIN
COUNCILMAN CESAR GUERRERO
COUNCILMAN LARRY E. HUG
COUNCILMAN TERRY MORRIS
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
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.

INVOCATION:

Pastor Jonas Jones, New Covenant Worship Center, 2423 Glenwood Avenue

PLEDGE TO THE FLAG:

ROLL CALL:

Councilwoman Gavin attended the meeting remotely.

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

ALSO PRESENT: City Manager James V. Capparelli and Deputy Corporation Counsel Christopher Regis.

PRESENTATION:

Presentation on Joliet Fire Department CPR and AED Programs by Fire Chief Jeff Carey

Fire Chief Jeff Carey gave an overview of all of the City of Joliet Community Risk Reduction Programs.

MAYOR:

Proclamation: Plainfield South Boy's Cross Country Team - IHSA Championship

Councilman Hug read a Proclamation issued by Mayor O'Dekirk honoring the Plainfield South High School Boy's Cross Country team on their IHSA Championship.

Coach Jason Crowe accepted and thanked the Mayor and Council for their recognition.

APPROVAL OF AGENDA:

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to approve the Agenda with the following change: Table Council Memo #37-23: Public Hearing for Resolution Approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street (A-9-2022) to the April 18, 2023 Council Meeting.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Tom Osterberger spoke in opposition of Council Memo #46-23: Resolution Denying a Special Use Permit to Allow an Automobile Storage Lot for an Existing Used Automobile Sales Business, Located at 115 N. Center Street.

Pat Woytek, Attorney on behalf of Petitioner, spoke on Council Memo #46-23: Resolution Denying a Special Use Permit to Allow an Automobile Storage Lot for an Existing Used Automobile Sales Business, Located at 115 N. Center Street.

Bujar Shabani, Petitioner for Council Memo #46-23, discussed this project.

Edna Brass spoke in opposition of Council Memo #37-23: Resolution Approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street.

Larry Crawford spoke in opposition of Council Memo #37-23.

Betsy Satcher spoke in opposition of Council Memo #37-23.

Boise Walker spoke in opposition of Council Memo #37-23.

John Sheridan spoke in opposition of Council Memo #37-23.

Jim Lanham spoke regarding concerns expressed toward Council Memo #37-23.

Amy Sanchez spoke in opposition of Council Memo #37-23 and the previous Quality of Life Taskforce proposal.

Megan Cooper spoke in opposition of Council Memo #37-23.

Margie Cepon spoke in opposition of Council Memo #37-23.

Frank Ferenbacher spoke in favor of Council Memo #46-23.

Sara Broadnax spoke in opposition of Council Memo #37-23.

Attorney on behalf of Council Memo #43-23 Ordinances Associated with an Indoor Self-Storage Facility at 1735 E. Cass Street informed the Council he was available for questions; to which the Council did not have any questions.

APPOINTMENTS:

Appointments - Arts Commission

A motion was made by Councilwoman Reardon, seconded by Councilman Clement, to appoint Greg Peerbolte and Emily Brzycki to the Arts Commission.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

APPOINTMENTS:

Reappointment - Board of Fire & Police Commissioners

A motion was made by Councilman Guerrero, seconded by Councilman Clement, to reappoint Quinn Adamowski to the Board of Fire & Police Commissioners.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

APPOINTMENTS:

Reappointment - Historic Preservation Commission

A motion was made by Councilman Guerrero, seconded by Councilwoman Quillman, to reappoint Ken Spiegel to the Historic Preservation Commission as a voting member.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

COUNCIL COMMITTEE REPORTS:

Finance

Councilman Guerrero gave an overview and explanation of the items discussed at the Tuesday, January 17, 2023 Finance Committee Meeting.

Link:
https://joliet.granicus.com/player/clip/4710?
view_id=6&redirect=true&h=93daa2d9cd8855f08355522f0730136d

Land Use & Legislative

Councilman Morris gave an overview and explanation of the items discussed at the Wednesday, January 11, 2023 Land Use and Legislative Committee Meeting.

Deputy Corporation Counsel Chris Regis discussed CDGB funding.

Link:
https://joliet.granicus.com/player/clip/4706?
view_id=6&redirect=true&h=553a76a649dcd849dc059f2c2820a37f

Public Service

Councilman Hug gave an overview and explanation of the items discussed at the Tuesday, January 17, 2023 Public Service Committee Meeting.

Councilwoman Gavin left the meeting at approximately 7:42 p.m. Councilwoman Gavin re-entered the meeting at approximately 7:46 p.m.

Link:
https://joliet.granicus.com/player/clip/4709?
view_id=6&redirect=true&h=d2d0ea954b4cf56da86f084b3dae1755

CONSENT AGENDA:

Approval of Minutes:

Council Meeting Minutes - January 3, 2023

Attachments: Council Meeting Minutes - January 3, 2023.pdf

Invoices Paid

Attachments: Invoices Paid 12.22
Approver Report

Regular Payroll for November 18 - December 01, 2022 - $3,892,278.23 **1-23**

Attachments: PD 12.09.22
Approver Report

Regular Payroll for December 2 - December 15, 2022 - $3,618,061.26 **2-23**

Attachments: 22-12 OT
PD 12.23.22
Approver Report

Award of Contract for the Woodland Drive / Woodland Court Retaining Wall and Channel Improvements to D Construction Inc. in the amount of $176,752.25 **3-23**

Attachments: Approver Report

Award of Contract for the 2022 Roadways Resurfacing Contract E to PT Ferro Construction Co. in the amount of $1,602,999.81 **4-23**

Attachments: Approver Report

Award of Contract for the Public Utilities Electrical Maintenance Service - 2023 to Elliott Electric Inc. in the amount of $294,774.40 **5-23**

Attachments: Approver Report

Award of Contract for the 2023 Option for the 2022 Biosolids Contract to New Era Spreading Inc. in the amount of $1,535,100.00 **6-23**

Attachments: Approver Report

Award of Contract for the 2023 Aluminum Sulfate Solution to Usalco Michigan City Plant, LLC in the amount of $732,559.70 **7-23**

Attachments: Approver Report

Award of Contract for the 2023 Manganese Sulfate Chemical to Carus Corporation in the amount of $345,119.04 **8-23**

Attachments: Approver Report

Award of Contract for the 2023 Sodium Permanganate Chemical to Carus Corporation in the amount of $401,011.00 **9-23**

Attachments: Approver Report

Award of Contract for the 2023 Bulk Sodium Bisulfite Chemical Purchase to Hawkins Inc. in the amount of $76,560.00 **10-23**

Attachments: Approver Report

Award of Contract for the 2023 Bulk Sodium Hypochlorite Chemical Purchase to Hawkins Inc. in the amount of $131,000.00 **11-23**

Attachments: Approver Report

Award of Contract for the 2023 Drinking Water Blended Phosphate Purchase to Hawkins Inc. in the amount of $141,000.00 **12-23**

Attachments: Approver Report

Award of Contract for the 2023 Drinking Water Sodium Hypochlorite Chemical Purchase to Hawkins Inc. in the amount of $526,620.00 **13-23**

Attachments: Approver Report

Award of Contract to Sierra ITS for Information Technology Contract Services in the Amount of $150,000 **14-23**

Attachments: Approver Report

Award of Contract to Heartland Business Systems for Information Technology Contract Services in the Amount of $50,000 **15-23**

Attachments: Approver Report

Amendment No. 1 to the Professional Services Agreement for the 2024 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the amount of $1,462,100.00 **16-23**

Attachments: Approver Report

Consent Agenda Items Approved

A motion was made by Councilman Guerrero, seconded by Councilwoman Quillman, to approve all said Consent Agenda Items.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

AGENDA ITEM:

Award of Contract for Ductile Iron Pipe Purchase for the 2023 Water Main Replacement Program in the amount of $2,376,272.80 on behalf of Underground Pipe & Valve, Mid American Water Inc., and Core & Main LP, based on the Unit Prices provided in their bids **18-23**

Attachments: Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #18-23: Award of Contract for Ductile Iron Pipe Purchase for the 2023 Water Main Replacement Program in the amount of $2,376,272.80 on behalf of Underground Pipe & Valve, Mid American Water Inc., and Core & Main LP, based on the Unit Prices provided in their bids.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Black Road Acres Phase I Water Main Improvement Project to Len Cox & Sons Excavating in the amount of $4,652,581.16 **19-23**

Attachments: Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #19-23: Award of Contract for the Black Road Acres Phase I Water Main Improvement Project to Len Cox & Sons Excavating in the amount of $4,652,581.16.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Caton Farm Road Water Main Improvement Project to P.T. Ferro Construction Co. in the **20-23**

amount of $2,882,475.98

Attachments: Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #20-23: Award of Contract for the Caton Farm Road Water Main Improvement Project to P.T. Ferro Construction Co. in the amount of $2,882,475.98.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Collins Street Water Main Improvement Project to Austin Tyler Construction in the amount of $5,989,498.45 **21-23**

Attachments: Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #21-23: Award of Contract for the Collins Street Water Main Improvement Project to Austin Tyler Construction in the amount of $5,989,498.45.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Garnsey Park Phase 4 Water Main Improvement Project to Austin Tyler Construction in the amount of $4,370,320.17 **22-23**

Attachments: Approver Report

A motion was made by Councilwoman Jan Quillman, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #22-23: Award of Contract for the Garnsey Park Phase 4 Water Main Improvement Project to Austin Tyler Construction in the amount of $4,370,320.17.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Highland Phase I Water Main Improvement project to Austin Tyler Construction in the amount of $2,988,218.00 **23-23**

Attachments: Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #23-23: Award of Contract for the Highland Phase I Water Main Improvement project to Austin Tyler Construction in the amount of $2,988,218.00.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Joliet Ottawa Water Main Improvement Project to Trine Construction in the amount of $6,095,346.00 **24-23**

Attachments: Approver Report

A motion was made by Councilwoman Jan Quillman, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #24-23: Award of Contract for the Joliet Ottawa Water Main Improvement Project to Trine Construction in the amount of $6,095,346.00.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Kerwin Terrace Water Main Improvement Project to Len Cox & Sons Excavating in the **25-23**

amount of $3,684,106.41

Attachments: Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #25-23: Award of Contract for the Kerwin Terrace Water Main Improvement Project to Len Cox & Sons Excavating in the amount of $3,684,106.41.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Midland Avenue East Water Main Improvement Project to Benchmark Construction in the amount of $4,848,408.00 **26-23**

Attachments: Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilwoman Jan Quillman, to approve COUNCIL MEMO #26-23: Award of Contract for the Midland Avenue East Water Main Improvement Project to Benchmark Construction in the amount of $4,848,408.00.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Plainfield Road (Black Rd - N Center St) Water Main Improvement Project to Trine Construction in the amount of $4,792,653.07 **27-23**

Attachments: Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #27-23: Award of Contract for the Plainfield Road (Black Rd - N Center St) Water Main Improvement Project to Trine Construction in the amount of $4,792,653.07.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the St. Pat's Phase 1A Water Main Improvement Project to Austin Tyler Construction in the amount of $3,880,229.76 **28-23**

Attachments: Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #28-23: Award of Contract for the St. Pat's Phase 1A Water Main Improvement Project to Austin Tyler Construction in the amount of $3,880,229.76.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Award of Contract for the St. Pat's Phase 1B Water Main Improvement Project to Construction by Camco in the amount of $5,204,225.28 **29-23**

Attachments: Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #29-23: Award of Contract for the St. Pat's Phase 1B Water Main Improvement Project to Construction by Camco in the amount of $5,204,225.28.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

LICENSES AND PERMIT APPLICATIONS:

Transfer of Class "C" Liquor License at 3001 W. Jefferson Street- John's Beverages **31-23**

Attachments: JOHN'S BEVERAGE 11723
Approver Report

The Deputy Liquor Commissioner Kevin Kelley gave a brief overview of this item.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #31-23: Transfer of Class "C" Liquor License at 3001 W. Jefferson Street- John's Beverages.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Transfer of a Class "C" Liquor License at 692 Theodore Street- Michalene's Liquors **32-23**

Attachments: MICHALENES LIQUOR
Approver Report

The Deputy Liquor Commissioner Kevin Kelley gave a brief overview of this item.

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #32-23: Transfer of a Class "C" Liquor License at 692 Theodore Street- Michalene's Liquors.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Issuance of a Class "B" Liquor License at 16337 S. Boulevard Place- The Olive Garden Italian Restaurant #6475 **33-23**

Attachments: OLIVE GARDEN 171723
Approver Report

The Deputy Liquor Commissioner Kevin Kelley gave a brief overview of this item.

A motion was made by Councilwoman Jan Quillman, seconded by Councilman Larry E. Hug, to approve COUNCIL MEMO #33-23: Issuance of a Class “B” Liquor License at 16337 S. Boulevard Place- The Olive Garden Italian Restaurant #6475.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Transfer of a Class “B” Liquor License at 2771 Black Road- Fireman Ted’s **34-23**

Attachments: FIREMANS TEDS BAR & GRILL
Approver Report

The Deputy Liquor Commissioner Kevin Kelley gave a brief overview of this item.

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #34-23: Transfer of a Class “B” Liquor License at 2771 Black Road- Fireman Ted’s.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Issuance of a Class “B” Liquor License at 214 N. Ottawa St. - Renaissance Center Banquets **35-23**

Attachments: 35-23 findings.pdf
Approver Report

The Deputy Liquor Commissioner Kevin Kelley gave a brief overview of this item.

A motion was made by Councilwoman Jan Quillman, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #35-23: Issuance of a Class “B” Liquor License at 214 N. Ottawa St. - Renaissance Center Banquets.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

PUBLIC HEARINGS:

Public Hearing for Resolution Approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street (A-9-2022) **37-23**

Attachments: Resolution.pdf
1st Amendment to the Annexation Agreement
Application_Annexation Agreement Amendment
Blasting and Site Information
Site Plan
Resolution #7392_Approving An Annexation Agreement
Approver Report
Pre-Council_Meeting_22-12-05_Meeting_Minutes
City_Council_Meeting_22-12-06_Meeting_Minutes (1)
Approver Report

The City Clerk stated this item was previously tabled to the April 18, 2023 Council Meeting.

A brief discussion was held concerning the tabling of this item, obtaining additional information concerning the proposed project, and extending notification radius.

Public Hearing for Ordinance Approving a Vacation of Small Portions of Mound Road and Houbolt Road Right-of-Way (V-5-22) **38-23**

Attachments: Vacation Ordinance_Mound Road Subdivision
Plat of Vacation_Mound Road Subdivision
Plan_Commission_22-12-15_Meeting_Minutes
P-9-22-FP-7-22-V-5-22 (Mound Road Subdivision) Staff Report Packet
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #38-23: Public Hearing for Ordinance Approving a Vacation of Small Portions of Mound Road and Houbolt Road Right-of-Way (V-5-22). (ORDINANCE NO. 18451)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Repealing Designation of the 800 Block of Western Avenue as the Raynor's Addition Local Historic District **40-23**

Attachments: ORD_Repeal Designation of 800 Block of Western Avenue as Raynors Addition Local Historic District
ORD Exhibit B_Raynors Addition Local Historic District
12-21-22 Regular Meeting_JB
LHD-1-2022 (800 block of Western) Staff Report Packet
Approver Report

Jo Trudy, resident, said 100 percent of the residents in the 800 block of Western Avenue were in favor of this item.

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #40-23: Ordinance Repealing Designation of the 800 Block of Western Avenue as the Raynor's Addition Local Historic District. (ORDINANCE NO.18452)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Recused: Councilwoman Jan Hallums Quillman

Ordinances Associated with Mound Road Subdivision **41-23**

Ordinance Approving a Preliminary Plat of Mound Road Subdivision (P-9-22)
Ordinance Approving a Final Plat of Mound Road Subdivision (FP-7-22)

Ordinance Approving a Record Plat of Mound Road Subdivision (RP-5-23)

Attachments: P-9-22 - PRELIM Plat Ordinance - Mound Road Subdivision
Prelim Plat_12_5
FP-7-22 - FINAL Plat Ordinance - Mound Road Subdivision
Final Plat_12_5
RP-5-23 - REC Plat Ord- Mound Road Subdivision
Recording Plat Mound Road Subdivision
Plan_Commission_22-12-15_Meeting_Minutes
P-9-22-FP-7-22-V-5-22 (Mound Road Subdivision) Staff Report Packet
Record Plat Petition
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilwoman Jan Quillman, to adopt COUNCIL MEMO #41-23: Ordinances Associated with Mound Road Subdivision

Ordinance Approving a Preliminary Plat of Mound Road Subdivision (P-9-22) (ORDINANCE NO.18453)
Ordinance Approving a Final Plat of Mound Road Subdivision (FP-7-22) (ORDINANCE NO.18454)
Ordinance Approving a Record Plat of Mound Road Subdivision (RP-5-23). (ORDINANCE NO.18455)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinances Associated with Bravo Second Subdivision, a Minor Subdivision: **42-23**

Ordinance Approving a Preliminary Plat of Bravo Second Subdivision, a Minor Subdivision (P-10-22)

Ordinance Approving a Recording Plat of Bravo Second Subdivision, a Minor Subdivision (RP-10-22)

Attachments: Ordinance - Preliminary Plat Bravo Second Sub
Preliminary Plat Bravo Second Subdivision
Ordinance - Recording Plat Bravo Second Sub
Recording Plat Bravo Second Subdivision
Lot Line Diagram - Bravo
P-10-22 Plan Commission Staff Report Packet
Plan Commission Minutes 12-15-22
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #42-23: Ordinances Associated with Bravo Second Subdivision, a Minor Subdivision:

Ordinance Approving a Preliminary Plat of Bravo Second Subdivision, a Minor Subdivision (P-10-22)
(ORDINANCE NO.18456)
Ordinance Approving a Recording Plat of Bravo Second Subdivision, a Minor Subdivision (RP-10-22)
(ORDINANCE NO.18457)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinances Associated with an Indoor Self-Storage Facility at 1735 E. Cass Street: **43-23**

Ordinance Approving a Variation of Use to Allow an Indoor Self-Storage Facility, a B-3 (General Business) Use, in a B-1 (Neighborhood Business) Zoning District, Located at 1735 E. Cass Street. (Petition 2022-74)

Ordinance Approving a Special Use Permit to Allow an Indoor Self-Storage Facility, Located at 1735 E. Cass Street. (Petition 2022-75)

Attachments: Ordinance Variation of Use ZBA 2022-74 1735 E. Cass Indoor Self-Storage
Special Use Permit Ordinance_ZBA 2022-75_1735 E. Cass Street
1735 E. Cass Street_Staff Report Packet
Zoning Board Minutes 121522
Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #43-23: Ordinances Associated with an Indoor Self-Storage Facility at 1735 E. Cass Street:

Ordinance Approving a Variation of Use to Allow an Indoor Self-Storage Facility, a B-3 (General Business) Use, in a B-1 (Neighborhood Business) Zoning District, Located at 1735 E. Cass Street. (Petition 2022-74) (ORDINANCE NO.18458)

Ordinance Approving a Special Use Permit to Allow an Indoor Self-Storage Facility, Located at 1735 E. Cass Street. (Petition 2022-75) (ORDINANCE NO.18459)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinances Associated with the Planned Unit Development for Rock Run Crossings Multi-Family Subdivision. **44-23**

An Ordinance Approving the Final Planned Unit Development for Rock Run Crossings Multi-Family Subdivision. (PUD-2-22)

An Ordinance Approving the Recording Plat for Rock Run Crossings Multi-Family Subdivision. (RP-11-22)

Attachments: Ordinance - Final PUD Plat - Rock Run Crossings Multi-Family
2023-01-06 Final PUD Plat
Ordinance - Recording Plat_Rock Run Crossings MF Subdivision
2023-01-06 Recording Plat
Plan Commission Staff Report
12.15.2022 Plan Commission Minutes
Final Planned Unit Development Application
Ownership Disclosure Form
Rock Run Example Imagery
RRC Building Elevations & Floor Plans
RRC Phasing Plan
RRC Stormwater Management Report - Compiled - 2022-11-10
RRC SWPPP - Compiled - 11-10-2022
PUD-2-22
PUD-2-22a
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adopt COUNCIL MEMO #44-23: Ordinances Associated with the Planned Unit Development for Rock Run Crossings Multi-Family Subdivision.

An Ordinance Approving the Final Planned Unit Development for Rock Run Crossings Multi-Family Subdivision. (PUD-2-22)
(ORDINANCE NO.18460)

An Ordinance Approving the Recording Plat for Rock Run Crossings Multi-Family Subdivision. (RP-11-22)
(ORDINANCE NO.18461)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Terry Morris, Councilman Pat Mudron and Councilwoman Sherri Reardon

Nay: Councilman Larry E. Hug and Councilwoman Jan Hallums Quillman

Abstain: Mayor Robert O'Dekirk

RESOLUTIONS:

Resolution Denying a Special Use Permit to Allow an Automobile Storage Lot for an Existing Used Automobile **46-23**

Sales Business, Located at 115 N. Center Street (ZBA 2022-73)

Attachments: Resolution
Site Plan 115 N. Center Street
2022-73 Zoning Board Staff Report Packet
Zoning Board Minutes 121522
Approver Report

A brief discussion was held concerning staff's recommendation for this item.

A motion was made by Councilwoman Jan Quillman, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #46-23: Resolution Denying a Special Use Permit to Allow an Automobile Storage Lot for an Existing Used Automobile Sales Business, Located at 115 N. Center Street (ZBA 2022-73). (RESOLUTION NO. 7838)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Nay: Councilman Cesar Guerrero

Abstain: Mayor Robert O'Dekirk

Resolution Appropriating Motor Fuel Tax Funds for the 2022 MFT Roadway Resurfacing Contract E - MFT Sect. No. 22-00553-00-RS in the amount of $1,602,999.81 **47-23**

Attachments: Resolution
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #47-23: Resolution Appropriating Motor Fuel Tax Funds for the 2022 MFT Roadway Resurfacing Contract E - MFT Sect. No. 22-00553-00-RS in the amount of $1,602,999.81. (RESOLUTION NO. 7839)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITY MANAGER:

The City Manager highlighted the importance of the learning CPR.

NEW BUSINESS (Not for Final Action or Recommendation):

Councilman Guerrero explained the separate votes on Council Memos #18-23 through #29-23.

PUBLIC COMMENTS:

Betsy Satcher spoke in opposition of Council Memo #37-23: Public Hearing for Resolution Approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street (A-9-2022).

John Johnson spoke in opposition of Council Memo #37-23.

Jewel Houston with the Eastside Community Council spoke in opposition of Council Memo #37-23.

MAYOR AND COUNCIL COMMENTS:

Councilman Guerrero highlighted the African-American Business Association's Martin Luther King brunch event and expressed condolences and prayers for the family of Mia Smith.

Mayor O'Dekirk thanked Councilwoman Quillman, Councilman Hug, and Christa Desiderio for their participation on the City's Electoral Board. He highlighted a ribbon cutting at 3033 W. Jefferson for The Place for Children with Autism, presentation of CDBG funding to Easter Seals and Will-Grundy Medical Center, and the African-American Business Association's Martin Luther King brunch event, and the Martin Luther King Day of Service at Joliet Central High School.

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, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon
Abstain:	Mayor Robert O'Dekirk

ADJOURNMENT:

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 179-23

File ID: 179-23 **Type:** Public Hearing **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/11/2023

Department: Community Development **Final Action:**

Title: Public Hearing for Resolution Approving the 1st Amendment to the Annexation Agreement for 620 Sandall Place and 800 Richards Street (A-9-2022)

Agenda Date: 04/18/2023

Attachments: 1704_M_City_Council_Meeting__23-01-17_Meeting_Minutes

Entered by: jbernhard@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Jim Torri	Approve	4/13/2023
1	2	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
1	3	4/12/2023	Sabrina Spano	Approve	4/14/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023

Memo

File #: 181-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinances Associated with 1 Industry Avenue

Ordinance Approving Annexation of 28.97 Acres at 1 Industry Avenue (A-2-23)

Ordinance Approving the Classification of 1 Industry Avenue to I-2 (General Industrial) Zoning (A-2-23)

Ordinance Approving a Special Use Permit to Allow a Salvage Yard with the Purpose of Shredding Recyclable Materials Including but Not Limited to Automobiles, Located at 1 Industry Avenue (ZBA 2023-14)

BACKGROUND:
BL Duke, a scrap metal recycling company that serves both industrial and general public customers, has been operating an industrial salvage yard at 1 Industry Avenue since 2015. The property is owned by One Industry Holdings LLC, and BL Duke is the tenant. One Industry Holdings desires to annex into the City of Joliet, have its property classified to I-2 (General Industrial) zoning district, have its Special Use Permit request for a salvage yard approved so that BL Duke can add the shredding of recyclable materials to its existing industrial recycling operations at its existing salvage yard. The shredding of recyclable materials will include but not be limited to automobiles. BL Duke anticipates that the proposed shredding operations will work in tandem with the battery reclamation operations that is being proposed for the redevelopment of the former U.S. Steel property at 927 Collins Street into an eco-park campus.

This property has long been associated with Joliet's industrial history. It was home to the Phoenix Horseshoe Company from the 1860s to the 1950s as well as to the manufacturing of other steel products for various industries through 2013. The 28.97 acre complex includes a multitude of long, tall metal clad industrial buildings as well as a few stone and concrete block buildings. There is a 1.5 story stone office building. The concept plan for the expansion at this complex is included with the staff report packet. Currently, BL Duke anticipates that the industrial shredder will be located on the north side of the property. The company may construct one or more structures to accommodate the proposed shredder in accordance with the permitting process through the Illinois Environmental Protection Agency and adherence to state regulations. The location of the proposed shredder is approximately 1,500 feet and over ¼ mile from the nearest residential property in Joliet and Crest Hill. There is an approximate 40' drop in elevation from Broadway Street to the primary area of existing and proposed industrial activity at this property as well as an existing tree line along Broadway Street to help with visual screening and sound buffering. Most of the land along the subject

property's western border is owned by the City of Joliet and is intended for the future extension of the Broadway Street Greenway.

BL Duke leases the adjacent 26.5-acre property to the east, along the Des Plaines River, from the Metropolitan Water Reclamation District of Greater Chicago for its barge access. This 26.5-acre property is not part of this special use permit nor annexation request due to complexities with the existing MWRD lease. A Canadian National rail spur, which is leased by Watco (a third-party logistics provider), bisects the two properties that are part of BL Duke's Joliet salvage yard operations. The company intends to more heavily utilize the existing barge and rail infrastructure should the industrial shredder operations be approved. BL Duke recently completed a new barge terminal at their Chicago facility so that they can barge more materials to and from Joliet as opposed to utilizing trucks. In addition, the company recently rebuilt a rail line on the property at 1 Industry Avenue to haul more materials by rail.

The petitioner has submitted a draft annexation agreement, which is being reviewed by City staff as of the writing of this staff report. The existing office building, which is near Industry Avenue, already has City sewer service but not water service. The City intends to replace the water main along Industry Avenue in 2025 after which water connection to the office building can be completed. Additional improvements and future impact fees will be further detailed in the annexation agreement if applicable.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter at their March 16, 2023 meeting. Mr. Gary Davidson, attorney, and Mr. Lou Plucinski, petitioner, appeared on behalf of the petition. No one appeared or submitted comments in support or opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE ZONING BOARD OF APPEALS:
Mr. Bob Nachtrieb motioned to approve the Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles, located at 1 Industry Avenue, subject to the following conditions:

1. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and
2. Should the property be declared a public nuisance, it shall be subject to a rehearing and a possible revocation of the Special Use Permit

Mr. Jim Riggs seconded the motion. The motion passed, with seven (7) aye votes. Voting aye were: Hennessy, Alessio, Nachtrieb, Riggs, Safford, Roehr and McShane.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on this matter at their March 16, 2023 meeting. Mr. Gary

Davidson, an attorney with Castle Law, appeared on behalf of the petitions. No one appeared in support or opposition nor were any written comments submitted. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Mr. Bob Wunderlich motioned to approve the Annexation of 28.97 Acres at 1 Industry Avenue, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement. Mr. Marc Rousonelos seconded the motion. The motion passed, with seven (7) aye votes. Voting aye were: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath. Dillon and Perez were absent.

RECOMMENDATION:
The Administration concurs with the recommendations of the Zoning Board of Appeals and the Plan Commission and recommends the Mayor and City Council adopt the following Ordinances associated with 1 Industry Avenue for approval:

- Ordinance Approving the Annexation of 28.97 Acres at 1 Industry Avenue;
- Ordinance Approving the Classification of 1 Industry Avenue to I-2 (General Industrial) Zoning; and
- Ordinance Approving a Special Use Permit to Allow a Salvage Yard with the Purpose of Shredding Recyclable Materials Including but Not Limited to Automobiles, located at 1 Industry Avenue, subject to the conditions mentioned in the staff report.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF JOLIET
(1 Industry Avenue)

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

SECTION 1: The territory described in Exhibit "A" is hereby annexed to and declared a part of the City of Joliet, and the corporate limits of the City of Joliet are hereby extended to include the subject property and all adjacent roadways not already within the corporate limits of any municipality. The territory described herein shall be included within the Councilmanic District set forth below, and the ordinance establishing and describing the Councilmanic Districts is hereby amended accordingly.

SECTION 2: The owner of record of the territory being annexed pursuant to this Ordinance shall hereafter be subject to all ordinances, resolutions, regulations and other lawful requirements as other territory located within the City of Joliet and shall be liable for the faithful and timely payment of all taxes, contributions and fees, including, but not be limited to, the School Site Contribution, the Park Site Contribution Ordinance, the Water Connection Charge, the Sanitary Sewer Connection Charge the Fire Protection District Disconnection Fee, the Public Library District Disconnection Fee, the Development Impact Fee and Assurances for Public Improvements.

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 portions of this Ordinance. In particular, in the event the imposition of fees under Section 2 hereof is deemed invalid, such invalidity shall not affect the annexation made pursuant to this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage. The City Clerk shall file a plat of annexation of the subject property with the County Clerk, the Recorder of Deeds and the Township Assessor.

PASSED this ___ day of _____, 2023

_____ _____
MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 30-07-04-214-015-0000
ADDRESS: 1 Industry Avenue
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-2-23
COUNCILMANIC DISTRICT NO.: 4

PREPARED BY: Jayne Bernhard, 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"

Lots 1 and 2 (except the south 33 feet thereof taken for street purposes) in the County Clerks subdivision of part of the northwest 1/4 of Section 3, and part of the northeast 1/4 of Section 4, Township 35 North, Range 10 East of the third principal meridian, according to the plat thereof recorded April 1, 1903 as document no. 222243.

PIN: 30-07-04-214-015-0000

PLAT OF ANNEXATION

LOT 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET PURPOSES) IN THE COUNTY CLERK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 9, DOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1921, AS DOCUMENT NO. 222242, IN WILL COUNTY, ILLINOIS.

NORTH BROADWAY ST. (ROUTE 53)

INDUSTRY AVENUE

GENSTAR LANE

LOT 2

LOT 1

ANNEXATION PARCEL
(AREA=29.93 ACRES +/-)

ELGIN, JOLIET & EASTERN RAILROAD

GRAPHIC SCALE 1" = 60'

COMMON ADDRESS: INDUSTRY AVENUE
JOLIET, IL 60435

P.I.N. 30-07-04-314-015

	GEOTECH INC. CONSULTING ENGINEERS - LAND SURVEYORS 1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010	PART OF THE NE 1/4 OF SECTION 4-24-10	PLAT OF ANNEXATION (CITY OF JOLIET) DRAWN BY: BL JOB # 21433 CHECKED BY: CMP DATE: 1/25/2023	DATE BY REVISION

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF JOLIET (ORDINANCE NO. 5285, AS AMENDED) FOR THE CLASSIFICATION OF NEWLY ANNEXED PROPERTY (1 Industry Avenue)

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

SECTION 1: The Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, is hereby amended with the classification of the real property described in Exhibit "A" to I-1 (Light Industrial) zoning. The official zoning map of the City of Joliet shall be amended to reflect the classification of the subject property.

SECTION 2: 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 3: This Ordinance shall be in effect upon its passage.

PASSED this _____ day of _____, 2023.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 30-07-04-214-015-0000
ADDRESS: 1 Industry Avenue
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-2-23
COUNCILMANIC DISTRICT NO.: 4

PREPARED BY: Jayne Bernhard, 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”

Lots 1 and 2 (except the south 33 feet thereof taken for street purposes) in the County Clerks subdivision of part of the northwest 1/4 of Section 3, and part of the northeast 1/4 of Section 4, Township 35 North, Range 10 East of the third principal meridian, according to the plat thereof recorded April 1, 1903 as document no. 222243.

PIN: 30-07-04-214-015-0000

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT
(1 Industry Avenue)

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

SECTION 1: This Annexation Agreement between the City of Joliet and One Industry Holdings, 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 Intergovernmental Agreement on behalf of the City of Joliet.

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

PASSED this_____ day of _____, 2023.

_____ _____
MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 30-07-04-214-015-0000
ADDRESS: 1 Industry Avenue
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: A-2-23
COUNCILMANIC DISTRICT NO.: 4

PREPARED BY: Jayne Bernhard, 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"

Annexation Agreement to be inserted.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
(1 Industry Avenue)

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_____, 2023.

_____
_____
MAYOR **CITY CLERK**

VOTING YES:_____

VOTING NO:_____

NOT VOTING:_____

PIN: 30-07-04-214-015-0000

ADDRESS: 1 Industry Avenue
ZBA APPROVED: YES
PETITION #: 2023-14

PREPARED BY: Jayne Bernhard, 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: 1 Industry Avenue

1. LEGAL DESCRIPTION OF PROPERTY:

Lots 1 and 2 {except the south 33 feet thereof taken for street purposes) in the County Clerks subdivision of part of the northwest 1/4 of Section 3, and part of the northeast 1/4 of Section 4, Township 35 North, Range 10 East of the third principal meridian, according to the plat thereof recorded April 1, 1903 as document no. 222243.

PIN: 30-07-04-214-015-0000

2. SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:

Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles at 1 Industry Avenue.

3. MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:

1. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and
2. Should the property be declared a public nuisance, it shall be subject to a rehearing and a possible revocation of the Special Use Permit.

150 West Jefferson Street

Joliet, IL 60432

City of Joliet

Zoning Board of Appeals

Meeting Minutes

Board Members
Vincent Alessio
Ed Hennessy
Pat McShane
Bob Nachtrieb
Jim Riggs
Brigette Roehr
Colette Safford

2:00 PM

Thursday, March 16, 2023 **City Hall, Council Chambers**

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

CALL TO ORDER

ROLL CALL

Present Ed Hennessy, Vincent Alessio, Bob Nachtrieb, Jim Riggs, Colette Safford, Brigette Roehr and Pat McShane

APPROVAL OF MINUTES

February 16, 2023 Zoning Board of Appeals Regular Meeting Minutes **TMP-5374**

Attachments: 02-16-23

A motion was made by Bob Nachtrieb, seconded by Vincent Alessio, to approve the February 16, 2023 Zoning Board of Appeals Regular Meeting Minutes. The motion carried by the following vote:

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

Abstain: Roehr

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.
Mr. Jim Capparelli, Joliet City Manager, spoke in favor of Petition 2023-14. Mr. Capparelli explained that this is a part of the process to allow a future battery recycling facility across the river.

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 2023-11: A Variation from the City's Non-Residential Design Standards (Section 47-15H) to allow precast concrete panels as the exterior material for a proposed building in the B-3 (general business) district, located at 1200 N.E. Frontage Road. **TMP-5372**

Attachments: ZBA 2023-11 (1100 NE Frontage Rd) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. Scott Dworschak, 16538 S. Windsor Lane, Lockport, IL. Mr. Dworschak appeared in support of 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 Colette Safford, seconded by Pat McShane, to approve PETITION 2023-11: A Variation from the City's Non-Residential Design Standards (Section 47-15H) to allow pre cast concrete panels as the exterior material for a proposed building in the B-3 (general business) district, located at 1200 N.E. Frontage Road. The motion carried by the following vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Safford, Roehr and McShane

PETITION 2023-12: A Special Use Permit to allow a trucking facility with repair, located at 1603 N.W. Frontage Road. **TMP-5388**

Attachments: 1603 NW Frontage Road_SUP_Staff Report Packet_v3

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. David Silverman, 822 129th Infantry Drive, Joliet, IL. Mr. Silverman appeared in support of this petition. Mr. Silverman explained that site will be approximately four acres and similar in use the trucking business to the north and south of the site. Mr. Silverman said the

owner will take to spaces of the multi tenant building and the anticipated amount of trucks per day is 20-30. The hours of operation will be 7 a.m. to 5 p.m. Monday through Friday and 8 a.m. to 1 p.m. on Saturdays.

Chairman Hennessy asked if trucks go to the site after hours will they just wait

until the business opens. Chairman Hennessy swore in Ms. Anna Buzu, 838 Bluestem Drive, Bolingbrook, IL. Ms. Buzu said they do not anticipate trucks parking overnight . If a truck needs a repair outside business hours, they will park and wait until the business opens.

Mr. Nachtrieb asked if the site will be expanded in the future. Mr. Silverman said the second site will remain empty right now, the plan is just develop this lot.

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

Mr. Torri added that five public comments were received in opposition this petition.

A motion was made by Jim Riggs, seconded by Vincent Alessio, to approve PETITION 2023-12: A Special Use Permit to allow a trucking facility with repair, located at 1603 N.W. Frontage Road. The motion carried by the following vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Roehr and McShane

Nay: Safford

PETITION 2023-13: A Special Use Permit to allow a temporary staffing agency, located at 235 Collins Street. **TMP-5373**

Attachments: ZBA 2013-13 (235 Collins St) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. John Murphy, 3218 W. 95th Street, Evergreen Park, IL. and Mr. Doug Howard, 1066 Ironwood Court, Glenview, IL. Mr. Murphy gave some background information on this petition. Mr. Howard spoke in support of 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 Jim Riggs, seconded by Pat McShane, to deny PETITION 2023-13: A Special Use Permit to allow a temporary staffing agency, located at 235 Collins Street. The motion failed by the following vote:

Aye: Alessio, Riggs and McShane

Nay: Hennessy, Nachtrieb, Safford and Roehr

PETITION 2023-14: A Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles, located at 1 Industry Avenue. **TMP-5389**

Attachments: ZBA 2023-14 (1 Industry Avenue) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. Gary Davidson, 2 N. Infantry Drive, Joliet, IL. and Mr. Plucinski, 6470 Canal Bank Road, Forest View, IL. Mr. Davidson & Mr. Plucinski appeared in support of 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 Bob Nachtrieb, seconded by Jim Riggs, to approve PETITION 2023-14: A Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles, located at 1 Industry Avenue. The motion carried by the following vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Safford, Roehr and McShane

PETITION 2023-15: A Variation of Use to allow a self-storage facility that includes indoor-climate-controlled and outdoor mini-storage units in a B-1 (Neighborhood Business) District, located at 1701 Drauden Road. **TMP-5387**
PETITION 2023-16: A Special Use Permit to allow a self-storage facility that includes indoor-climate-controlled and outdoor mini-storage units, located at 1701 Drauden Road.

Attachments: ZBA 2023-15 & 16 (1701 Drauden Road) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. Carl Buck & Mr. Richard Hester, 21328 Redwood Land, Shorewood, IL. Mr. Buck & Mr. Hester appeared in support of this petition. Mr. Buck gave a brief overview of the proposed use.

Chairman Hennessy swore in Ms. Lynn Armbruster, 1700 Lake Pointe Drive, Plainfield, IL. Ms. Armbruster appeared in opposition to this petition. Ms. Armbruster believes a storage facility will attract crime and people living in the facility.

Chairman Hennessy swore in Mr. David Belinski, 1611 Lake Pointe Drive, Plainfield, IL. Mr. Belinski appeared in opposition to this petition. Mr. Belinsky believes a storage facility will add additional traffic and noise.

Chairman Hennessy swore in Ms. Janet Belinsky, 1611 Lake Pointe Drive, Plainfield, IL. Ms. Belinski appeared in opposition to this petition.

Mr. Buck stated that under the self-storage act, residing in a self-storage unit is prohibited. Mr. Buck said that Mr. Hester's self-storage facilities are gated and have cameras. Mr. Hester addressed the concerns about traffic and noise. Mr. Nachtrieb asked if a barrier will be installed to block noise, Mr. Hester said that the building will provide a perimeter and there will be minimal fencing and a 30 ft. landscaped berm.

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

A motion was made by Brigette Roehr, seconded by Bob Nachtrieb, to approve PETITION 2023-15: A Variation of Use to allow a self-storage facility that includes indoor-climate-controlled and outdoor mini-storage units in a B-1 (Neighborhood Business) District, located at 1701 Drauden Road.
PETITION 2023-16: A Special Use Permit to allow a self-storage facility that includes indoor-climate-controlled and outdoor mini-storage units, located at 1701 Drauden Road. The motion failed by the following vote:

Aye: Hennessy, Nachtrieb and Roehr

Nay: Alessio, Riggs, Safford and McShane

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 Bob Nachtrieb, seconded by Colette Safford, to adjourn the meeting. The motion carried by the following vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Safford, Roehr and McShane

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

Meeting Minutes - Pending Approval

Thursday, March 16, 2023

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
John Dillon
Jason Heath
John Kella
Roberto Perez
Brigette Roehr
Marc Rousonelos
Bob Wunderlich

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

CALL TO ORDER

ROLL CALL

Present John Kella, Jason Cox, Jeff Crompton, Brigette Roehr, Marc Rousonelos, Bob Wunderlich and Jason Heath

Absent John Dillon and Roberto Perez

APPROVAL OF MINUTES

TMP-5399

Attachments: 021623

A motion was made by Jason Cox, seconded by Jeff Crompton, to approve the Plan Commission Minutes from February 16, 2023. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

Abstain: Roehr

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

Mr. Jim Capparelli, City Manager, appeared regarding the Annexation of 28.97 Acres at 1 Industry Avenue. Mr. Capparelli gave some background information about the recycling business and said it will be a great project for the City of Joliet.

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.

None.

OLD BUSINESS

None.

NEW BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

A-1-23: ANNEXATION OF 8.81 ACRES LOCATED AT 18204 N.W. FRONTAGE ROAD, CLASSIFICATION TO I-1 (LIGHT INDUSTRIAL) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.
P-4-23: PRELIMINARY PLAT OF IMPERIAL SITE LLC SUBDIVISION.
FP-4-23: FINAL PLAT OF IMPERIAL SITE LLC SUBDIVISION.
Z-1-23: RECLASSIFICATION OF 8.85 ACRES LOCATED AT 1603 N.W. FRONTAGE ROAD FROM B-3 (GENERAL BUSINESS) TO I-1 (LIGHT INDUSTRIAL) ZONING.

TMP-5392

Attachments: 1603 NW Frontage Road_Imperial Site_PC Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. David Silverman, Attorney, appeared on behalf of the petition.

Commissioner Wunderlich inquired why they would like to be annexed into Joliet as opposed to remaining in the County. Mr. Torri responded.

No one appeared in opposition to the petition.

A motion was made by Jason Cox, seconded by Jeff Crompton, to recommend for approval by the City Council the Annexation of 8.81 Acres located at 18204 N.W. Frontage Road, Classification to I-1 (Light Industrial) Zoning and Approval of an Annexation Agreement, the Preliminary Plat of Imperial Site LLC Subdivision, the Final Plat of Imperial Site LLC Subdivision, and the Reclassification of 8.85 Acres located at 1603 N.W. Frontage Road from B-3 (General Business) to I-1 (Light Industrial) Zoning. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

PUD-4-23: PRELIMINARY PLANNED UNIT DEVELOPMENT OF TIMBER POINTE UNIT 2 SUBDIVISION.
PUD-5-23: FINAL PLANNED UNIT DEVELOPMENT OF TIMBER POINTE UNIT 2 SUBDIVISION.

TMP-5384

Attachments: PUD-4-23 PUD-5-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Joe Hammer, Ruettiger, Tonelli & Associates, appeared on behalf of the petition.

Commissioner Wunderlich had a few questions. Mr. Hammer responded.

No one appeared in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Jason Cox, to recommend for approval by the City Council the Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision and the Final Planned Unit Development of Timber Pointe Unit 2 Subdivision. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

A-2-23: ANNEXATION OF 28.97 ACRES AT 1 INDUSTRY AVENUE, CLASSIFICATION TO I-2 (GENERAL INDUSTRIAL) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.

TMP-5390

Attachments: A-2-23 (1 Industry Avenue) Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Gary Davidson, 2 N. Infantry Drive, appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Bob Wunderlich, seconded by Marc Rousonelos, to recommend for approval by the City Council the Annexation of 28.97 Acres at 1 Industry Avenue, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

NEW BUSINESS

V-2-23: VACATION OF A PORTION OF SEWER AND RIGHT-OF-WAY EASEMENT IN THE ROCK RUN CROSSINGS SUBDIVISION.

TMP-5405

Attachments: V-2-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Torri appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Jason Cox, seconded by Jason Heath, to recommend for approval by the City Council the Vacation of a Portion of Sewer and Right-of-Way Easement in the Rock Run Crossings Subdivision. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

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

Please see all public comments at the following link and then select "Meeting Details" for the meeting held on March 16, 2023.

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

ADJOURNMENT

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

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

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.

DATE: March 8, 2023

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT:

A-2-23: Annexation of 28.97 Acres at 1 Industry Avenue, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement

GENERAL INFORMATION:

APPLICANT / OWNERS:	One Industry Holdings, LLC
STATUS OF APPLICANT:	Property Owners
REQUESTED ACTION:	Approval of an Annexation, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement
PURPOSE:	To allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles
LOCATION:	1 Industry Avenue (PIN #30-07-04-214-015-0000)
SIZE:	28.97 acres
EXISTING LAND USE:	Industrial – processing warehousing complex
EXISTING ZONING:	Unincorporated Will County I-1 Zoning District
PROPOSED ZONING:	I-2 (General Industrial)

SURROUNDING LAND USE & ZONING:

North:	Unincorporated Will County I-2 zoning; industrial
South:	I-2 (General Industrial) zoning; industrial
East:	Unincorporated Will County I-3 zoning; industrial
West:	B-3 (General Business) and R-2 (Single-family Residential; vacant land

SITE HISTORY: None.

SPECIAL INFORMATION: This property has long been associated with Joliet's industrial history. It was home to the Phoenix Horseshoe Company from the 1860s to the 1950s as well as to the manufacturing of other steel products for various industries through 2013. BL Duke, a scrap metal recycling company that serves both industrial and general public customers, has been operating an industrial salvage yard at this location since 2015. The property is owned by One Industry Holdings LLC, and BL Duke is the tenant. One Industry Holdings desires to annex into the City of Joliet and have its property classified to I-2 (General Industrial) zoning district so that BL Duke can add the shredding of recyclable materials to its existing industrial recycling operations at its existing salvage yard. The shredding of recyclable materials will include but not be limited to automobiles. The City of Joliet Zoning Ordinance requires Special Use Permits for a salvage yard. The petitioner is therefore seeking a recommendation for this approval from the Zoning Board of Appeals at their March 16, 2023 meeting. BL Duke anticipates that the proposed shredding operations will work in tandem with the battery reclamation operations that is being proposed for the redevelopment of the former U.S. Steel property at 927 Collins Street into an eco-park campus.

BL Duke leases the adjacent 26.5-acre property to the east, along the Des Plaines River, from the Metropolitan Water Reclamation District of Greater Chicago for its barge access. This 26.5-acre property is not part of this special use permit nor annexation request due to complexities with the existing MWRD lease. A Canadian National rail spur, which is leased by Watco (a third-party logistics provider), bisects the two properties that are part of BL Duke's Joliet salvage yard operations. The company intends to more heavily utilize the existing barge and rail infrastructure should the industrial shredder operations be approved. BL Duke recently completed a new barge terminal at their Chicago facility so that they can barge more materials to and from Joliet as opposed to utilizing trucks. In addition, the company recently rebuilt a rail line on the property at 1 Industry Avenue to haul more materials by rail.

The 28.97 acre complex includes a multitude of long, tall metal clad industrial buildings as well as a few stone and concrete block buildings. There is a 1.5 story stone office building. The concept plan for the expansion at this complex is included with the staff report packet. Currently, BL Duke anticipates that the industrial shredder will be located on the north side of the property. The company may construct one or more structures to accommodate the proposed shredder in accordance with the permitting process through the Illinois Environmental Protection Agency and adherence to state regulations. The location of the proposed shredder is approximately 1,500 feet and over ¼ mile from the nearest residential property in Joliet and Crest Hill. There is an approximate 40' drop in elevation from Broadway Street to the primary area of existing and proposed industrial

activity at this property as well as an existing tree line along Broadway Street to help with visual screening and sound buffering. Most of the land along the subject property's western border is owned by the City of Joliet and is intended for the future extension of the Broadway Street Greenway.

The petitioner has submitted a draft annexation agreement, which is being reviewed by City staff. The existing office building, which is near Industry Avenue, already has City sewer service but not water service. The City intends to replace the water main along Industry Avenue in 2025 after which water connection to the office building can be completed. Additional improvements and future impact fees will be further detailed in the annexation agreement if applicable.

ANALYSIS: The approval of the Annexation and Zoning Classification to I-2 (Light Industrial) will allow an existing salvage yard to expand operations with the purpose of shredding recyclable materials including but not limited to automobiles.

A-2-23

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.

2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.

3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.

4. The Territory is not within the corporate limits of any municipality.

5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 2/17/23

PETITIONER

Subscribed and Sworn to before me
this 17 day of February, 2023.

NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA W RICKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/26/24

CITY CLERK
JOLIET, ILLINOIS

23 FEB 21 PM 2:31

FILED

CASE NO. A-2-23
DATE FILED 2/17/23

ANNEXATION INFORMATION SHEET

(PLEASE PRINT CLEARYLY)

I. Applicant's information:

NAME OF APPLICANT(S):

FN	(MI)	(LN)	(Suffix)
One Industry Holdings, LLC			

HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
5407 Canal Bank Road	Forest View	IL	60402

BUSINESS ADDRESS	CITY	STATE	ZIP CODE

CONTACT NUMBERS:

(H) (_____) _____ (W) (_____) _____ CELL (773) 617-5307

E-MAIL ADDRESS: lplucinski@blduke.com

II. Owner's information:

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

FN	(MI)	(LN)	(Suffix)
One Industry Holdings, LLC			
Lou Plucinski			

HOME ADDRESS (include Suite, Apt. No.)	CITY	STATE	ZIP CODE
11501 73rd Place	Burr Ridge	IL	60527

BUSINESS ADDRESS	CITY	STATE	ZIP CODE
6470 Canal Bank Road	Forest View	IL	60402

CONTACT NUMBERS:

(H) (_____) _____ (W) (_____) _____ CELL (773) 617-5307

E-MAIL ADDRESS: lplucinski@blduke.com

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

CITY CLERK
23 FEB 21 PM 2:31
FILED

III. Agent Authorization:

Please check one of the following:

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

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

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

(Please Print)

Gary K Davidson — Agent's Name

Castle Law — Company Name *(If Applicable)*

2 North Infantry Drive, Joliet IL 60435 — Agent's Mailing Address City/State/Zip

(815)744-6550 — Agent's Phone

(815)351-0408 — Area Code Mobile

( ) — Area code Fax

Email address: gdavidson@castlelaw.com

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

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

Owner's Signature (s):

Date: February 17, 2023

Date: _____

IV. REGISTERED VOTERS RESIDING ON TERRITORY TO BE ANNEXED:

NAME	ADDRESS	Area Code	Phone
NONE		( )	
		( )	
		( )	

CHRISTA M. DESIDERIO
CITY CLERK
JOLIET, ILLINOIS

23 FEB 21 PM 2:31

FILED

v. Property information:

PROPERTY ADDRESS:

1 Industry Drive	Joliet	IL	Joliet	60435
PROPERTY ADDRESS	CITY	STATE	TOWNSHIP	ZIP CODE

PROPERTY IDENTIFICATION NUMBER (P.I.N. or tax number(s):30-07-04-214-015-0000

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

Lots 1 and 2 (except the south 33 feet thereof taken for street purposes) in the County Clerks subdivision of part of the northwest 1/4 of Section 3, and part of the northeast 1/4 of Section 4, Township 35 North, Range 10 East of the third principal meridian, according to the plat thereof recorded April 1. 1903 as doc no. 222243

LOT SIZE: WIDTH Per plat attached DEPTH _____ AREA _____

PRESENT LAND USE: Vacant Industrial

EXISTING ZONING: Industrial

PROPOSED LAND USE AND/OR PURPOSE OF ANNEXATION: Salvage yard with the purpose shredding recyclable materials including but not limited to automobiles

ZONING CLASSIFICATION REQUESTED: special use in industrial zone

USES OF SURROUNDING PROPERTIES:

NORTH Industrial EAST Industrial

SOUTH Industrial WEST City Owned

IMPORTANT

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

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

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

PETITIONER — DATE 2/17/23

PETITIONER — DATE

Subscribed and Sworn to before me this 17 day of February 2023

NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA W RICKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/26/24

FILED
23 FEB 21 PM 2:35

PLAT OF ANNEXATION

LOT 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET PURPOSES) IN THE COUNTY CLERK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 9, DOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1921, AS DOCUMENT NO. 222242, IN WILL COUNTY, ILLINOIS.

NORTH BROADWAY ST. (ROUTE 53)

INDUSTRY AVENUE

GENSTAR LANE

LOT 2

LOT 1

ANNEXATION PARCEL
(AREA=29.93 ACRES +/-)

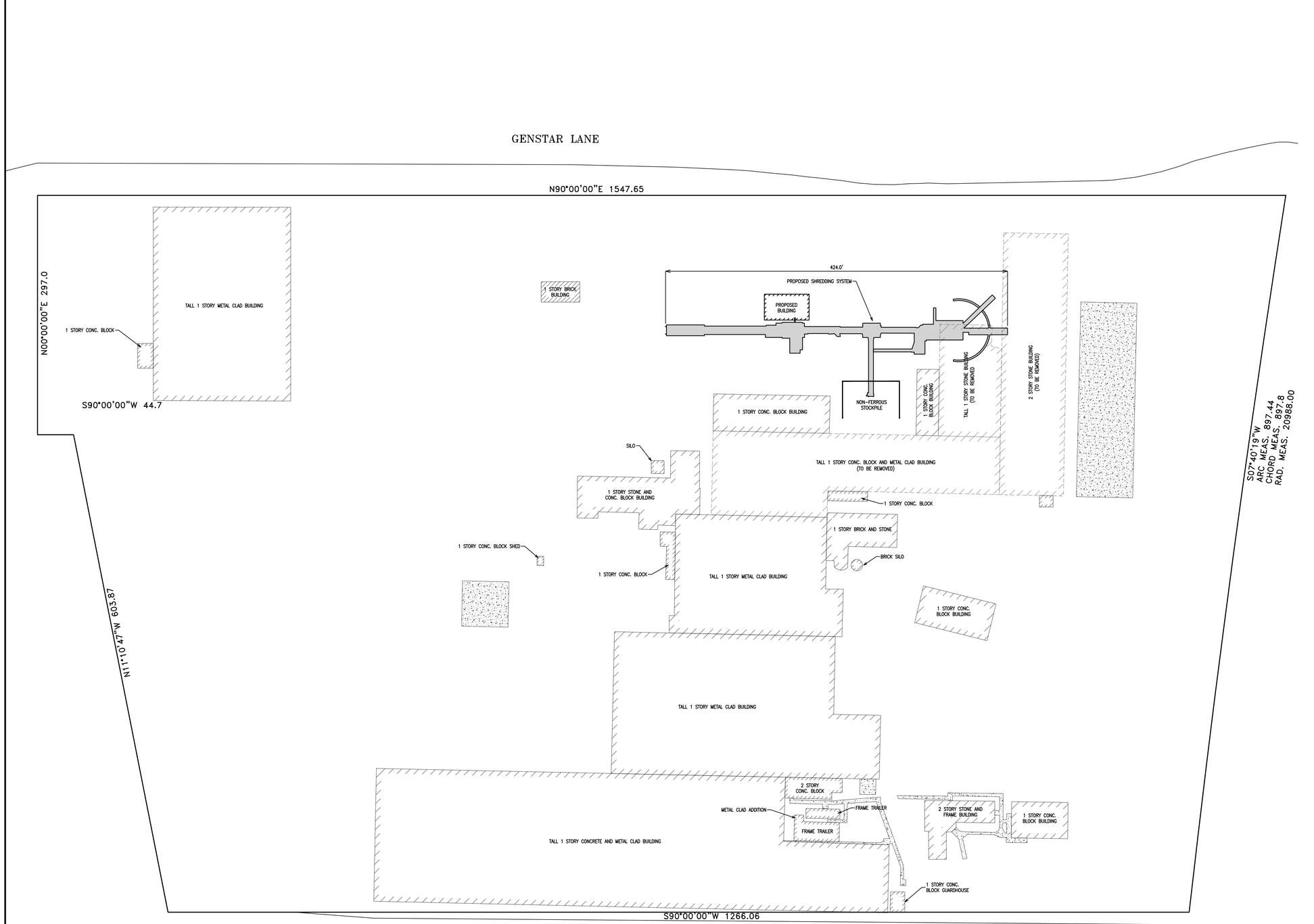
ELGIN, JOLIET & EASTERN RAILROAD

GRAPHIC SCALE 1" = 60'

COMMON ADDRESS: INDUSTRY AVENUE
JOLIET, IL 60435

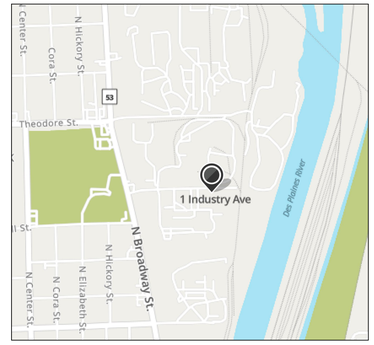
P.I.N. 30-07-04-314-015

	GEOTECH INC. CONSULTING ENGINEERS - LAND SURVEYORS 1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010	PART OF THE NE 1/4 OF SECTION 4-24-10	PLAT OF ANNEXATION (CITY OF JOLIET) DRAWN BY: BL JOB # 21433 CHECKED BY: CMP DATE: 1/25/2023	DATE BY REVISION



GRAPHIC SCALE 1"=60'

0 30 60 120



LOCATION MAP

LOT 1 AMD LOT 2 OF COUNTY CLERKS SUB OF PART OF THE EAST 1/2 NORTHWEST 1/4 SEC. 4, AND PART OF THE WEST 1/2 NORTHWEST SEC. 3, T35N, R10E.

PROPERTY IDENTIFICATION NUMBER: 30-07-04-214-015

PROPERTY ADDRESS: 1 INDUSTRY AVENUE
JOLIET, IL 60435

CLIENT: ONE INDUSTRY HOLDINGS
6470 WEST CANAL BANK ROAD
FOREST VIEW, IL 60402

NOTES:

1. EXISTING CONDITIONS AND BOUNDRAY BASED ON ALTA SURVEY PREPARED BY JENS K. DOE DATED MAY 15TH, 2022. NO ADDITIONAL SURVEY WORK WAS PREFORMED BY GEOTECH.
2. LOCATION OF SHREDDING SYSTEM IS CONCEPTUAL AND SUBJECT TO CHANGE. FINAL ENGINEERING AND BUILDING PLANS ARE REQUIRED.

SEAL/STAMP

NO.	DATE	REVISION

ONE INDUSTRY HOLDINGS LLC
1 INDUSTRY AVE
JOLIET, IL

CONCEPT PLAN

GEOTECH INC.
CONSULTING ENGINEERS – LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21433
DATE: 1.5.23
DRAWN BY: TC
CHECKED BY: CP

SHEET NO. 1

P:\Projects\GEN\21433\Engineering\DWG\Concept\21433 Concept.dwg
PlotDate: 1/16/2023 1:13 PM Layout: CONCEPT PLAN

Figure 1: Intersection of Broadway Street and Industry Avenue, view facing east down toward subject property

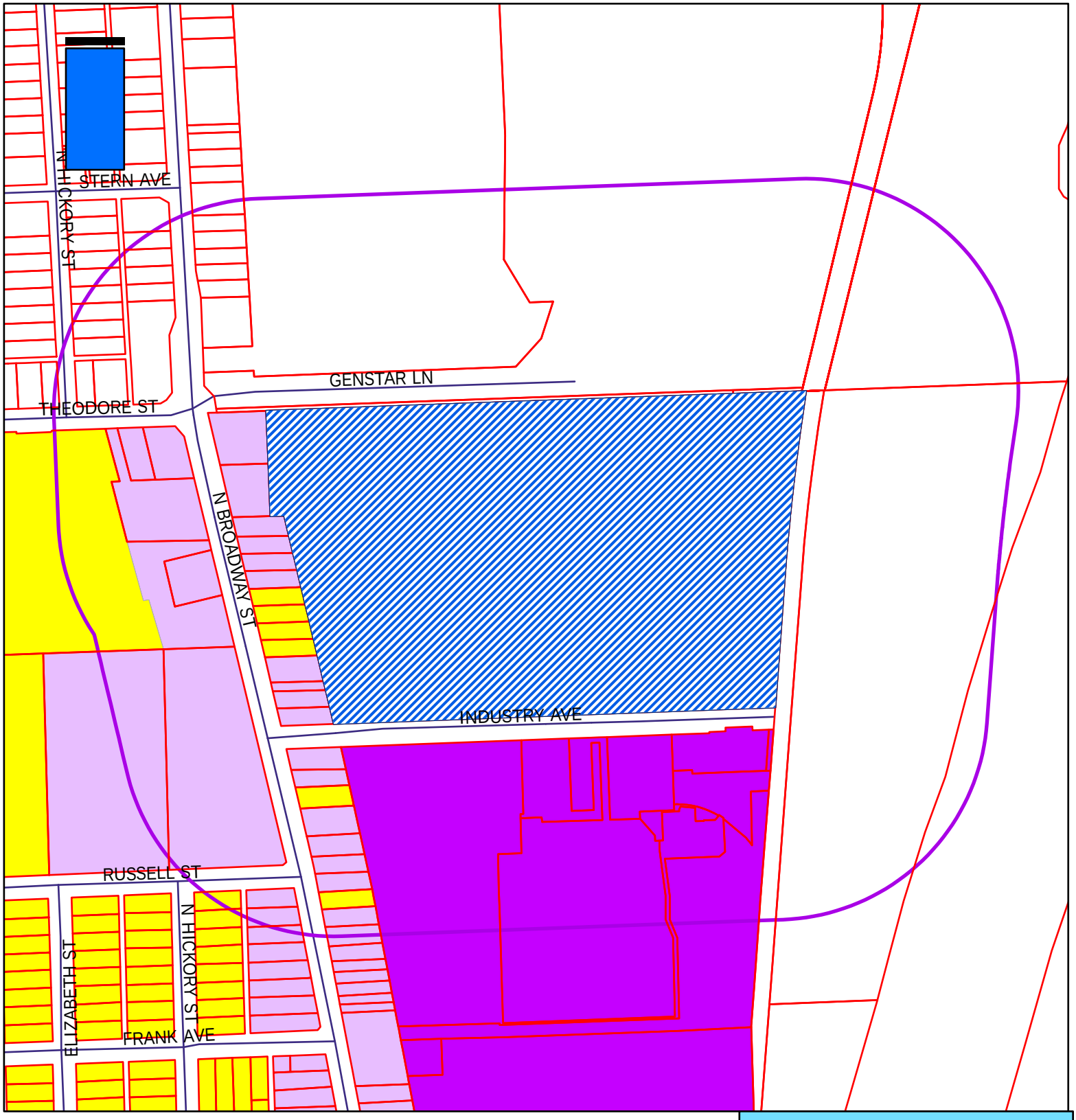


Figure 2: Gate 2 into the site along Industry Avenue. View facing northeast



Figure 3: Main office building at the property and industrial buildings to the rear. View facing north, into the property.





A-2-23

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

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



A-2-23a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

STAFF REPORT

DATE: March 7, 2023

TO: Zoning Board of Appeals

FROM: Planning Staff

RE:

Petition Number:	2023-14
Applicant / Owner:	One Industry Holdings, LLC
Location:	1 Industry Avenue
Request:	A Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles

Purpose

The applicant is requesting a Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles at 1 Industry Avenue. The property is currently not in the City limits. The applicant also seeking a recommendation of approval from the Plan Commission at their March 16, 2023 meeting to annex this property and classify it to I-2 (General Industrial) zoning district. The City Council makes the final decision on this Special Use Permit request as well as its companion annexation request.

Site Specific Information

This 28.97 acre property has long been associated with Joliet's industrial history. It was home to the Phoenix Horseshoe Company from the 1860s to the 1950s as well as to the manufacturing of other steel products for various industries through 2013. BL Duke, a scrap metal recycling company that serves both industrial and general public customers, has been operating an industrial salvage yard at this location since 2015. The property is owned by One Industry Holdings LLC, and BL Duke is the tenant. BL Duke leases the adjacent 26.5-acre property to the east, along the Des Plaines River, from the Metropolitan Water Reclamation District of Greater Chicago for its barge access. This 26.5-acre property is not part of this special use permit nor annexation request due to complexities with the existing MWRD lease. A Canadian National rail spur, which is leased by Watco (a third-party logistics provider), bisects the two properties that are part of BL Duke's Joliet salvage yard operations. BL Duke currently utilizes trucks, rail and barge to move its materials.

Surrounding Zoning, Land Use and Character

- North: Unincorporated Will County I-2 zoning; industrial
- South: I-2 (General Industrial) zoning; industrial
- East: Unincorporated Will County I-3 zoning; industrial
- West: B-3 (General Business) and R-2 (Single-family Residential; vacant land

Applicable Regulations

- Section 47-14.2A Special Uses – All Industrial Districts
- Section 47-5.2(C) Special Use Permit Criteria

Discussion

BL Duke currently has equipment to bale, sheer and torch ferrous materials as well as bale and process non-ferrous materials at their Joliet facility. The company ships these materials to mills, foundries and markets both domestically and abroad via truck, class 1 rail, and barge. One Industry Holdings desires to annex into the City of Joliet and have its property classified to I-2 (General Industrial) zoning district so that BL Duke can add the shredding of recyclable materials to its existing industrial recycling operations at its existing salvage yard. The shredding of recyclable materials will include but not be limited to automobiles. The City of Joliet Zoning Ordinance requires a Special Use Permit for a salvage yard. BL Duke anticipates that the proposed shredding operations will work in tandem with the battery reclamation operations that is being proposed for the redevelopment of the former U.S. Steel property at 927 Collins Street into an eco-park campus. The company intends to more heavily utilize the existing barge and rail infrastructure should the industrial shredder operations be approved. BL Duke recently completed a new barge terminal at their Chicago facility so that they can barge more materials to and from Joliet as opposed to utilizing trucks. In addition, the company recently rebuilt a rail line on the property at 1 Industry Avenue to haul more materials by rail.

The 28.97 acre complex includes a multitude of long, tall metal clad industrial buildings as well as a few stone and concrete block buildings. There is a 1.5 story stone office building. The concept plan for the expansion at this complex is included with the staff report packet. Currently, BL Duke anticipates that the industrial shredder will be located on the north side of the property. The company may construct one or more structures to accommodate the proposed shredder in accordance with the permitting process through the Illinois Environmental Protection Agency and adherence to state regulations. The location of the proposed shredder is approximately 1,500 feet and over ¼ mile from the nearest residential property in Joliet and Crest Hill. There is an approximate 40’ drop in elevation from Broadway Street to the primary area of existing and proposed industrial

activity at this property as well as an existing tree line along Broadway Street to help with visual screening and sound buffering. Most of the land along the subject property's western border is owned by the City of Joliet and is intended for the future extension of the Broadway Street Greenway.

The petitioner has submitted a draft annexation agreement, which is being reviewed by City staff. The existing office building, which is near Industry Avenue, already has City sewer service but not water service. The City intends to replace the water main along Industry Avenue in 2025 after which water connection to the office building can be completed. Additional improvements and future impact fees will be further detailed in the annexation agreement if applicable.

Conditions

If the Zoning Board desires to recommend approval of this Special Use Permit request, the following conditions would be included:

1. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and

2. Should the property be declared a public nuisance, it shall be subject to a rehearing and a possible revocation of the Special Use Permit.

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:
Castle Legal
Client Cost Account
822 129th Infantry Dr.
Joliet, IL 60435

Petition #: 2023-14
Common Address: 1 Industry Ave.
Date filed: 2/17/23
Meeting date requested: 3/16/23

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: One Industry Ave, Joliet, IL 60435

PETITIONER'S NAME: One Industry Holdings, LLC

HOME ADDRESS: 11501 73rd Place, Burr Ridge, IL ZIP CODE: 60527

BUSINESS ADDRESS: 6470 Canal Bank Road, Forest View, IL ZIP CODE: 60402

PHONE: (Primary) 773-617-5307 (Secondary) _____

EMAIL ADDRESS: lplucinski@blduke.com FAX: _____

PROPERTY INTEREST OF PETITIONER: Owner

OWNER OF PROPERTY: One Industry Holdings, LLC

HOME ADDRESS: 11501 73rd Place, Burr Ridge, IL ZIP CODE: 60527

BUSINESS ADDRESS: 6470 Canal Bank Road, Forest View, IL ZIP CODE: 60402

EMAIL ADDRESS: lplucinski@blduke.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)*:

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 30-07-04-214-015-0000 ;

_____; _____; _____.

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):

See attached

LOT SIZE: WIDTH: Per plat DEPTH: _____ AREA : _____

PRESENT USE(S) OF PROPERTY: Vacant Industrial

PRESENT ZONING OF PROPERTY: Industrial

SPECIAL USE REQUESTED: Salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles

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?

The proposed use is consistent with the surrounding Industrial areas and shall provide for the recycling of materials which might otherwise be placed in a landfill

2. How will the special use impact properties in the immediate area? There will be minimal impact with marginal increase in traffic from the site

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

The use will clean up a currently blighted site and bring the property within the new City of Joliet development standard

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

yes, current utilities exist on site and owner shall bring any roads, landscaping to current code if and when additional site development occurs

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

Ingress/egress point shall be maintained in its current configuration

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?

The proposed Special use is allowed in the zoning classification that exists and does not violate any laaw ordinance or regulation

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)?

No prior denials

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, Lou Plucinski, 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 17 **day of** February **, 20**23

Patricia W Rickman

OFFICIAL SEAL
PATRICIA W RICKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/26/24

LEGAL DESCRIPTION FOR 1 INDUSTRY DRIVE, JOLIET, IL 60435

LOTS 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET PURPOSES) IN THE COUNTY CLERKS SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, AND PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1903 AS DOCUMENT NO. 222243, IN PLAT BOOK 14, PAGE 1, IN WILL COUNTY, ILLINOIS\

P.I.N. 30-07-04-214-015-0000

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:

One Industry Ave, Joliet, IL 60435

PIN(s): 30-07-04-214-015-0000

III. *PROPERTY OWNERSHIP*

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

☐	**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
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**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 or the right to direct the affairs of the organization

One Industry Holdings, LLC

E-MAIL: lplucinski@blduke.com **FAX:**

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

_____

_____

_____

_____

E-MAIL:_____ **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:_____

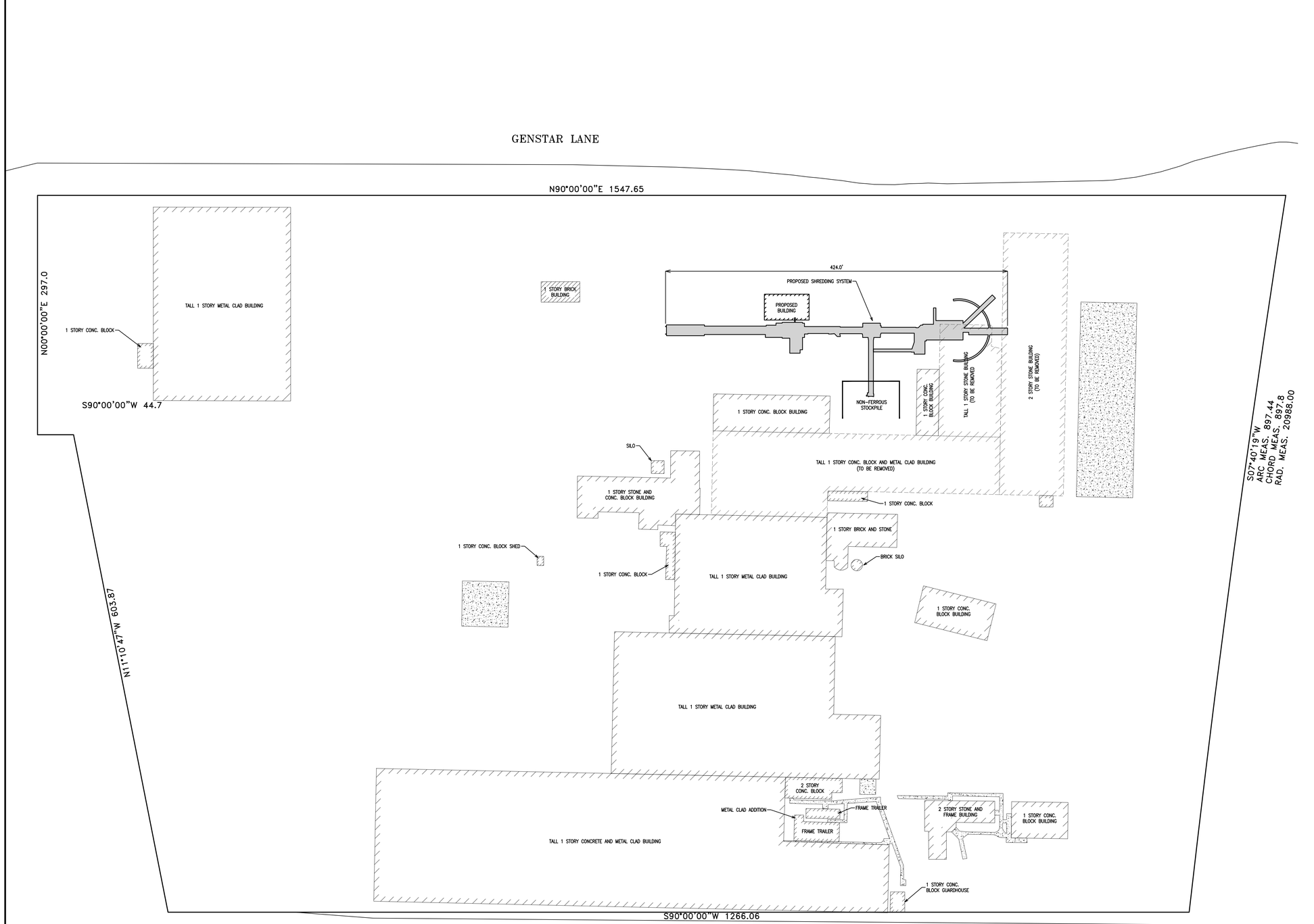
DATE:02/17/2023

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

Gary K Davidson, Castle Law, 2 North Infantry Drive, Joliet IL 60435

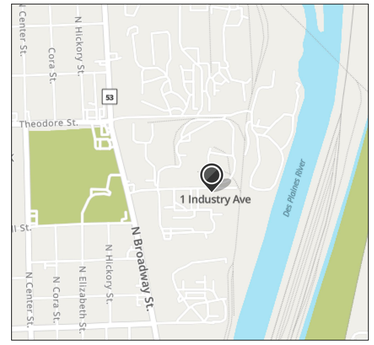
_____

PRINT



GRAPHIC SCALE 1"=60'

0 30 60 120



LOCATION MAP

LOT 1 AMD LOT 2 OF COUNTY CLERKS SUB OF PART OF THE EAST 1/2 NORTHWEST 1/4 SEC. 4, AND PART OF THE WEST 1/2 NORTHWEST SEC. 3, T35N, R10E.

PROPERTY IDENTIFICATION NUMBER: 30-07-04-214-015

PROPERTY ADDRESS: 1 INDUSTRY AVENUE
JOLIET, IL 60435

CLIENT: ONE INDUSTRY HOLDINGS
6470 WEST CANAL BANK ROAD
FOREST VIEW, IL 60402

NOTES:

1. EXISTING CONDITIONS AND BOUNDRAY BASED ON ALTA SURVEY PREPARED BY JENS K. DOE DATED MAY 15TH, 2022. NO ADDITIONAL SURVEY WORK WAS PREFORMED BY GEOTECH.
2. LOCATION OF SHREDDING SYSTEM IS CONCEPTUAL AND SUBJECT TO CHANGE. FINAL ENGINEERING AND BUILDING PLANS ARE REQUIRED.

SEAL/STAMP

NO.	DATE	REVISION

ONE INDUSTRY HOLDINGS LLC
1 INDUSTRY AVE
JOLIET, IL

CONCEPT PLAN

GEOTECH INC.
CONSULTING ENGINEERS – LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21433
DATE: 1.5.23
DRAWN BY: TC
CHECKED BY: CP

SHEET NO. 1

P:\Projects\GEN\21433\Engineering\DWG\Concept\21433 Concept.dwg
PlotDate: 1/16/2023 1:13 PM Layout: CONCEPT PLAN

Figure 1: Intersection of Broadway Street and Industry Avenue, view facing east down toward subject property

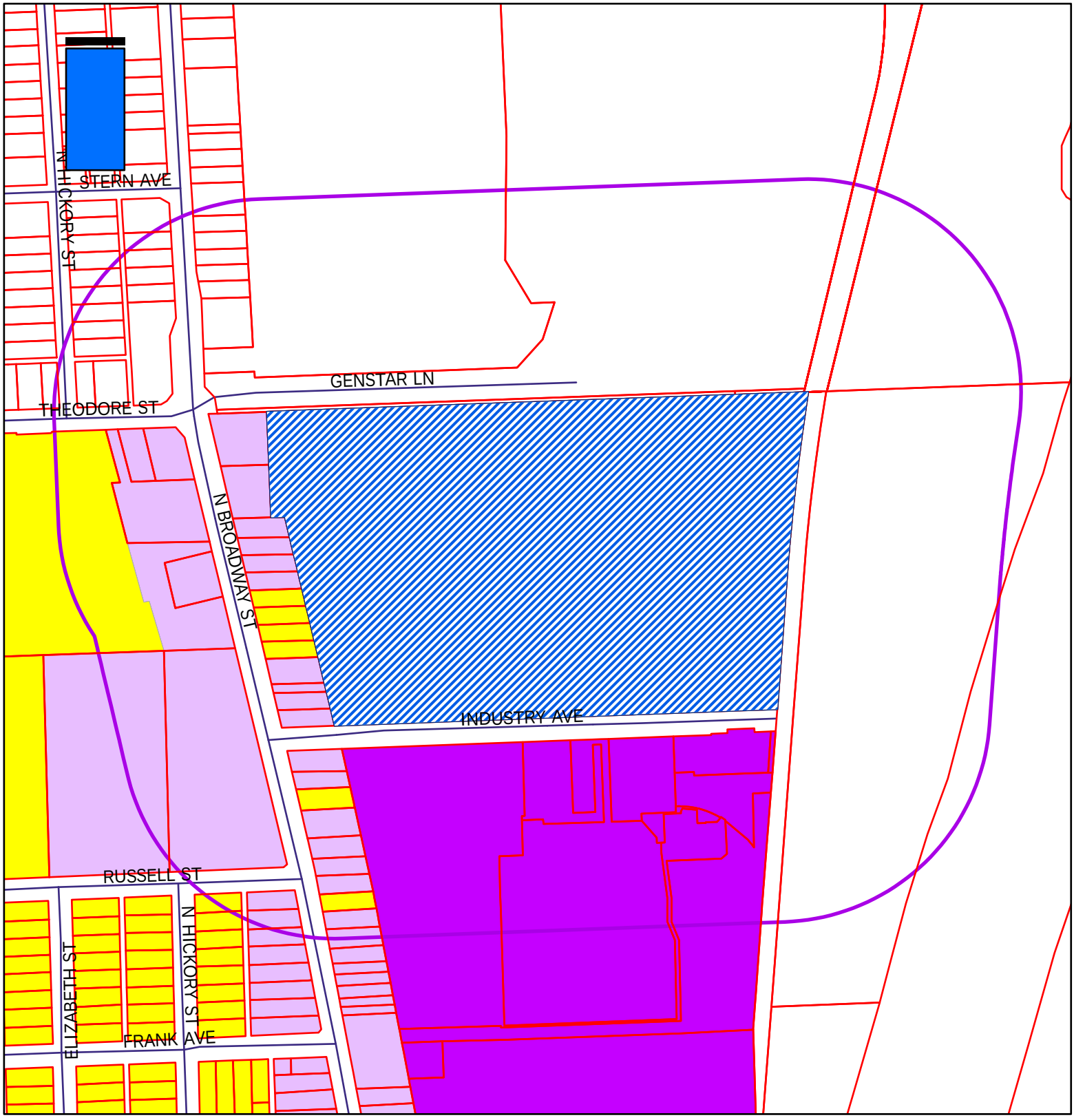


Figure 2: Gate 2 into the site along Industry Avenue. View facing northeast



Figure 3: Main office building at the property and industrial buildings to the rear. View facing north, into the property.





2023-14

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

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



2023-14a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ____ day of April, 2023, by and between the City of Joliet, an Illinois home rule municipal corporation ("City") and One Industry Holdings, LLC ("Owner").

RECITALS

WHEREAS, the Owner is the owner of record of approximately 28.97 acres of land located at 1 Industry Ave, Will County, Illinois, which property is referred to herein as the "Parcel" and is described in Exhibit "A"; and

WHEREAS, the Parcel is not within the corporate limits of any municipality but is or shall be contiguous to the City prior to its annexation by the City in accordance with the applicable provisions of the *Illinois Municipal Code*; and

WHEREAS, the City and the Owner desire that the City annex the Parcel and approve the development of the Parcel in accordance with this Agreement and the ordinances and regulations of the City; and

WHEREAS, a public hearing has been held in the manner provided by law regarding the annexation, zoning and special use classification of the Parcel and the adoption and approval of this Agreement; and

WHEREAS, by a favorable vote of at least two-thirds of its corporate authorities then holding office, the City has passed a resolution approving this Agreement and authorizing its execution by the Mayor and City Clerk.

WHEREAS, the establishment of the zoning and special use as set forth herein, will not be detrimental to or endanger the public health, safety, morals comfort or general welfare, and

WHEREAS, the zoning and 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

WHEREAS, adequate utilities access roads, drainage and/or other necessary facilities have been or will be provided and that adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and the special use shall conform in all other respects 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

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Owner agree as follows:

1. ***INCORPORATION OF RECITALS***

The foregoing recitals are hereby incorporated into the body of this Agreement. Similarly, any exhibit referred to in this Agreement is hereby incorporated by reference as if fully set forth and repeated.

2. ***ANNEXATION OF THE PARCELS***

Concurrently with the approval of this Agreement, the City shall, by ordinance, annex the Parcel in accordance with applicable law

3. ***ZONING OF THE PARCELS***

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact an ordinance classifying the Parcels as I-2 General Industrial District with a special use permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles. The Zoning Ordinance of the City of Joliet (Ordinance No. 5285, as re-adopted pursuant to home rule authority

by Ordinance No. 8730, as amended from time to time) ("Zoning Ordinance"), shall apply in all respects to the Parcel, except as may be expressly and specifically provided for herein. The City shall be permitted to amend the Zoning Ordinance or reclassify the Parcel during the effective term of this Agreement and thereafter in the manner set forth in the Zoning Ordinance or under law. Any ambiguity or omission shall be resolved in favor of the applicability of the Zoning Ordinance.

In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Parcel:

- Outdoor Advertising, except as provided herein;
- Mobile Homes or Recreational Vehicle Park;
- Sexually Oriented Businesses
- Residential dwelling units
- Any use in violation of the applicable zoning ordinance

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

Section 3.1. Representations and Warranties of the City. In order to induce the Owner to enter into this Agreement, the City hereby makes certain representations and warranties to the Owner, as follows:

(a) **Organization and Standing**. The City is a home rule municipality duly organized validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) **Power and Authority**. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability**. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation and undertaking of the City, enforceable against the City in accordance with its terms, except to the extent that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditor's rights, and by equitable principles.

(d) **No Violation**. The execution and delivery of this Agreement, the compliance with the terms, conditions and provisions hereof and thereof, and the performance of the City's agreements, obligations and undertakings hereunder will not conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) **Government Consent and Approvals**. No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations under this Agreement.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the City is a party and (2) which will, or could, prevent the City's performance of its obligations under this Agreement.

3.2. Representations and Warranties of the Owner. In order to induce the City to enter into this Agreement, the Owner makes the following representations and warranties to the City:

(a) **Power and Authority**. Owner is properly organized and remains in existence as a valid legal entity. The Owner has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(b) **Authorization and Enforceability**. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Owner. This Agreement is a legal, valid and binding obligation and undertaking ofthe Owner, enforceable against the Owner in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(c) **No Violation**. The execution and delivery of this Agreement, the compliance with the terms, conditions and provisions hereof and thereof, and the performance of the Owner's agreements, obligations and undertakings hereunder do not and will not conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance,

judicial decision, judgment, decree or other law to which the Owner is a party or by which the Owner or any of its assets may be bound.

(d) **Governmental Consents and Approvals**. No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Owner of this Agreement or the performance thereof by the Owner.

(e) **No Proceedings or Judgments**. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Owner is a party and (2) which will, or could, prevent the Owner's performance of its obligations under this Agreement.

4. ***DEVELOPMENT OF THE PARCEL***

(a) *General*

The Subdivision Regulations of the City of Joliet (Ordinance No. 7208, as amended), shall apply in all respects to the Parcel. Any ambiguity or omission shall be resolved in favor of the applicability of the Subdivision Regulations. City and Owner agree that City agrees to issue any and all required operating and building permits necessary for Owner to operate the business use as set forth in the Special Use Permit which was filed in connection with the annexation and rezoning of this parcel.

(b) *Building Design Standards*

All buildings, structures or alterations hereafter constructed or made on the Parcel shall conform to the non-residential design standards then established by the

City, currently codified at Section 47-15H of the Zoning Ordinance. All current buildings shall be allowed to remain as-is.

(c) *Landscaping*

The Owner shall comply with the landscape requirements established by the City at the time any Building Permits are requested on the subject property, such requirements being currently set forth in Section 47-15E of the Zoning Ordinance. A future landscape plan would be required as part of a future building permit.

(d) *Pavement of Yard Areas*

All outdoor areas of the Parcel excepting used for vehicular access or parking, shall be allowed to remain as currently existing excepting those which are part of any improvements which shall paved in accordance with City requirements for commercial driveways and parking lots or as the Owner and the City may otherwise agree.

5. ***MUNICIPAL AND PUBLIC UTILITIES***

. When the City project is complete on Industry Drive and the parcel receives municipal and public utilities, Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, shall apply in all respects to the Parcels and to the provision of water to the Owner by the City. Notwithstanding anything contained herein to the contrary, the parties acknowledge that the site is already connected to the City Sanitary Sewer system and there shall be no further requirements relative to same Any ambiguity or omission shall be resolved in favor of the applicability of Article 31, as amended.

(a) *Water Supply*

(i) *Right to Connect*

Upon annexation of the Parcel to the City, and the issuance of required permits and approvals by the City and the Illinois Environmental Protection Agency (IEPA), and any other agency having jurisdiction thereof and upon completion of the City Project in Industry Avenue, the Owner shall connect the existing office buildings to the City public water utility system within 180 days of completion of the City's water main reconstruction project. Future buildings constructed on the Parcel and the existing buildings substantially improved would also be require connection to the City;s water system and and extension of public mains and fire hydrants at the time of development as required by Municipal and State Plumbing Code. The Owner, at its expense and without reimbursement by the City, shall be responsible for the acquisition of all necessary permits and approvals, the design, construction, installation and testing of the water mains, laterals, valves, meters, hydrants, manholes and other appurtenances necessary to connect the Parcels to City water facilities.

(ii) Engineering Plan

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

(iii) *Design, Permitting, and Construction of Facilities*

The owner, at its expense and without reimbursement to the City, shall be responsible for the acquisition of all necessary rights of way, permits, and approvals,

the design, construction, installation, and testing of the water mains, laterals, valves, meters, hydrants, manholes, and other appurtenances necessary to connect the Parcels to City water facilities.

(b) *Easement Requirements*

If necessary, the Owner shall dedicate municipal and public utility easements to the City in, over, through and upon the Parcel in each instance where, according to the preliminary municipal utilities engineering plan, municipal or public utilities or drainage facilities are planned or constructed outside of dedicated roadways. These easements shall be conveyed to the City as part of the plat approval process set forth in the Subdivision Regulations, as amended, or as the City may otherwise direct.

All easements shall be permanent, unless otherwise required by the City and shall be a width no less than twenty (20) feet or in such lesser amount depicted in a plat of subdivision. All easements required by this Agreement shall be in writing and shall also be depicted in a Plat of Subdivision or Plat of Easement in recordable form prepared by a professional land surveyor retained by the Owner at its expense. All such easements shall grant and convey the property rights customarily conveyed in a public utility easement including, but not limited to, the right of access thereto for personnel and equipment as may be necessary to install, operate, repair, maintain and replace such facilities.

In addition, at any time during the effective term of this Agreement the City may require the Owner to grant one or more easements to the City for access, public roadway, water, sanitary sewer, drainage, storm sewer, public utility and any other public purpose within twenty feet of any boundary of the Parcel. The Owner shall deliver to the City a duly executed recordable instrument granting the easement requested by the City within sixty (60) days of the City's request.

(c) *Ownership of Municipal Utilities*

At the direction of the City, the Owner shall deliver to the City duly executed written instruments conveying to the City all right, title and interest the Owner may have in and to the water and sanitary sewer mains, lines and associated appurtenances constructed in and on the Parcels (but not the service lines on private property connected to individual buildings). The Owner shall first remove all liens, encumbrances or other adverse claims of right prior to making these conveyances. Further, submittal of a maintenance bond or similar security to the City for said improvements shall estop the Owner from thereafter asserting any right, claim or title to such improvements.

6. ***STORM WATER DETENTION***

The owner shall be required to provide storm water detention in accordance with City of Joliet Ordinances 31-205-207. At this time the parties agree no such detention is required.

7. ***DEVELOPMENT FEES***

(a) *General*

In consideration of the approval of this Agreement by the City and the provision of municipal services to the Parcel, the City and Owner hereby agree, for itself and its Successors, that the following items shall be required by the City ("Development Fees") in accordance with the applicable ordinances, as such ordinances may be presently constituted or as may hereafter be amended.

(1) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances, if not already paid;

(2) Water Connection Charge, Section 31-54 of the Code of Ordinances, if applicable;

(3) Development Impact Fee, Section 23-60 of the Code of Ordinances; and

(4) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B) thereof.

(b) *Stipulation Concerning Public Improvements and Development Fees*

The City and the Owner hereby irrevocably stipulate and acknowledge that the making of roadway improvements and other public improvements and the payment of the Development Fees required by this Agreement or the Subdivision Regulations are valid development requirements that are necessary to accommodate the increased population densities, increased vehicular and pedestrian traffic and increased need for additional public services and facilities and is specifically and uniquely attributable to the development of the Parcel.

Similarly, the City and the Owner irrevocably stipulate and acknowledge that the requirement to provide the roadway improvements as set forth in this Agreement or the Subdivision Regulations are not subject to and do not violate the *Road Improvement Impact Fee Law* (605 ILCS 5/5-901 et seq.) or any other law of the State of Illinois.

CITY and OWNER hereby agree that Owner shall not be required to improve Industry Ave nor install any curb and gutter adjacent to the subject parcel.

(e) *Waiver of Right to Contest Public Improvement Requirements or Development Fees*

The Owner, for itself and its Successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its Successors may seek to avoid, reduce, condition or delay the payment of Development Fees or seek a refund or rebate thereof, or that would have the effect of invalidating such fees or impairing the collection thereof excepting that provided for herein. In addition, the

Owner, for itself and its Successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its Successors may seek to avoid, reduce, condition or delay the provision of the roadway improvements and other public improvements required by this Agreement or the Subdivision Regulations at the Owner's sole cost and expense and without the right of recapture.

(f) *Covenant Not to Sue*

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, not shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

(1) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or

(2) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;

(3) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;

(4) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

(g) *Reliance by City*

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

(h) *Other Taxes and Fees*

The payment of Development Fees and the provision of public improvements shall be in addition to any other tax, fee, charge, assessment or requirement levied or imposed by the City.

(i) *Responsibility for Improvements*

The Owner shall design and install, at no expense to the City, the roadway and other public improvements in accordance with this Agreement. The improvements shall be engineered, reviewed, approved, and installed in accordance with the procedures and conditions set forth in the Subdivision Regulations of the City.

8. ***APPLICABILITY OF CITY CODES AND ORDINANCES***

Unless otherwise specifically and expressly exempted by this Agreement, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City Codes and Ordinances including, but not limited to, the Code of Ordinances, the Zoning Ordinance and the Subdivision Regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the applicability of any other City code, ordinance.

9. ***NOTICES***

All notices required by this Agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice shall be deemed served on the fourth day (excluding Sundays and legal holidays) after its deposit with the postal authorities.

Notice to City shall be addressed as follows:

City Manager
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

with a copy to:

Corporation Counsel
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432

Notice to Owner shall be addressed as follows:

One Industry Holdings, LLC
6470 Canal Bank Road
Forest View, IL 60402

with a copy to: Castle Law
Gary K Davidson
2 North 129th Infantry Drive
Joliet, IL 60435

The parties may hereafter agree in writing to accept service of notice in any other manner.

10. ***AMENDMENTS***

This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written Agreement.

Notwithstanding the foregoing, all or any portion of the Parcel may be rezoned upon the mutual Agreement of the City and the owner of record of the affected territory without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation Agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation Agreement.

Neither the City nor the Owner shall be obligated to amend this Agreement during its term and no action shall lie to compel such action or to compensate a party for an election not to amend this Agreement. Similarly, the City may elect not to rezone the Parcel during the term of this Agreement and such election shall not be justiciable.

11. ***FINAL AGREEMENT AND CONSTRUCTION***

This Agreement supersedes all prior Agreements, negotiations and exhibits and is a full and complete integration of the matters of assent existing between the parties. The express reference in this Agreement to a specific ordinance, resolution or other requirement of the City shall not be construed so as to waive any other such ordinance, resolution or requirement. It is the understanding of the parties that all ordinances and regulations of the City shall apply to the Parcel in all respects unless otherwise expressly and specifically provided for herein. For purposes of construction, both the City and the Owner shall be deemed the authors of this Agreement

12. ***ENFORCEMENT***

This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief, provided however, that an action for money damages shall not lie against the City or its officials. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty business days of the receipt of such notice.

13. ***SUCCESSORS***

This Agreement shall bind and inure to the benefit of each party and their successors in interest, including, but not limited to, their respective corporate authorities, heirs, successors, assigns, lessees, transferees, and licensees ("Successors"). The Owner may assign this Annexation Agreement to any of its related entities at any time without objection or approval of the City of Joliet and shall then be relieved of any duties or responsibilities under the Annexation Agreement.

14. ***AGREEMENT AS COVENANT***

The terms and conditions of this Agreement shall constitute restrictive covenants or equitable servitudes running with the land. The City shall record this Agreement with the Recorder of Deeds.

15. ***SEVERABILITY***

If any provision, covenant, Agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, Agreement or portion of this Agreement, and to that end, every provisions, covenants, Agreements or portions of this Agreement is declared to be severable.

16. ***DURATION***

This Agreement shall take effect on the date hereinabove written and shall remain in effect for a term of 20 years. ***IN WITNESS WHEREOF,*** the parties have caused this Agreement to be executed on the date hereinabove first written.

CITY OF JOLIET ***ONE INDUSTRY HOLDINGS, LLC***

_____ _____

By: Mayor, City of Joliet By: LOU PLUCINSKI

_____

Attest: City Clerk

Exhibit A

LEGAL DESCRIPTION

LOTS 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR STREET PURPOSES) IN THE COUNTY CLERKS SUBDIVISION OF PART OF THE NORTHWEST ¼ of SECTION 3, AND PART OF THE NORTHEAST ¼ OF SETION 4, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1903 AS DOCUMENT NO. 222243, IN PLAT BOOK 14, PAGE 1, IN WILL COUNTY, ILLINOIS

PIN 30-07-04-214-015-0000

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 181-23

File ID: 181-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/20/2023

Department: Community Development **Final Action:**

Title: Ordinances Associated with 1 Industry Avenue

Ordinance Approving Annexation of 28.97 Acres at 1 Industry Avenue (A-2-23)

Ordinance Approving the Classification of 1 Industry Avenue to I-2 (General Industrial) Zoning (A-2-23)

Ordinance Approving a Special Use Permit to Allow a Salvage Yard with the Purpose of Shredding Recyclable Materials Including but Not Limited to Automobiles, Located at 1 Industry Avenue (ZBA 2023-14)

Agenda Date: 04/18/2023

Attachments: AnnexOrd - A-2-23 - 1 Industry Avenue, Plat of Annexation, Annx Zoning Class Ord - 1 Industry Avenue, Annexation_AgreeResolution - 1 Industry Avenue, Special Use Permit Ordinance_1 Industry Avenue, 03-16-23 ZBA Minutes, Plan Commission minutes 03_16_23, A-2-23 (1 Industry Avenue) Staff Report Packet, ZBA 2023-14 (1 Industry Avenue) Staff Report Packet, industryave.annexation.final.revised.4.12.23

Entered by: jbernhard@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Jim Torri	Approve	4/13/2023
1	2	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
1	3	4/12/2023	Sabrina Spano	Approve	4/14/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023
1	5	4/13/2023	Eva-Marie Tropper	Approve	4/17/2023
1	6	4/13/2023	Sabrina Spano	Approve	4/17/2023
1	7	4/13/2023	James V. Capparelli	Approve	4/17/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 183-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Approval of Ordinances Regarding the Annexation of Certain Parcels (parcel at 18651 W. Manhattan Road and parcel south of 18651 W. Manhattan Road), connecting to City Limits. (A-4-23)

BACKGROUND:
The petitioner, East Gate Logistics Park Chicago, LLC, is requesting approval of the Annexation of two parcels located south of W. Manhattan Road (18651 W. Manhattan Road and parcel south of 18651 W. Manhattan Road). Zoning classification of these properties will follow at upcoming Plan Commission and City Council Meetings. Existing zoning is A-1 (agricultural) zoning district in Unincorporated Will County. These properties will provide contiguity to the remaining East Gate Logistics Park holdings (approximately 919.4 acres) that were part of the amended and restated Annexation and Development Agreements approved in December 2021. The 9.727 acres and 45.5 acres subject properties in question are owned by the petitioner. There are no current development plans identified for these parcels at this time.

The previously approved Conceptual Site Plans are attached as a general depiction of the potential development of the East Gate property in this area. The Concept Site Plans are not intended to, and do not constitute, any variances, waivers, or modifications of any zoning, subdivision, water or sanitary sewer, land use, or construction requirement of the city. Similarly, the Conceptual Site Plans do not impair or restrict the property or development rights of the owner.

RECOMMENDATION OF THE ADMINISTRATION:

The Administration recommends the Mayor and City Council approve the following:

1. Ordinances Regarding the Annexation of Certain Parcels (parcel at 18651 W. Manhattan Road and parcel south of 18651 W. Manhattan Road).

powered by Legistar™

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF JOLIET
(18651 W. Manhattan Road)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The territory described in the attached Exhibit "A" is hereby annexed to and declared a part of the City of Joliet, and the corporate limits of the City of Joliet are extended to include the subject property and all adjacent roadways not already within the corporate limits of any municipality. The territory described herein shall be included within the Councilmanic District set forth below, and the Ordinance establishing and describing the Councilmanic Districts is hereby amended accordingly.

SECTION 2: The owner of record of the territory being annexed pursuant to this Ordinance shall hereafter be subject to all ordinances, resolutions, regulations, and other lawful requirements as other territory located within the City of Joliet, and shall be liable for the faithful and timely payment of all taxes and fees.

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 portions of this Ordinance.

SECTION 4: All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____day of _____, 2023.

_____ _____
MAYOR **CITY CLERK**

VOTING YES:_____

VOTING NO:_____

NOT VOTING:_____

PIN #: 10-11-15-400-013-0000
ADDRESS: 18651 W. Manhattan Road
PLAN COMMISSION APPROVED: N/A
CED DOC. NO.: A-4-23
COUNCILMANIC DISTRICT NO.: 5

PREPARED BY: James Torri, Planning Director, 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"

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE CITY OF JOLIET.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF JOLIET
(South of 18651 W. Manhattan Road)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The territory described in the attached Exhibit "A" is hereby annexed to and declared a part of the City of Joliet, and the corporate limits of the City of Joliet are extended to include the subject property and all adjacent roadways not already within the corporate limits of any municipality. The territory described herein shall be included within the Councilmanic District set forth below, and the Ordinance establishing and describing the Councilmanic Districts is hereby amended accordingly.

SECTION 2: The owner of record of the territory being annexed pursuant to this Ordinance shall hereafter be subject to all ordinances, resolutions, regulations, and other lawful requirements as other territory located within the City of Joliet, and shall be liable for the faithful and timely payment of all taxes and fees.

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 portions of this Ordinance.

SECTION 4: All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____day of _____, 2023.

_____ _____
MAYOR **CITY CLERK**

VOTING YES:_____

VOTING NO:_____

NOT VOTING:_____

PIN #: 10-11-15-400-011-0000
ADDRESS: South of 18651 W. Manhattan Road
PLAN COMMISSION APPROVED: N/A
CED DOC. NO.: A-4-23
COUNCILMANIC DISTRICT NO.: 5

PREPARED BY: James Torri, Planning Director, 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"

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 34 NORTH, (EXCEPTING THEREFROM THAT PART OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTHWESTERLY OF THE CENTERLINE OF MANHATTAN CREEK) AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, IN TOWNSHIP 34 NORTH LYING NORTHEASTERLY OF THE CENTERLINE OF MANHATTAN CREEK, IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

KGG LLC

Attorneys at Law

Nathaniel P. Washburn
ATTORNEY
nwashburn@kggllc.com

Website:
www.kggllc.com

Main Office:
111 N. Ottawa Street
Joliet, IL 60432
(815) 727-4511 T
(815) 727-1586 F

Wheaton Office:
2100 Manchester Rd.
Bldg. B Suite 906
Wheaton, IL 60187
(630) 547-2590 T
(815) 727-1586 F

Morris Office:
First Midwest Bldg.
220 W. Main Street
Suite 302
Morris, IL 60450
(815) 942-1881 T
(815) 942-6444 F

December 16, 2022

HAND DELIVERED
Attention: Jim Torri
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

Re: Annexation of 18651 W. Manhattan Road and Contiguous 46 Acres

Dear Jim:

Enclosed please find the follow:

1. Petition to Annex 18651 W. Manhattan Road;
2. Ownership Disclosure form for TCIH Land Holdings, LLC
3. Plat of Annexation for 18651 W. Manhattan Road;
4. Petition to Annex 46 Acres of Vacant Ground Contiguous to 18651 W. Manhattan Road;
5. Ownership Disclosure form for Dale Steffes and the Janet A. Steffes Trust;
6. Plat of Annexation for 46 Acres of Vacant Ground Contiguous to 18651 W. Manhattan Road;
7. Check in the amount of $1,500.00 for petition fees for both requests

Procedurally as the contiguity of the 46 Acres is dependent upon the annexation of 18651 W. Manhattan Road the annexation of 18651 W. Manhattan Road should be heard and addressed first. Both annexations will be without an annexation agreement. If you need anything further at this time, please let me know.

Very truly yours,

KGG LLC

Nathaniel P. Washburn
NPW:jme
Enclosures
cc: Chris Regis

972704

A-4-23

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.

2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.

3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.

4. The Territory is not within the corporate limits of any municipality.

5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 12/15/2022

TCIH Land Holdings, LLC, a Delaware limited liability company; by East Gate - Logistics Park Chicago, LLC, a Delaware limited liability company, its sole member; by NorthPoint Development, LLC, a Missouri limited liability company, its manager;

Subscribed and Sworn to before me
this 15th day of December, 2022.

Lisa Beasley
NOTARY PUBLIC

LISA L BEASLEY
Notary Public - Notary Seal
Platte County - State of Missouri
Commission Number 19497557
My Commission Expires Sep 10, 2023

By: Nathaniel Hagedorn, its Manager

2023 APR04 PM04:17:51
CHRISTA M. DESIDERIO
City Clerk
Joliet, Illinois
RECEIVED

EXHIBIT A

Legal Description

THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

2023 APR04 PM04:18:10
CHRISTA M. DESIDERIO
City Clerk
Joliet, Illinois
RECEIVED

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:

18651 W. Manhattan Road

PIN(s): 10-11-15-400-013-0000

III. *PROPERTY OWNERSHIP*

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

☐	**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
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**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 or the right to direct the affairs of the organization

TCIH Land Holdings, LLC - SEE ATTACHED MEMBERSHIP

E-MAIL: _____ **FAX:** _____

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

_____

_____

_____

_____

E-MAIL:_____ **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:_____

DATE: 12-13-2022

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

Tom George, Vice President of Acquisitions, 630-258-5299

_____

PRINT

Ownership Disclosure Form Attachment:

Property Owner (See Attached Sheet for PIN(s) and Property Address(es)): TCIH Land Holdings, LLC

Owner Contact Person: Tom George

Owner Address: 3010 N Highland Parkway, Suite 440, Downers Grove, IL, 60515

Owner Phone: (630) 258-5299

Owner(s) of Property Owner: East Gate – Logistics Park Chicago, LLC

Owner(s) of: East Gate – Logistics Park Chicago, LLC

1. Abrams Capital Partners I, L.P., a Delaware limited partnership
2. Abrams Capital Partners II, L.P., a Delaware limited partnership
3. Riva Capital Partners IV, L.P., a Delaware limited partnership
4. NP East Gate, LLC, a Missouri limited liability company

Owner(s) of NP East Gate, LLC

1. Brandmeyer Holdings IX, LLC
2. MAV Boys LLC
3. FFIP III, L.P.
4. Pamela A. Breuckmann, not individually, but as Trustee of the Amended and Restated Pamela A. Breuckmann Revocable Trust u/t/a dated March 10, 2017
5. NorthPoint Holdings, LLC
6. Patrick Robinson

Owners of NorthPoint Holdings, LLC

1. Nathaniel Hagedorn
2. FFIP III, LP
3. Brandmeyer Holdings – Northpoint, LLC
4. Pamela A. Breuckmann, not individually, but as Trustee of the Amended and Restated Pamela A. Breuckmann Revocable Trust u/t/a dated March 10, 2017
5. Brandmeyer Holdings – Northpoint II, LLC

PLAT OF ANNEXATION TO THE CITY OF JOLIET

OF:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

BASIS OF BEARINGS

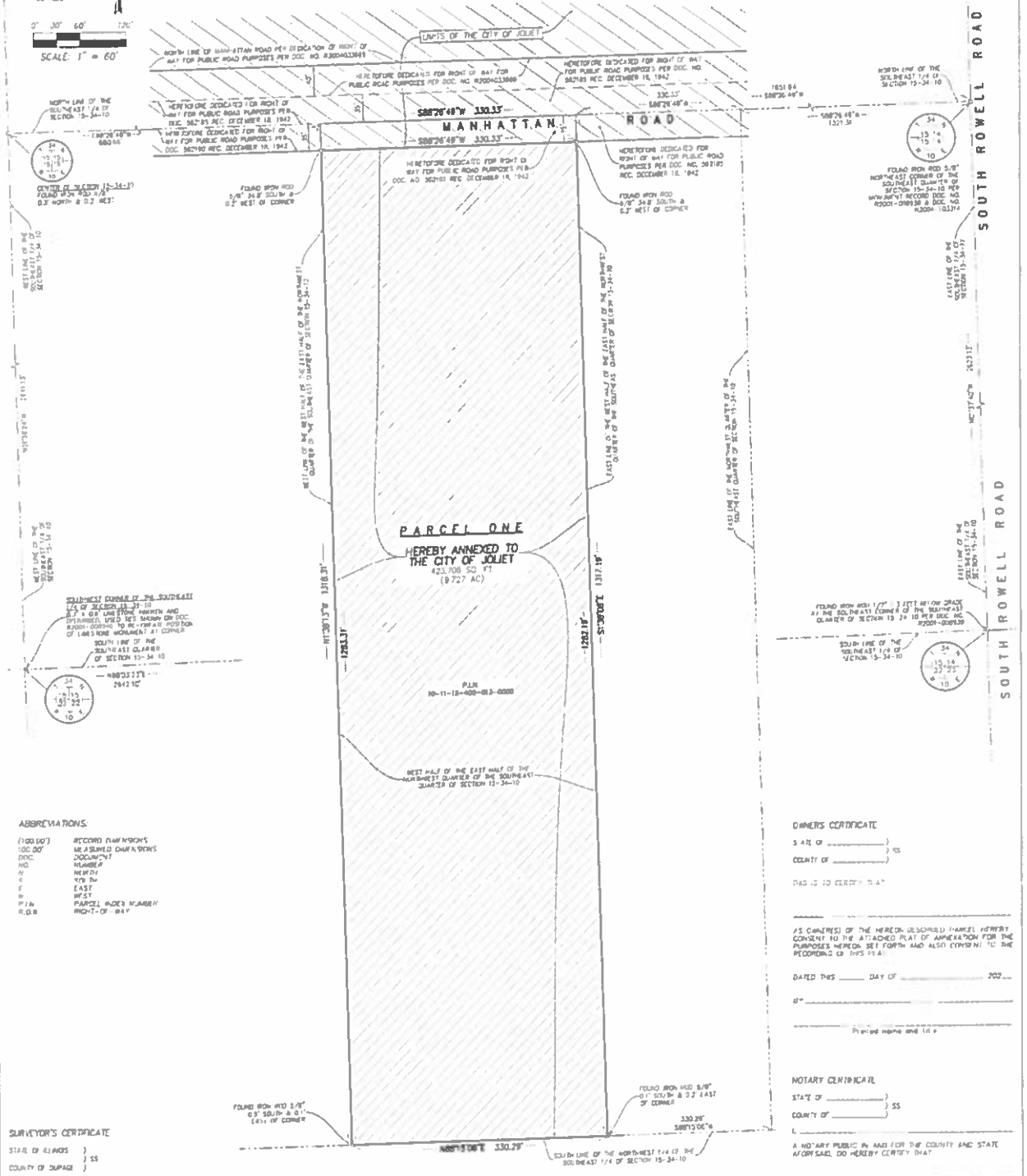
ILLINOIS STATE PLANE COORDINATES EAST ZONE AND 83 (1 997)

NOTE: HORIZONTAL DISTANCES AND AREAS HAVE BEEN ADJUSTED TO GROUND VALUES AND WERE ESTABLISHED USING REAL TIME KINEMATIC (RTK) GPS METHODS

N

0' 30' 60' 120'

SCALE: 1" = 60'



ABBREVIATIONS:

(100.00')	RECORD DIMENSION
100.00'	MEASURED DIMENSIONS
DOC.	DOCUMENT
NO.	NUMBER
N	NORTH
S	SOUTH
E	EAST
W	WEST
P.I.N.	PARCEL IDENTIFICATION NUMBER
R.O.W.	RIGHT-OF-WAY

OWNER'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT

AS OWNER(S) OF THE HEREIN DESCRIBED PARCEL HEREBY CONSENT TO THE ATTACHED PLAT OF ANNEXATION FOR THE PURPOSES HEREIN SET FORTH AND ALSO CONSENT TO THE RECORDING OF THIS PLAT.

DATED THIS _____ DAY OF _____ 202__.

BY: _____

_____
Printed name and title

NOTARY CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____

A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE (THEY) SIGNED THIS PLAT AS HIS (THEIR) OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ___ DAY OF _____ 202__.

BY: _____
Notary Public

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, TIMOTHY S. HOLTZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE MAP HEREON FROM SURVEYS AND OFFICIAL RECORDS FOR THE PURPOSE OF ANNEXING THE SAME INTO THE CITY OF JOLIET, ILLINOIS, AND THE MAP HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED.

GIVEN UNDER MY HAND AND SEAL,

THIS 15th DAY OF DECEMBER, 2022

Timothy S. Holtz
Jacob & Hefner Associates, Inc
Illinois Professional Land Surveyor No. 035-003535
My License Expires November 30, 2024

LEGEND

LIMITS OF THE CITY OF JOLIET

HEREBY ANNEXED TO THE CITY OF JOLIET (PARCEL 1)

LEGAL DESCRIPTION PROPERTY (P.I.N. 10-11-15-400-013-0000)

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF ANNEXATION AREA (PARCEL 1)

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE CITY OF JOLIET

Survey No.:	F3456
Ordered By:	NorthPoint Development
Description	Plat of Annexation
Date Prepared	December 16, 2022
Scale	1" = 60'
Drawn By	

JACOB & HEFNER ASSOCIATES

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

BEFORE THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS

PETITION FOR ANNEXATION TO THE CITY OF JOLIET

Pursuant to Section 7-1-8 of the Illinois Municipal Code, the undersigned being duly sworn, states on oath as follows:

1. The undersigned is duly authorized by law to execute and file this Petition for Annexation.

2. The undersigned is the owner of record of all of the land within the territory described in Exhibit "A" ("Territory"), attached hereto and incorporated herein by reference.

3. The undersigned constitutes at least 51% of the electors residing within the Territory, if any.

4. The Territory is not within the corporate limits of any municipality.

5. The undersigned requests the annexation of the Territory to the City of Joliet, Illinois, together with that portion of any highway adjoining the Territory, which is not within any municipality.

DATE: 12-15-2022

Dale M. Steffes

Dale M. Steffes (Petitioner)

JAS Family Trust u/t/a Janet A. Steffes Trust dated December 31, 2012

Christi Benson, Trustee

By: Christi Benson, Trustee (Petitioner)

Subscribed and Sworn to before me
this 15th day of December, 2022.

Jennifer M Ealey

NOTARY PUBLIC

OFFICIAL SEAL
JENNIFER M EALEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/08/24

2023 APR04 PM04:18:40
CHRISTA M. DESIDERIO
City Clerk
Joliet, Illinois
RECEIVED

EXHIBIT A

The Southeast Quarter of the Southwest Quarter of Section 15 in Township 34 North, (excepting therefrom that part of said Southeast Quarter of the Southwest Quarter lying Southwesterly of the centerline of Manhattan Creek) and that part of the Southwest Quarter of the Southeast Quarter of Section 15, in Township 34 North lying Northeasterly of the centerline of Manhattan Creek, in Range 10 East of the Third Principal Meridian, in Will County, Illinois.

2023 APR04 PM04:18:56
CHRISTA M. DESIDERIO
City Clerk
Joliet, Illinois
RECEIVED

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:

46 Acres in Jackson Township, Will County, Illinois

PIN(s): 10-11-15-400-011-0000

III. *PROPERTY OWNERSHIP*

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

☒	**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
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**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 or the right to direct the affairs of the organization

Dale M. Steffes - 25217 S. Chicago Road, Elwood, Illinois 60421 - Undivided 50%

Christi Benson, Trustee of the JAS Family Trust u/t/a Janet A. Steffes Trust dated December 31, 2012 - 25217 S. Chicago Road, Elwood, Illinois 60421 - Undivided 50%

E-MAIL: _____ **FAX:** _____

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

_____

_____

_____

_____

E-MAIL:_____ **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: Dale Steffes Christi Benson, Trustee

DATE: Dec 15, 2022

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

Dale Steffes, Individually

Christi Benson, Trustee

PRINT

PLAT OF ANNEXATION TO THE CITY OF JOLIET

OF

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 34 NORTH, (EXCEPTING THEREFROM THAT PART OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTHWESTERLY OF THE CENTERLINE OF MANHATTAN CREEK) AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, IN TOWNSHIP 34 NORTH LYING NORTHEASTERLY OF THE CENTERLINE OF MANHATTAN CREEK, IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT

_____

AS OWNER(S) OF THE HEREON DESCRIBED PARCEL HEREBY CONSENT TO THE ATTACHED PLAT OF ANNEXATION FOR THE PURPOSES HEREIN SET FORTH AND ALSO CONSENT TO THE RECORDING OF THIS PLAT

DATED THIS _____ DAY OF _____, 202__

BY _____

_____
Printed name and Title

NOTARY CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____

A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE (THEY) SIGNED THIS PLAT AS HIS (THEIR) OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____ 202__

BY: _____
Notary Public

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE MAP HEREON FROM SURVEYS AND OFFICIAL RECORDS FOR THE PURPOSE OF ANNEXING THE SAME INTO THE CITY OF JOLIET, ILLINOIS, AND THE MAP HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID PROPERTY TO BE ANNEXED

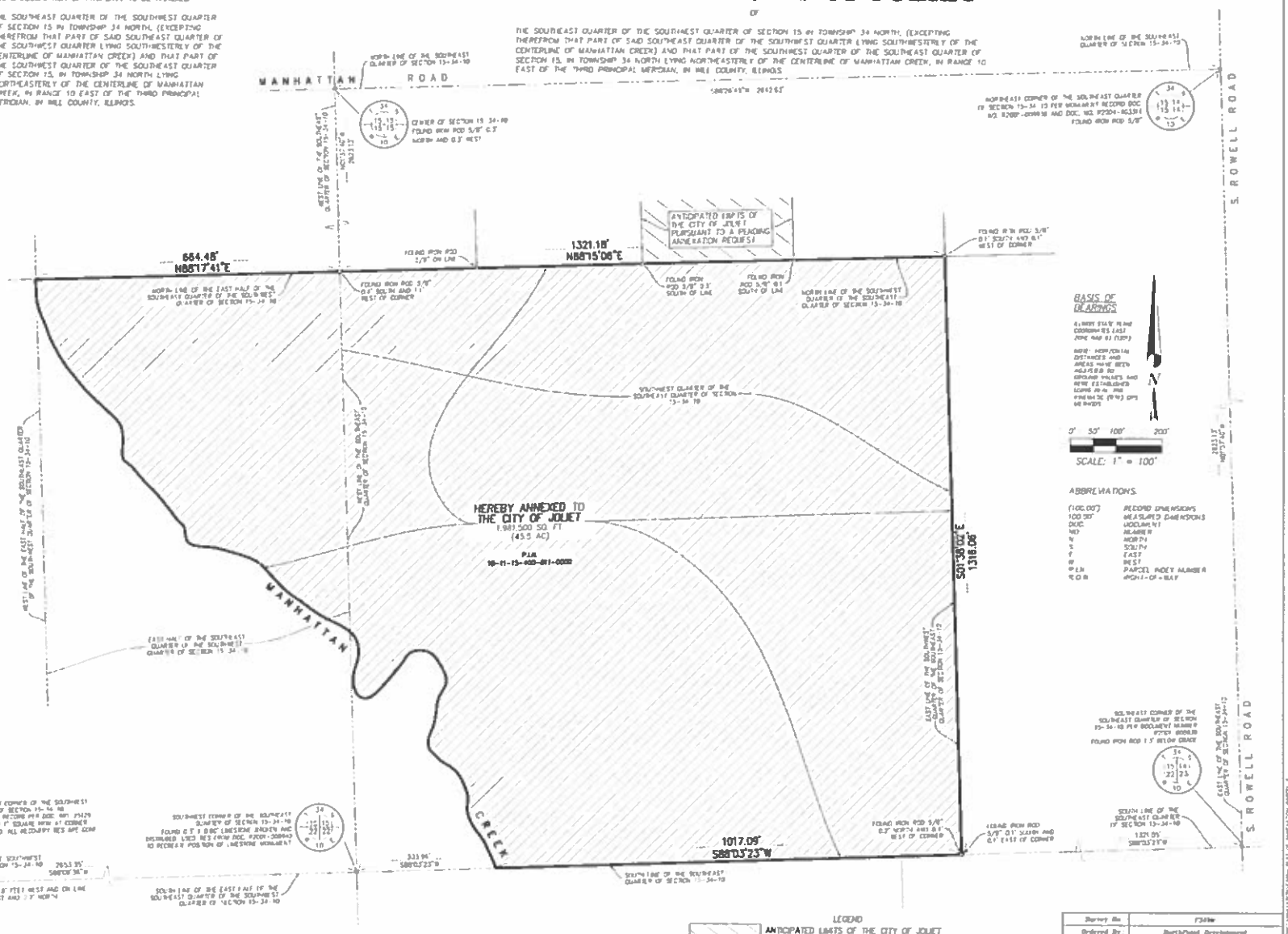
GIVEN UNDER MY HAND AND SEAL,

THIS 15th DAY OF DECEMBER, 2022.

Timothy G. Wolfe
Jacob & Hefner Associates, Inc
Illinois Professional Land Surveyor No. 035-003535
My License Expires November 30, 2024

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 34 NORTH, (EXCEPTING THEREFROM THAT PART OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTHWESTERLY OF THE CENTERLINE OF MANHATTAN CREEK) AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, IN TOWNSHIP 34 NORTH LYING NORTHEASTERLY OF THE CENTERLINE OF MANHATTAN CREEK, IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



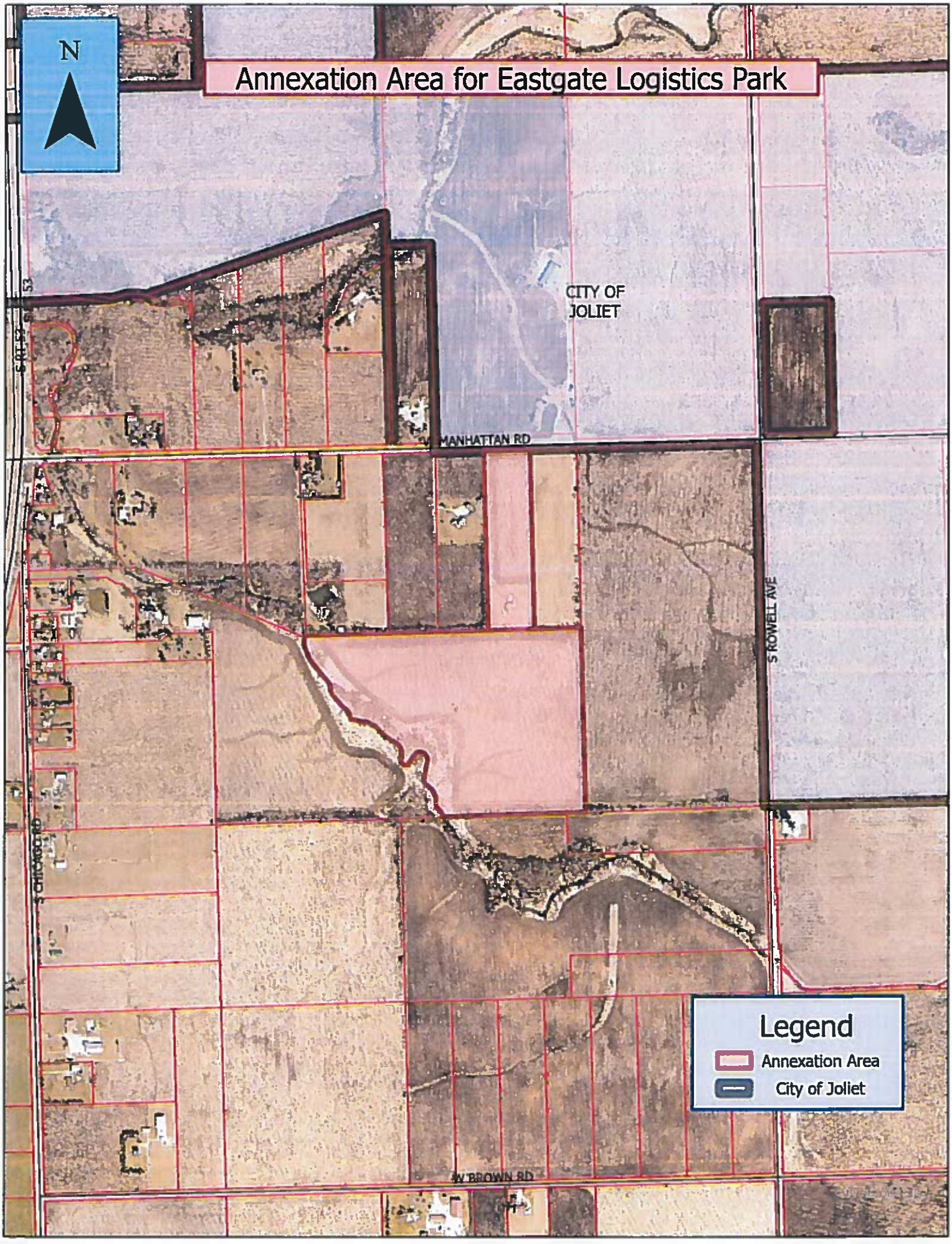
LEGEND

ANTICIPATED LIMITS OF THE CITY OF JOLIET PURSUANT TO A PENDING ANNEXATION REQUEST

HEREBY ANNEXED TO THE CITY OF JOLIET

Survey No.	13496
Ordered By:	Smithwood Development
Description:	Plat of Annexation
Date Prepared:	December 15, 2022
Scale:	1" = 100'
Prepared By:	TGW

JACOB & HEFNER ASSOCIATES
1333 Burnham Road, Suite 200, Bonnie Brook, IL 60441
PHONE: (630) 562-9000 FAX: (630) 972-9010
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-001697 Exp. 4/30/23


N
Annexation Area for Eastgate Logistics Park
CITY OF JOLIET
MANHATTAN RD
S ROWELL AVE
S CHICAGO RD
W BROWN RD
Legend
Annexation Area
City of Joliet

BUILDING AREA SUMMARY

BUILDING NUMBER	TOTAL GROSS BUILDING AREA (SF)	ELWOOD GROSS BUILDING AREA (SF)	JOLIET GROSS BUILDING AREA (SF)	MANHATTAN GROSS BUILDING AREA (SF)
BUILDINGS B-F	2,020,505	2,020,505		
BUILDING 2	752,400		752,400	
BUILDING 3	1,320,600		1,320,600	
BUILDING 4A	513,000		513,000	
BUILDING 4B	547,200		547,200	
BUILDING 5A	910,290		910,290	
BUILDING 5B	826,500		826,500	
BUILDING 6	591,660		591,660	
BUILDING 7A	1,380,000		1,380,000	
BUILDING 7B	1,260,000		1,260,000	
BUILDING 8A	524,400		524,400	
BUILDING 8B	684,000		684,000	
BUILDING 8C	564,300		564,300	
BUILDING 8D	564,300		564,300	
BUILDING 9	752,400		752,400	
BUILDING 10	752,400		752,400	
BUILDING 11	1,085,850		1,085,850	
BUILDING 12	1,202,700		1,202,700	
BUILDING 13	136,800		136,800	
BUILDING 14	547,200		547,200	
BUILDING 15	615,600		615,600	
BUILDING 16	222,300		222,300	
BUILDING 17	282,150		282,150	
BUILDING 18	208,040		208,040	
BUILDING 19	188,190		188,190	
BUILDING 20	109,200		109,200	
TOTAL	18,561,985	2,020,505	16,541,480	14,510,050

GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION HAS BEEN OBTAINED FROM WILL COUNTY GIS VECTOR DATA AND SUPPLEMENTED WITH EXISTING SURVEY DATA WHERE AVAILABLE.
2. ULTIMATE LIMITS OF ELWOOD/MANHATTAN PER VILLAGE OF MANHATTAN BOUNDARY AGREEMENT (RES. 368-06), DATED NOVEMBER 7, 2006 AND VILLAGE OF ELWOOD BOUNDARY LINE AGREEMENT (ORD. 836), DATED NOVEMBER 15, 2006. NOTE: SOME AREAS WITHIN EXHIBIT ARE CURRENTLY NOT ANNEXED.

GEOMETRIC NOTES:

1. ALL BUILDING WIDTHS ARE 570' UNLESS OTHERWISE NOTED.
2. ALL TRUCK DOCK/TRAILER AREA WIDTHS ARE 185.5' UNLESS OTHERWISE NOTED.

STORMWATER MANAGEMENT ASSUMPTIONS:

1. COMPENSATORY STORAGE LAND AREA ALLOCATION NORTH OF BROWN ROAD EXCEEDS THAT OF THE LAKEWOOD HOMES CLOMR (NOT EXECUTED BUT APPROVED), DATED MAY 11, 2005. THE CURRENTLY PROPOSED SCOPE IS NOT IDENTICAL TO THAT OF THE LAKEWOOD HOMES PROJECT BECAUSE OF THE REQUIRED WATERWAY RELOCATION, THEREFORE EXTENSIVE HYDRAULIC MODELING IS REQUIRED TO DETERMINE ACTUAL REQUIRED FLOODPLAIN LIMITS. THE CONFIGURATION SHOWN INVOLVES RELOCATION OF THE UNNAMED TRIBUTARY BUT NOT OF MANHATTAN CREEK.
2. ALL OTHER COMPENSATORY STORAGE IS ASSUMED TO BE A 1:1 LAND AREA RATIO (COMPENSATORY ALLOCATION-FLOODPLAIN) FOR PLANNING PURPOSES. EXISTING FLOODPLAIN IS "ZONE A" AND IS EXTREMELY LIMITED IN ACCURACY. THE ASSUMED COMPENSATORY STORAGE ALLOCATIONS ARE THEREFORE POTENTIALLY INACCURATE. AN EXISTING FLOOD STUDY IS REQUIRED IN ORDER TO VERIFY AND IMPROVE THE ACCURACY OF THE FLOODPLAIN LIMITS.
3. DETENTION BASIN "BOUNCE" ASSUMED TO BE 5' IN ALL CASES.
4. DETENTION BASIN SIDE SLOPES ASSUMED TO BE 3:1 IN ALL CASES.

GRAPHIC SCALE 1"= 800'
0 400' 800' 1,600'

LEGEND
- EXISTING ROADWAY
- PROPOSED ROADWAY
- PROPOSED TRUCK BARRIER
- PROPOSED LANDSCAPE BUFFER
- EXISTING PIPELINES

CONCEPTUAL SITE PLAN – JOLIET & ELWOOD

COMPASS BUSINESS PARK
NORTHPOINT DEVELOPMENT
JOLIET/ELWOOD, ILLINOIS

No.	Description	Date
1	DRAFT	1/15/20

DRAFT CONCEPT

JACOB & HEFNER ASSOCIATES
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

COMPASS BUSINESS PARK

1" = 800'
F345
EXHIBIT A

H:\F\F345\E\Dwg\Prel\Exhibits\F345-Site Plan Exhibit.dwg

SITE PLAN ADDITIONS SUMMARY

BUILDING NUMBER	TOTAL GROSS BUILDING AREA (SF)
BUILDING 37	409,500
BUILDING 35	1,044,000
PROJECT COR BUILDING A	1,603,125
PROJECT COR BUILDING B	1,071,676
BUILDING 32	264,000
BUILDING 31	291,600
BUILDING 25	1,116,000
BUILDING 26A INCREASE	290,700
TOTAL/ AVERAGE	6,090,601

GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION HAS BEEN OBTAINED FROM WILL COUNTY GIS VECTOR DATA AND SUPPLEMENTED WITH EXISTING SURVEY DATA WHERE AVAILABLE.

STORMWATER MANAGEMENT ASSUMPTIONS:

1. ALL COMPENSATORY STORAGE IS ASSUMED TO BE A 1:1 LAND AREA RATIO (COMPENSATORY ALLOCATION/FLOODPLAIN) FOR PLANNING PURPOSES. EXISTING FLOODPLAIN IS "ZONE A" AND IS EXTREMELY LIMITED IN ACCURACY. THE ASSUMED COMPENSATORY STORAGE ALLOCATIONS ARE THEREFORE POTENTIALLY INACCURATE. AN EXISTING FLOOD STUDY IS REQUIRED IN ORDER TO VERIFY AND IMPROVE THE ACCURACY OF THE FLOODPLAIN LIMITS.
2. DETENTION BASIN "BOUNCE" ASSUMED TO BE 5' IN ALL CASES.
3. DETENTION BASIN SIDE SLOPES ASSUMED TO BE 3:1 IN ALL CASES.

LEGEND

- EXISTING ROADWAY
- PROPOSED ROADWAY
- PROPOSED TRUCK BARRIER
- PROPOSED LANDSCAPE BUFFER
- EXISTING PIPELINES
- APPROXIMATE LOCATION OF EXISTING ZONE A FLOOD HAZARD AREA
- FLOODPLAIN COMPENSATION STORAGE BASIN

No.	Description	Date
2	DRAFT	08/30/24
1	ORIGINAL EXHIBIT DATE	08/23/24

DRAFT CONCEPTUAL SITE PLAN FOR NORTHERN ACCESS
PROJECT COR
COMPASS BUSINESS PARK
NORTHPOINT DEVELOPMENT
JOLIET, ILLINOIS

JACOB & HEFNER ASSOCIATES
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

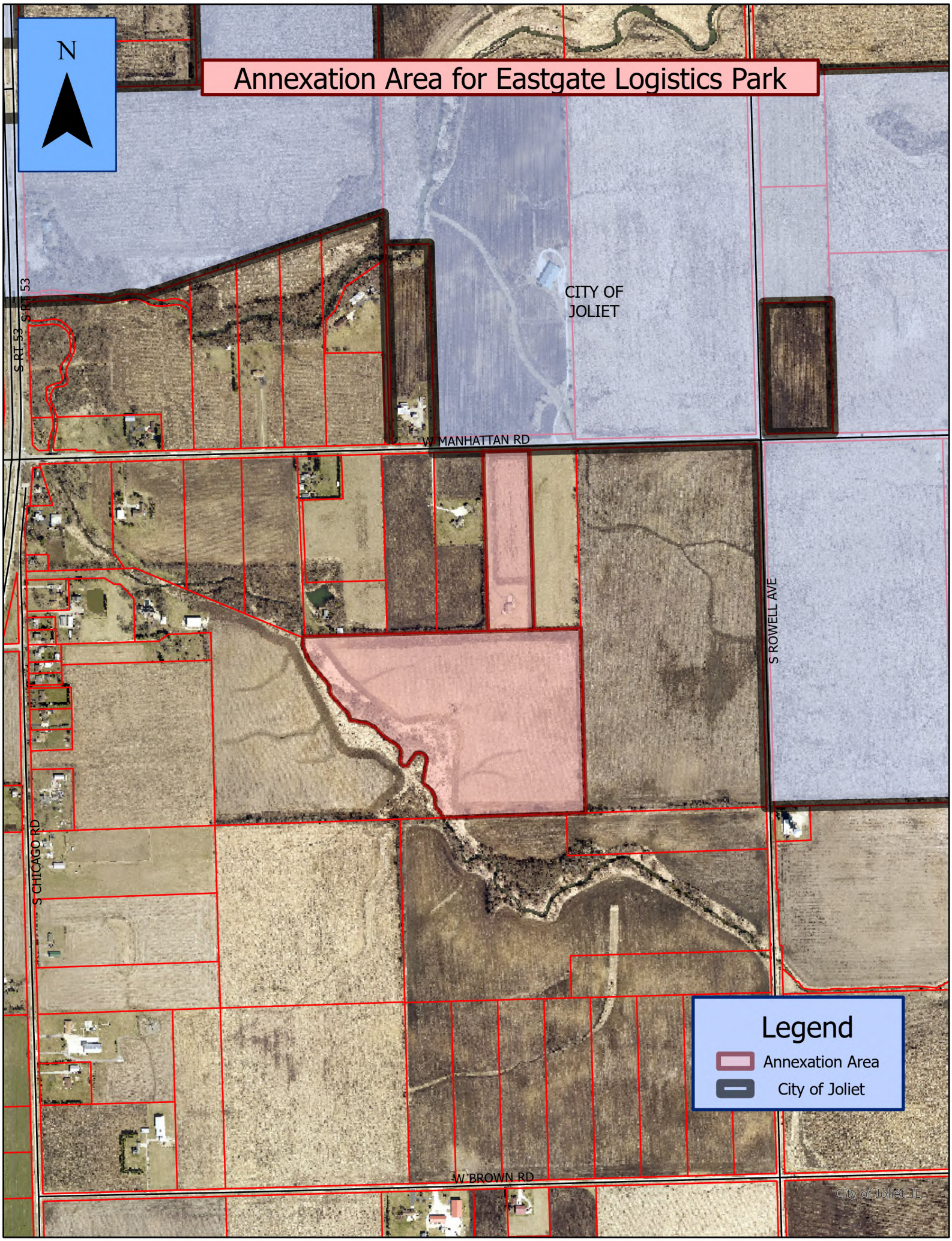
COMPASS BUSINESS PARK

1" = 600'

F345c

EXHIBIT

H:\F\F345\F345c\E\Dwg\Pre\Exhibits\Smith Property RFP 1 & 2\F345c-Site Plan Exhibit_Northern Access.dwg


N
Annexation Area for Eastgate Logistics Park
CITY OF JOLIET
S RT 53
S RT 53
W MANHATTAN RD
S ROWELL AVE
S CHICAGO RD
W BROWN RD
Legend
Annexation Area
City of Joliet
City of Joliet, IL

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 183-23

File ID: 183-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/04/2023

Department: Community Development **Final Action:**

Title: **Approval of Ordinances Regarding the Annexation of Certain Parcels (parcel at 18651 W. Manhattan Road and parcel south of 18651 W. Manhattan Road), connecting to City Limits. (A-4-23)**

Agenda Date: 04/18/2023

Attachments: 18651 W Manhattan Road - Annexation Ord., South of 18651 W Manhattan Road - Annexation Ord., A-4-23 - Petitions and Ownership Disclosures, Development Proposal.1.17.20.jpg, 210830 F345c-Site Plan Exhibit_Northern Access(1), Annexation Area Map

Entered by: jtorri@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Eva-Marie Tropper	Approve	4/12/2023
1	2	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	3	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 184-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Amending Chapter 2, Article XVI, Section 2-506(a)(3) of the City of Joliet Code of Ordinances (Amending the Duties of the Inspector General)

BACKGROUND:
The Office of the Inspector General has been created by the Mayor and City Council. Part of that Ordinance, Section 2-506, outlines the duties of the Inspector General. Specifically, Section 2-506(a)(3) requires the Inspector General to report results of investigation to the Mayor. In order to ensure transparency between the Inspector General and the City, the Inspector General will report results of investigation to the Mayor and City Council.

RECOMMENDATION:
The Administration recommends the Mayor and the City Council approve the attached Resolution which amends Chapter 2, Article XVI, Section 2-506(a)(3) of the Joliet City Ordinances.

powered by Legistar™

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 2, ARTICLE XVI, SECTION 2-506(a)(3)
OF THE CITY OF JOLIET CODE OF ORDINANCES
(Amending the Duties of the Inspector General)

WHEREAS, the Mayor and City Council of the City of Joliet, Illinois (City) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Office of the Inspector General has been created to, in part, investigate the performance of functions and programs of the City of Joliet; and

WHEREAS, the Mayor and City Council have seen fit to amend the duties and responsibilities of the position; and

WHEREAS, the City of Joliet is a home rule unit of local government.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the remainder of this Ordinance are true, correct and complete and are hereby incorporated into this Ordinance by reference.

SECTION 2: That Chapter 2, Article XVI, Section 2-506(a)(3) of the City of Joliet Code of Ordinances shall be amended and read as follows:

(3) To report to the Mayor and City Council concerning results of investigations undertaken by the office of inspector general;

SECTION 3: In the event that any provision or provisions, or portion or portions of this ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

SECTION 4: All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be deemed severable and the invalidity of any portion hereof shall not invalidate the remainder.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2023.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 184-23

File ID: 184-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/05/2023

Department: Legal **Final Action:**

Title: Ordinance Amending Chapter 2, Article XVI, Section 2-506(a)(3) of the City of Joliet Code of Ordinances (Amending the Duties of the Inspector General)

Agenda Date: 04/18/2023

Attachments: 2023-04-10 IG Ordinance Amendment

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	2	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 185-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinances Associated with the Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road and the Development of the Imperial Site LLC Subdivision. - (TO BE TABLED)

Ordinance Approving the Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road. (A-1-23) - (TO BE TABLED)

Ordinance Approving the Classification of 8.81 Acres Located at 18204 N.W. Frontage Road to I-1 (Light Industrial) Zoning. (A-1-23) - (TO BE TABLED)

Ordinance Approving a Special Use Permit to Allow a Trucking Facility with Repair, Located at 1603 N.W. Frontage Road. (Petition 2023-12) - (TO BE TABLED)

Ordinance Approving the Preliminary Plat of Imperial Site LLC Subdivision. (P-4-23) - (TO BE TABLED)

Ordinance Approving the Final Plat of Imperial Site LLC Subdivision. (FP-4-23) - (TO BE TABLED)

Ordinance Approving the Recording Plat of Imperial Site LLC Subdivision. (RP-6-23) - (TO BE TABLED)

Ordinance Approving the Reclassification of 8.85 Acres Located at 1603 N.W. Frontage Road from B-3 (General Business) to I-1 (Light Industrial) Zoning. (Z-1-23) - (TO BE TABLED)

TABLING REQUEST:
City staff requests that these items be tabled to the May 16, 2023, meeting of the City Council to allow additional time to review the provision of public utility and drainage easements and fire hydrant coverage for the subject property. The petitioner intends to work with City staff to address these items before the May 16 meeting date.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 185-23

File ID: 185-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/05/2023

Department: Planning and Zoning **Final Action:**

Title: **Ordinances Associated with the Annexation of 8.81 Acres Located at 18204 N.W. Frontage Road and the Development of the Imperial Site LLC Subdivision. - (TO BE TABLED)**

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Agenda Date: 04/18/2023

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Jim Torri	Approve	4/12/2023
1	2	4/11/2023	Eva-Marie Tropper	Approve	4/12/2023
1	3	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023

Memo

File #: 186-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Approving a Special Use Permit to Allow a Temporary Staffing Agency, Located at 235 Collins Street (ZBA 2023-13)

BACKGROUND:
The petitioner, Creative Development Property Group, LLC, is requesting a special use permit to allow SURESTAFF, a full-service staffing firm, to locate in a tenant space within a commercial building at 235 Collins Street. Per the City of Joliet Zoning Ordinance, temporary employment agencies may be allowed as special uses within the B-3 (general business) district. The Zoning Ordinance defines temporary employment agencies as entities engaged in "the business of securing or attempting to secure employment of a temporary or finite duration for persons seeking employment."

SURESTAFF provides temporary, temp-to-hire, direct hire, and onsite management staffing services, with local offices throughout Illinois and in several other states. The company specializes in the commercial, light industrial, skilled trades, and professional sectors. SURESTAFF serves over 1,200 companies in the Chicagoland area; local clients include Goya Foods, WeatherTech, Personalization Mall, and Neovia Logistics. A company brochure and corporate fact sheet are included as attachments to this memo.

According to the petitioner, the proposed use is a professional office, similar to other professional and office uses permitted in the B-3 district. The proposed office location would see an average of 10 to 20 applicants per day. The office would be used for applicant interviews, testing, and training, and meeting with clients. The proposed hours of operation are 7:00 a.m. to 7:00 p.m. Monday through Friday. This office would have 4 to 6 employees.

The subject site, 235 Collins Street, is zoned B-3 (general business) and is approximately 0.43 acres. A 4,515 square foot three-tenant commercial building is planned for this site. The staffing company is proposed for tenant space A; the other two tenant spaces are proposed as commercial / retail uses. The site plan shows 22 off-street parking spaces for the development. In March 2017, the Zoning Board of Appeals approved variations on building setbacks, landscaping setbacks, and parking (to reduce required off-street spaces by 1 space) for this site. A site plan and floor plan are included as attachments to this memo.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter on March 16, 2023. John Murphey, attorney for the petitioner, and Doug Howard, with SURESTAFF, 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 denial of the Special Use Permit request to allow a staffing agency at 235 Collins Street. Pat McShane seconded the motion, which failed with (3) aye votes and (4) nay votes. Therefore, the petition moves on to City Council without a recommendation.

Voting aye were: Alessio, Riggs, and McShane. Voting nay were: Hennessy, Nachtrieb, Safford, and Roehr.

RECOMMENDATION:
The Administration recommends that the Mayor and City Council adopt an Ordinance approving the Special Use Permit to allow a temporary staffing agency at 235 Collins Street, subject to the following conditions:

1. That the facility shall not permit the assembly or transportation of temporary workers to a particular job site;

2. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained;

3. 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

4. That the business shall be registered with the City Clerk’s Office.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
(235 Collins Street)

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 _____, 2023

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PINS: 30-07-10-317-032-0000 and 30-07-10-317-016-0000
ADDRESS: 235 Collins Street
ZBA APPROVED: No recommendation
PETITION #: 2023-13

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: 235 Collins Street

1. **LEGAL DESCRIPTION OF PROPERTY:**

   PARCEL 1: SUB-LOT 1 AND THE NORTH ½ OF SUB-LOT 4, IN A.B. MEEKER'S SUBDIVISION OF LOTS 1, 2, 3, AND 4, IN BLOCK 36, IN BOWEN'S ADDITION TO JULIET (NOW JOLIET), IN THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1880 AS DOCUMENT NO. 116605, IN WILL COUNTY, ILLINOIS.

   PARCEL 2: SUB-LOT 5 AND THE SOUTH ½ OF SUB-LOT 4, IN A.B. MEEKER'S SUBDIVISION OF LOTS 1, 2, 3, AND 4, IN BLOCK 36, IN BOWEN'S ADDITION TO JULIET (NOW JOLIET), IN THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1880 AS DOCUMENT NO. 116605, IN WILL COUNTY, ILLINOIS.

   PINS: 30-07-10-317-032-0000 and 30-07-10-317-016-0000

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

   A Special Use Permit to allow a temporary staffing agency.

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

   1. That the facility shall not permit the assembly or transportation of temporary workers to a particular job site;

   2. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained;

   3. 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

   4. That the business shall be registered with the City Clerk's Office.

STAFF REPORT

DATE: March 6, 2023
TO: Zoning Board of Appeals
FROM: Planning Staff
RE: Petition Number: 2023-13
Applicant: Creative Development Property Group, LLC
Owner: Same
Location: 235 Collins Street
Request: A Special Use Permit to allow a temporary staffing agency

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Purpose

The petitioner is requesting a Special Use Permit to allow a temporary staffing company within one of the tenant spaces in a new commercial building at 235 Collins Street. Per the City of Joliet Zoning Ordinance, temporary employment agencies may be allowed as special uses within the B-3 (general business) district. The Zoning Ordinance defines temporary employment agencies as entities engaged in "the business of securing or attempting to secure employment of a temporary or finite duration for persons seeking employment." The Mayor and City Council make the final decision on the Special Use request, with the advice of the Zoning Board of Appeals in accordance with Section 47-5.2.

Site Specific Information

The subject site is approximately 0.43 acres and comprises the two parcels at the southwest corner of Collins Street and Benton Street. A 4,515 square foot three-tenant commercial building is planned for this site. The staffing company is proposed for tenant space A; the other two tenant spaces are proposed as commercial / retail uses. The site plan shows 22 off-street parking spaces for the development. The property is zoned B-3 (general business).

In March 2017, the Zoning Board of Appeals approved variations on building setbacks, landscaping setbacks, and parking (to reduce required off-street spaces by 1 space) for this site.

Surrounding Zoning, Land Use and Character

- North: R-4 (multi-family residential), residential
- South: R-2 (single-family residential), residential
- East: B-3 (general business), commercial
- West: R-4 and R-2, residential

Applicable Regulations

- Section 47-11.2A (C) Special Uses – B-1 Neighborhood Business District
- Section 47-5.2 (C) Criteria for issuance of a Special Use Permit (refer to attachment)

Discussion

The petitioner, Creative Development Property Group, LLC, is requesting a special use permit to allow SURESTAFF, a full-service staffing firm, to locate in a tenant space within a commercial building at 235 Collins Street. SURESTAFF provides temporary, temp-to-hire, direct hire, and onsite management staffing services, with local offices throughout Illinois and in several other states. The company specializes in the commercial, light industrial, skilled trades, and professional sectors. SURESTAFF serves over 1,200 companies in the Chicagoland area; local clients include Goya Foods, WeatherTech, Personalization Mall, and Neovia Logistics. The petitioner has included a company brochure and corporate fact sheet with their application (see attached).

According to the petitioner, the proposed use is a professional office, similar to other professional and office uses permitted in the B-3 district. The proposed office location would see an average of 10 to 20 applicants per day. The office would be used for applicant interviews, testing, training, and meeting with clients. The proposed hours of operation are 7:00 a.m. to 7:00 p.m. Monday through Friday. This office would have 4 to 6 employees.

Conditions

If the Zoning Board desires to approve this Special Use Permit to allow a temporary staffing agency at 235 Collins Street, the following conditions would be included:

1. That the interviewing, hiring, and congregation of temporary day labor employees shall be prohibited within the facility and on the site;

2. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained;

3. 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

4. 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: Collins Benton Plaza

Petition #: 2023-

Common Address: 235 Collins St.

Date filed: 02/03/23

Meeting date requested: 03/16/23

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR SPECIAL USE PERMIT

City of Joliet Planning Division, 150 W. Jefferson St., Joliet, IL 60432
Ph (815)724-4050 Fax(815)724-4056

PETITIONER'S NAME: Creative Development Property Group, LLC

HOME ADDRESS: n/a ZIP CODE:

BUSINESS ADDRESS: 200 W. Madison St., Suite 4200, Chicago, IL ZIP CODE: 60606

PHONE:(Primary) 312-332-4172 (Secondary)

FAX: EMAIL ADDRESS: andrea@nationalplazas.com

ADDRESS FOR WHICH SPECIAL USE IS REQUESTED: 235 Collins St., Joliet, IL 60432

PROPERTY INTEREST OF PETITIONER: Property Owner

OWNER OF PROPERTY: Creative Development Property Group, LLC

HOME ADDRESS: n/a ZIP CODE:

BUSINESS ADDRESS: 200 W. Madison St., Suite 4200, Chicago, IL ZIP CODE: 60606

FAX: EMAIL ADDRESS: andrea@nationalplazas.com

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*):

N/A

OTHER PROJECTS AND/OR DEVELOPMENTS:

N/A

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 30-07-10-317-032-0000; 30-07-10-317-016-0000; _____; _____.

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):
See attached Exhibit A

LOT SIZE: WIDTH: 132' DEPTH: 140' AREA: 18,480 sq. ft.

PRESENT USE & ZONING: Vacant Land, Zoned B-3

NORTH: R-4 EAST: B-3

SOUTH: R-2 WEST: R-4

SPECIAL USE REQUESTED: Temporary Staffing Agency. Per City Manager's Administrative Determination of 8/8/22, (Attached), a Temporary Staffing Agency is an allowable Special Use in the B-3 Zoning District.

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?

There will be no detriment. The use proposed is indistinguishable with professional and other office uses permitted as a matter of right in B-3.

2. How will the special use impact properties in the immediate area? No adverse impact. The proposed use is a professional office and indistinguishable from professional and other office uses permitted as a matter of right in B-3.

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

No. The proposed use is a professional office and indistinguishable from professional and other office uses permitted as a matter of right in B-3.

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

Yes.

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

Yes. This use is low impact in terms of traffic and the Subject Property has 22 off street parking spaces available in addition to parking on nearby public streets.

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.

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)?

Not applicable.

A plat of survey is required in order to consider a petition. Please attach a plat of survey to this application.

If a plat of survey is not included, the petition may not be accepted as an agenda item for the Board.

The ownership of all property held in a trust must be submitted on a Certificate of Ownership.
STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, George Hanns, 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)

OFFICIAL SEAL
ANDREA RAGONA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/16/23

Subscribed and sworn to before me this 31st day of January, 2023

In accordance with Resolution No. 1694 of the City of Joliet, all persons residing within 300 ft. of the property referred to in this application must be notified of the proposed re-zoning. The Planning Division will notify these residents 10 days prior to the meeting of the Zoning Board of Appeals.

IMPORTANT!

Failure to supply the following items may result in non-acceptance as an agenda item for the Board:

- Plat of survey
- Business license application (if applicable)
- Notary Public stamp (original copy)
- Permanent Index Number (P.I.N.)
- Legal description
- Joliet Ownership Disclosure form
- All required fees *(Please make check payable to the City of Joliet)*

Thank you!

City of Joliet, Planning Division, 150 W. Jefferson St., Joliet, IL 60432

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:

235 Collins St. Joliet, IL 60432

PIN(s): 30-07-10-317-032-0000 and 30-07-317-016-0000

III. *PROPERTY OWNERSHIP*

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

☐	**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
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**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 or the right to direct the affairs of the organization

Creative Development Property Group, LLC, 100% owner of the real property.

Opportunity Z Group, LLC, Manager of Creative Development Property Group, LLC and owner of 99.99% participating percentage of Creative Development Property Group, LLC.

200 W. Madison St., Suite 4200, Chicago, IL 60606, 312-332-4172

E-MAIL: andrea@nationalplazas.com FAX: _____

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

_____

_____

_____

_____

E-MAIL:_____ **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: _____ George Hanus, President of Creative Development Property Group, LLC

DATE: 1/27/2023

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

Andrea Ragona, Project Manager for Creative Development Property Group, LLC

312-332-4172

EXHIBIT "A"
Legal Description
235 Collins St., Joliet, IL 60432
P.I.N.'s: 30-07-10-317-032-0000 and 30-07-10-317-016-0000

PARCEL 1:

SUB-LOT 1 AND THE NORTH 1/2 OF SUB-LOT 4, IN A.B. MEEKER'S SUBDIVISION OF LOTS 1, 2, 3 AND 4, IN BLOOCK 36, IN BOWDEN'S ADDITION TO JULIET (NOW JOLIET), IN THE SOUTHWEST 1/4 OF SECTION B10, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1880 AS DOCUMENT NO. 116605, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

SUB-LOT 5 AND THE SOUTH 1/2 OF SUB-LOT 4, IN A.B. MEEKER'S SUBDIVISION OF LOTS 1, 2, 3 AND 4, IN BLOCK 36, IN BOWDEN'S ADDITION TO JULIET (NOW JOLIET), IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDEIAN, ACCORDING TO THE PALT THEREOF RECORDED JULY 15, 1880 AS SDOCUMENT NO. 116605, IN WILL COUNTY, ILLINOIS.

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LOCATIONS

ILLINOIS
Arlington Heights, Aurora, Belvidere, Berwyn, Blue Island/Crestwood, Bolingbrook, Carol Stream, Chicago, Dekalb, East Dundee, Elgin, Gurnee, Hanover Park, Hometown, Melrose Park, Oak Park, Plainfield, Round Lake, Summit, Wheeling, Plainfield

TEXAS	INDIANA	WISCONSIN	NEW JERSEY
Dallas - Fort Worth Metro	Indianapolis Metro	Kenosha	Secaucus

SURESTAFF | *Workforce Solutions*

Phone: 630-250-1500
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Address: 150 Pierce Rd. Ste 275
Itasca, IL 60143

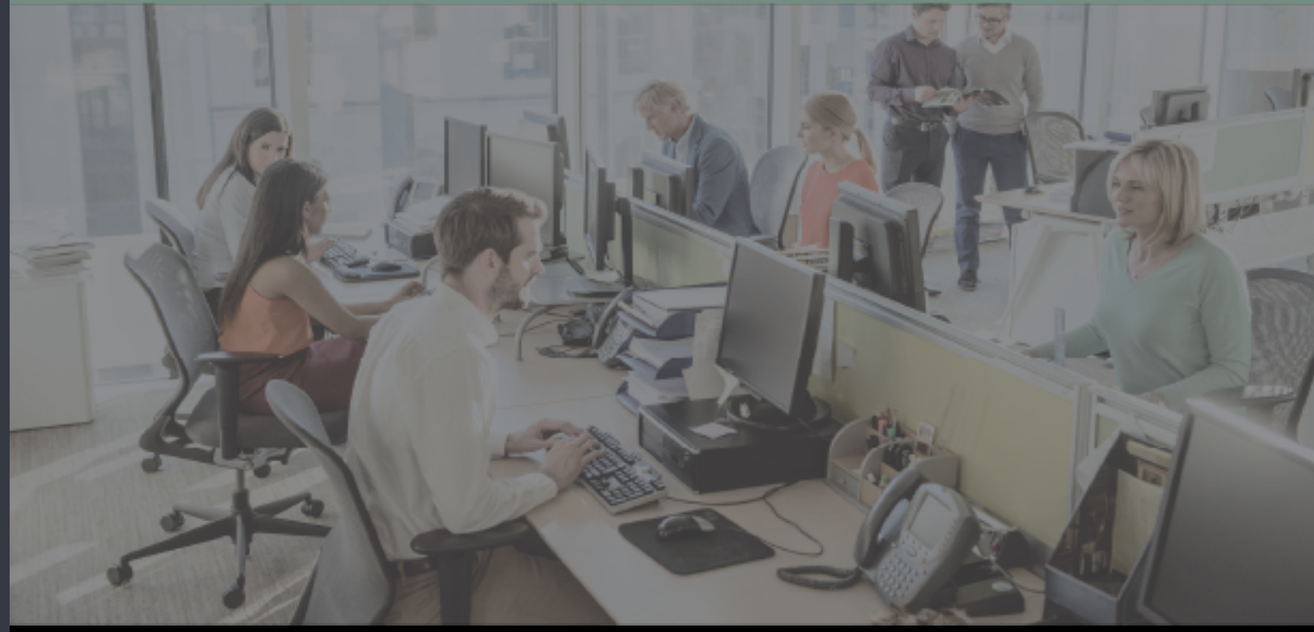
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SURESTAFF | *Workforce Solutions*

Staffing Solutions

WE HELP BUSINESS AND PEOPLE WORK

Surestaff is one of the largest staffing firms in the U.S. We provide staffing solutions to all business sectors - industrial, logistics, office, accounting & finance, legal, and communications. We leverage technology, best practices, and effective processes - combined with engaging recruiting programs - to provide you with employees that are the best fit for your organization. We help business and people work.



Our teams implement best practices and processes that are backed by experts in our powerful delivery models. The result? A solution built from the inside out that delivers measurable results to you.

Workforce Solutions Designed for You

Our value? Delivering the the right people at the right time.

Utilizing technology and a robust National Recruiting Center (NRC), we can provide services at a national scale. Whether temporary, temp-to-hire, direct hire, onsites programs, on demand staffing, or customized solutions, we can deliver what your organization needs - the best people.

We’re experts in workforce management solutions for your logistics, production, office, manufacturing, ecommerce and distribution facilities — whether you need 1 employee or 1,000+ employees — we're here to help.

Dedicated to Successful Client Outcomes

Staffing is a complex business — a business that has been our core for 30+ years. The key to that success comes from partnerships with you, our clients, Associates, and effective recruiting, communications, and safety programs.



"I have been very satisfied with how quickly Surestaff has been able to find qualified candidates. They do an excellent job, have great communication, and offer competitive rates." - ***Custom Assembly Client***

RECRUITING EFFECTIVENESS

Our recruiters are trained on the latest best practices, tools, systems, and processes. We leverage all available platforms and technology allowing us to cast a wide net to source both active and passive candidates. We host one of the largest centralized recruiting centers in the industry allowing for maximum sourcing ability.

SPECIALIZATION

Surestaff provides temporary staffing, temp-to-hire, direct hire and onsite programs - a complete staffing solution for all industrial sectors - logistics, manufacturing, production, assembly, and packaging. We know industrial!

SAFETY & RISK MANAGEMENT

Surestaff integrates safety from the onset of every business relationship. This includes OSHA recording, injury tracking, customized job descriptions and site evaluations. Our expert team members are OSHA 30 certified, with years of experience, who can offer specific safety solutions.

TECHNOLOGY

Our top-ranked ATS improves candidate engagement and linkage to all job platforms, — ZipRecruiter, Indeed, Craigslist, Monster, and advertising platforms — Google, Yahoo, Bing with programmatic ad launches, and advanced candidate referral programs.

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CORPORATE OVERVIEW

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CUSTOMERS

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Buyers of Contingent Labor: Primary clients are provided solutions in a broad range of industries – manufacturing, electronic and mechanical assembly, production and packaging, ecommerce, call centers, logistics and 3PL, distribution, warehousing, food processing, and automotive.

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Doug Howard
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Ray Morelli
Chief Marketing Officer

WEBSITE
www.sure-staff.com

2023-13 SITE PLAN

BENTON STREET

EXISTG UTILITY POST

DRIVEWAY

132.00'

TENANT 'C'
1,358 s.f.

TENANT 'B'
1,358 s.f.

RETAIL
4,515 S.F.

TENANT 'A'
1,800 s.f.

43'

105'

140.25'

31'-7"

41'-10"

5'-6"

10'

15'-4 3/4"

20'

24'

10'

5 SP. @9'-0=45'

9 SP. @9'-0"=81'

11'

15'

9' TYP.

4'-6"

±12'

LOADING

131.93'

EXISTG UTILITY POST TO BE RELOCATED

EXISTG UTILITY POST

DRIVEWAY

COLLINS ST. - RT. 6

6'-0" HIGH x ±140' LONG WOOD PRIVACY FENCE ALONG WEST PROP. - SEE DET 7/AO

6'-0" HIGH x ±132' LONG WOOD PRIVACY FENCE ALONG SOUTH PROP. - SEE DET 7/AO

N

SITE PLAN

SCALE: 1"=20'-0"

EXIT CAPACITY

UIRED	PROVIDED
6"	72"
6"	72"
6"	72"

46
'ROVIDE EXACT

PROPOSED RETAIL BUILDING DEVELOPMENT
COLLINS BENTON PLAZA
235 COLLINS STREET, JOLIET, IL.
FOR: AETNA DEVELOPMENT

SHEET TITLE
SITE PLAN
DETAILS
NOTES

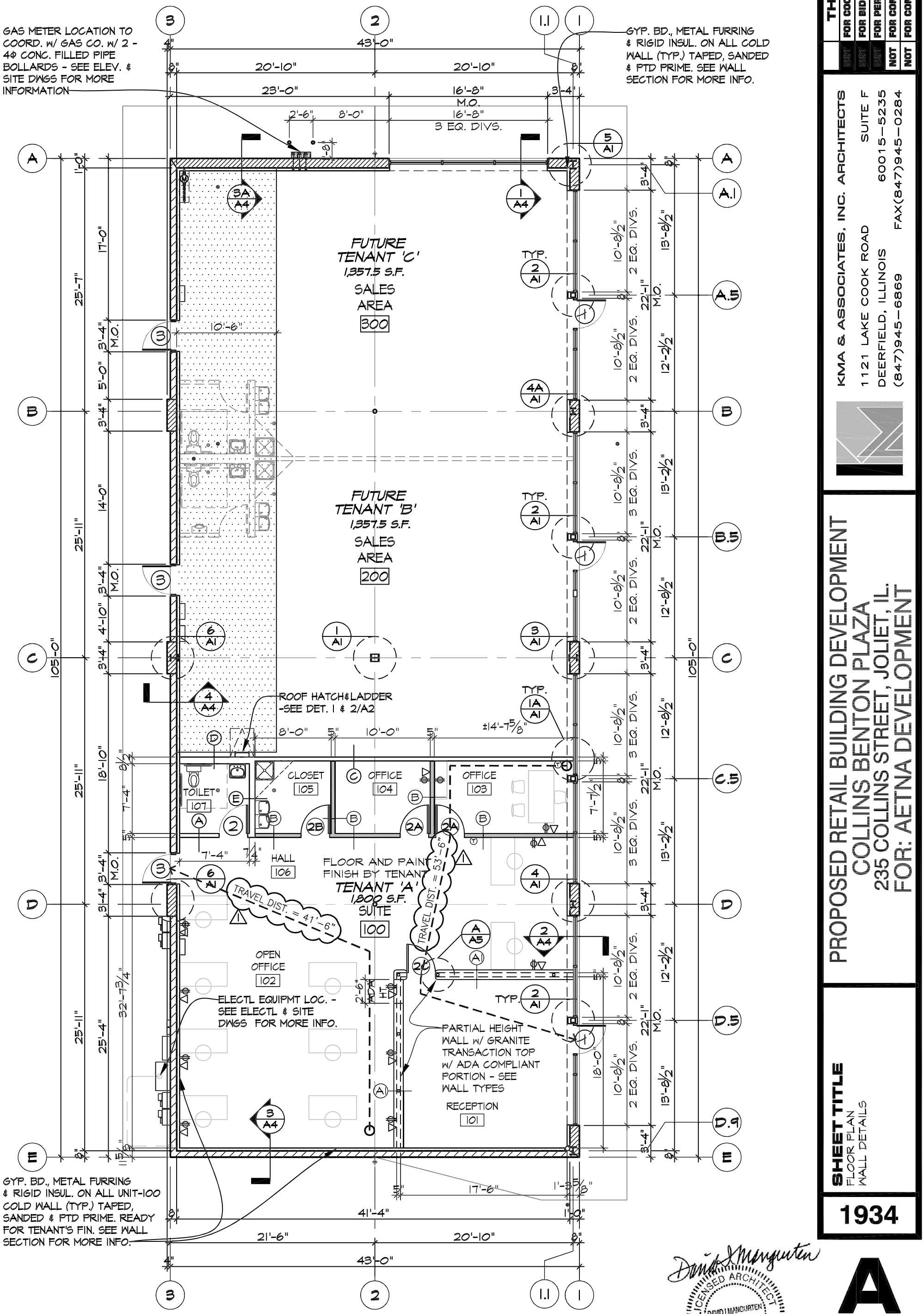
1934

LICENSED ARCHITECT
DAVID I MANGURTEN
001-008098
STATE OF ILLINOIS

EXPIRES 11.30.2022

A0

2023-13 FLOOR PLAN



FLOOR PLAN

SEE WALL TYPES ON DWG. SHEET A5 DENOTED THUS ○

SCALE: 1/8"=1'-0"

N

THIS DRAWING IS NOT FOR CONSTRUCTION
NOT FOR CONTRACTING
FOR PERMIT
FOR BIDDING
FOR COORDINATION

KMA & ASSOCIATES, INC. ARCHITECTS
1121 LAKE COOK ROAD SUITE F
DEERFIELD, ILLINOIS 60015-5235
(847)945-6869 FAX(847)945-0284

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FLOOR PLAN
WALL DETAILS

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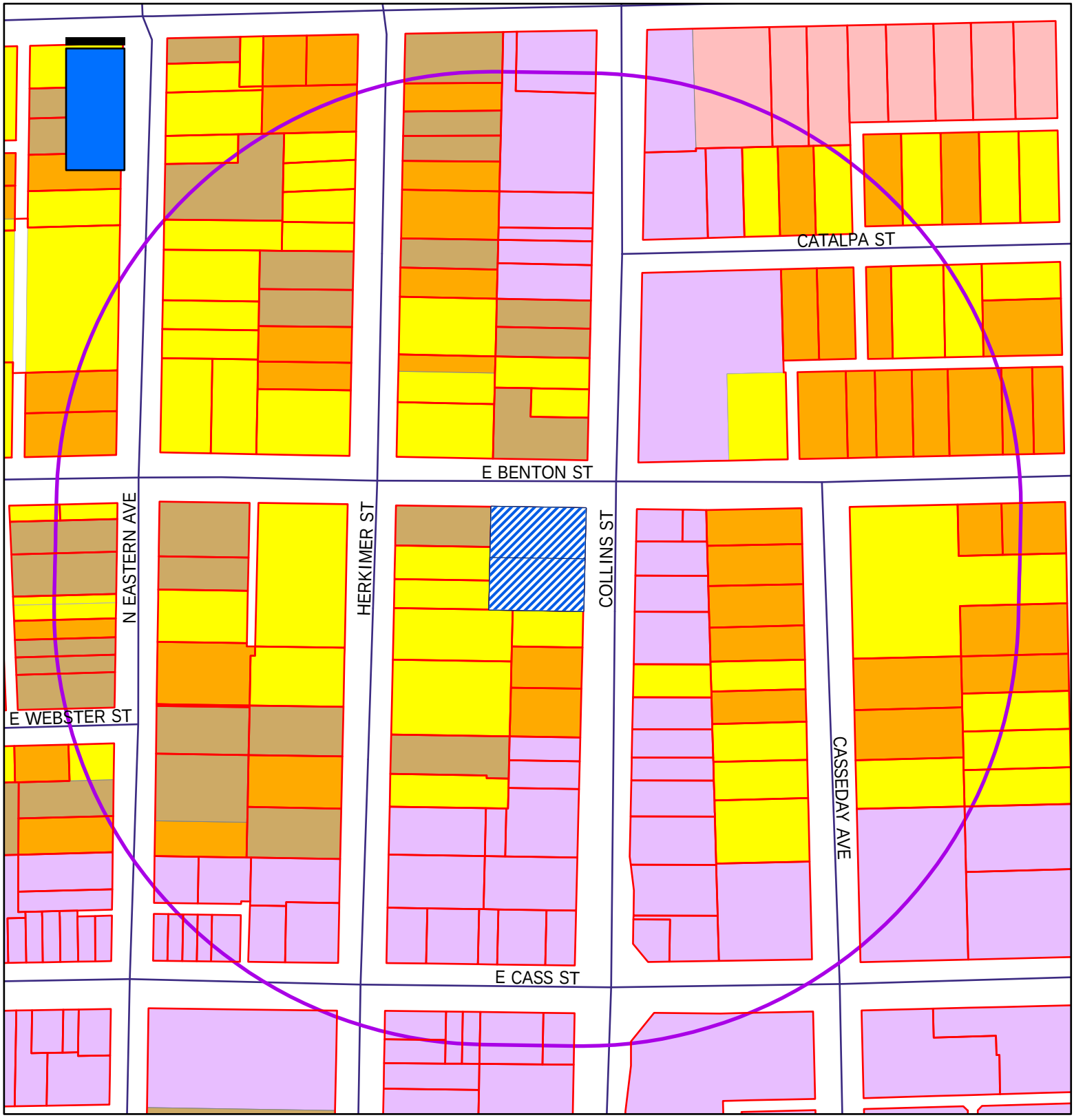
A1

Figure 1: 235 Collins Street, view southwest from the corner of Benton Street and Collins Street



Figure 2: 235 Collins Street, view southeast from Benton Street





2023-13

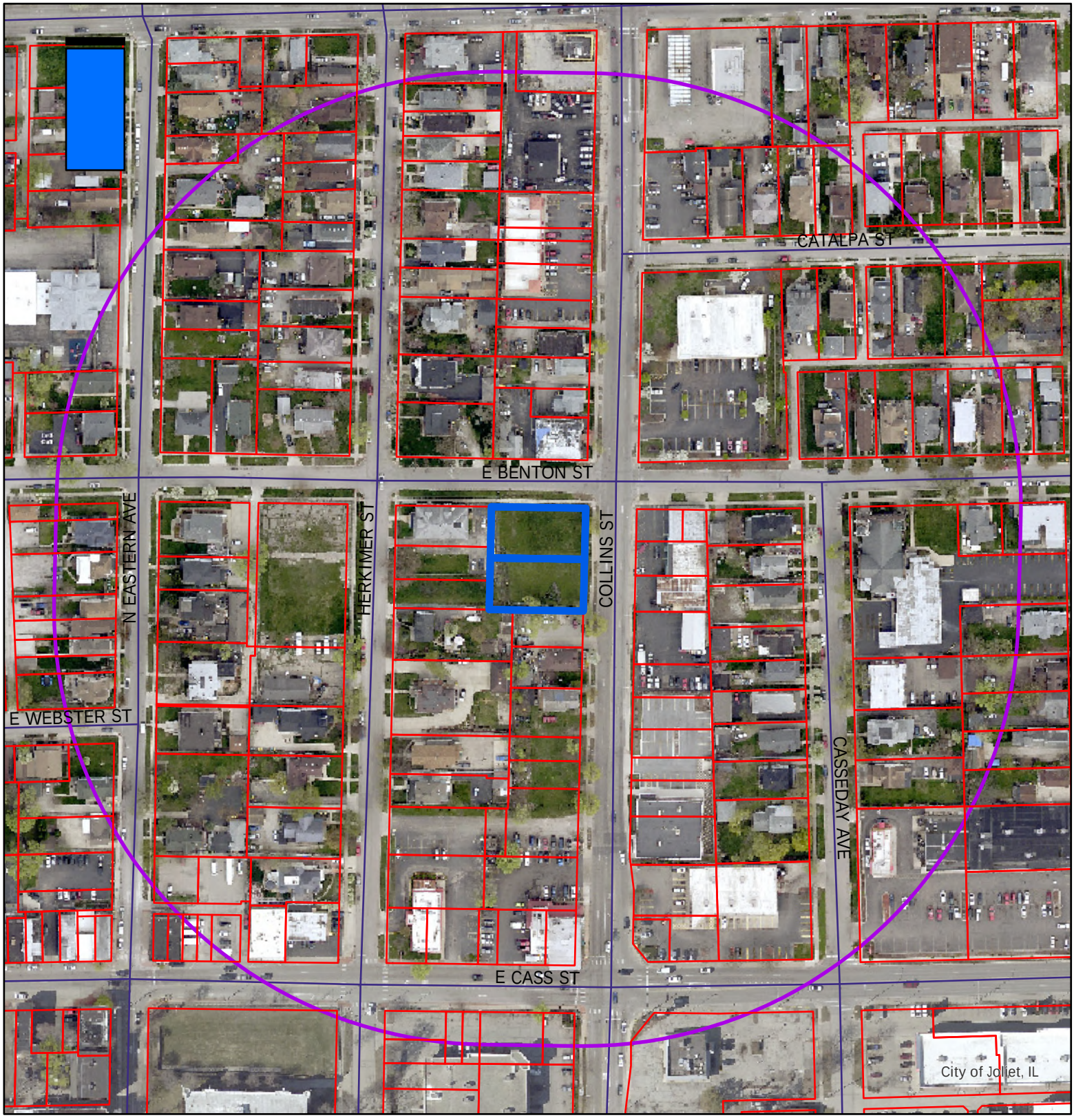
JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

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



2023-13a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

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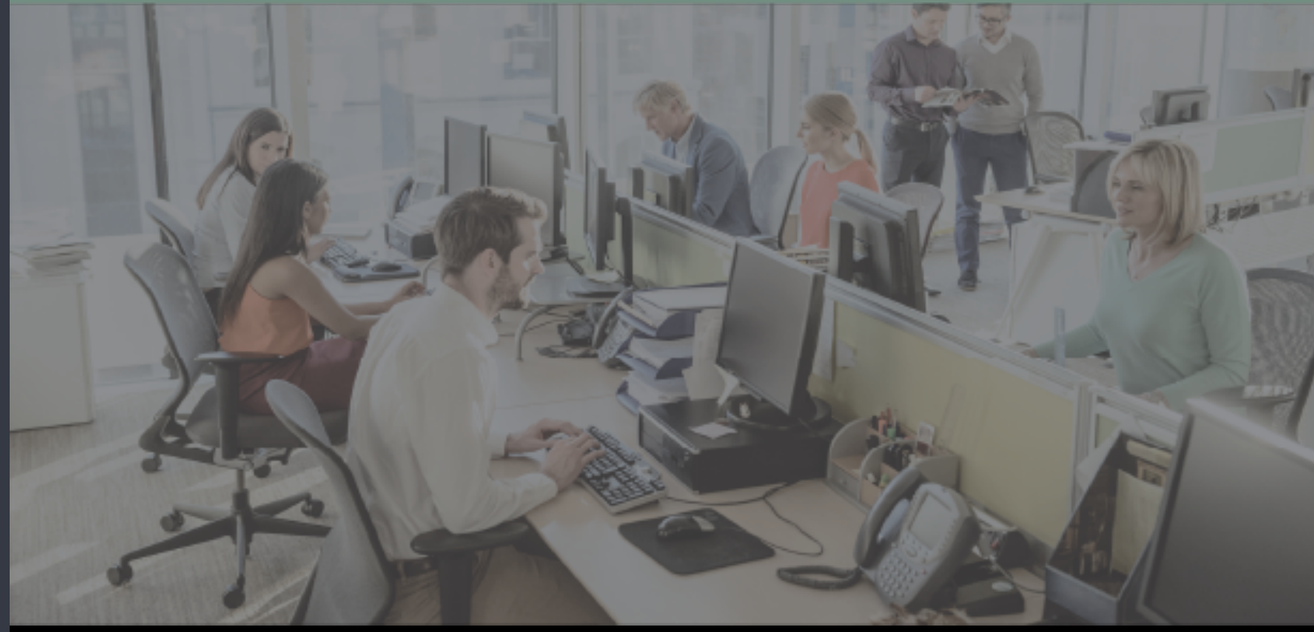
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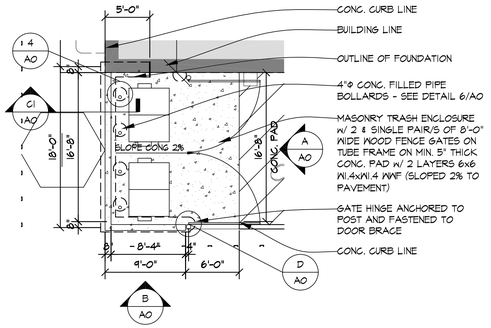
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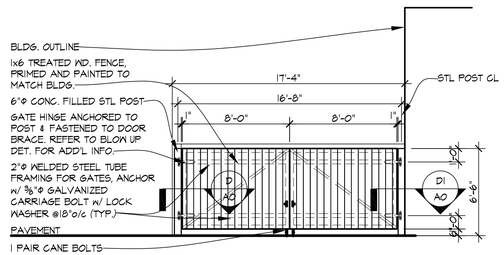
Ray Morelli
Chief Marketing Officer

WEBSITE
www.sure-staff.com



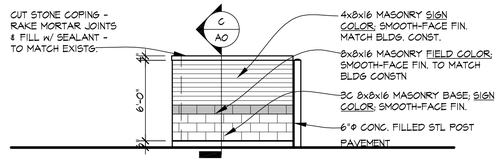
TRASH ENCLOSURE coordinate w/ civil drawings, architectural site plan 1

SCALE: 1/8" = 1'-0"



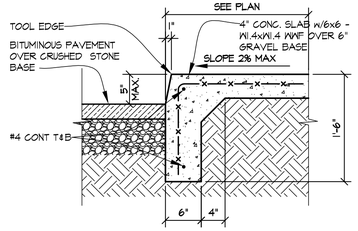
MAS. TRASH ENCLOSURES ELEV A

SCALE: 3/16" = 1'-0"



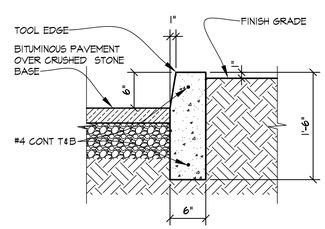
MAS. TRASH ENCLOSURES ELEV B

SCALE: 3/16" = 1'-0"



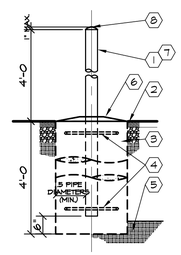
COORD. w/ CIVIL DWGS 2

SCALE: 1" = 1'-0"



COORD. w/ CIVIL DWGS 3

SCALE: 1" = 1'-0"

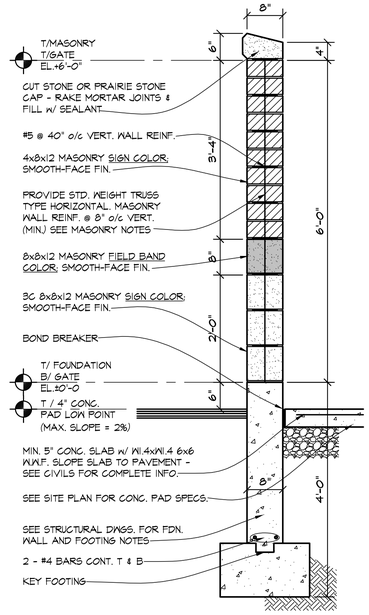


TYP. PIPE BUMPER GUARDS 4

SCALE: 1/2" = 1'-0"

KEYED NOTES:

1. STD. STL. PIPE COL. - CONC. FILLED - SIZES AS NOTED. PROVIDE ¼" WELDED CLOSURE PL @ BOTTOM
2. TOP OF PAVEMENT/CONC./GRADE
3. CONCRETE FOUNDATION - USE SONOTUBE FORM SIZED AS FOLLOWS:
   16" ø FOR 4" ø BOLLARD
   24" ø FOR 6" ø BOLLARD
   30" ø FOR 8" ø BOLLARD
   ALL BY MIN. 4'-0 DEEP
4. ⅜"ø WELDED HOOPS @ TOP, BOTTOM AND CENTER. SIZED FOR 3" CONC. COVER ALL AROUND
5. SOLID UNDISTURBED SOIL
6. PROVIDE PITCHED, SMOOTH CONCRETE FINISH @ PAVING & SIDEWALKS, SLOPE SURFACE AWAY FROM PIPE TO 1/2" PRE-MOLDED EXPANSION (TYP.)
7. PAINT EXPOSED PIPE OSHA SAFETY YELLOW WHERE FREESTANDING OR TO MATCH TRASH ENCLOSURE MATERIAL
8. CONCRETE WASH DOME, PROVIDE SMOOTH, ROUND SURFACE



TRASH WALL ENCLOSURE SECTION C

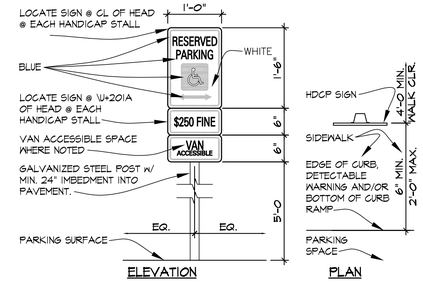
SCALE: 3/4" = 1'-0"

HANDICAPPED PARKING SIGN

EACH PARKING SPACE DESIGNATED AS RESERVED FOR ENVIRONMENTALLY LIMITED PERSONS SHALL BE EQUIPPED WITH A SIGN WHICH COMPLIES WITH SECTION 4.6.4 SIGNAGE OF THE FEDERAL REGISTER (DEPARTMENT OF JUSTICE RULES AND REGULATIONS, 28CFR PART 36) AND MEETS THE REQUIREMENTS OF SIGN R7-8 (U.S. DEPARTMENT OF TRANSPORTATION STANDARD). AT LEAST ONE OF SUCH REQUIRED SIGNS SHALL HAVE AN ADDITIONAL SIGN "VAN - ACCESSIBLE" MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY. SIGNS SHALL BE LOCATED ON POST WITHIN 5' OF PARKING STALL w/ BOTTOM OF 18" SIGN @ 6'-0" ABOVE TOP OF PAVEMENT.

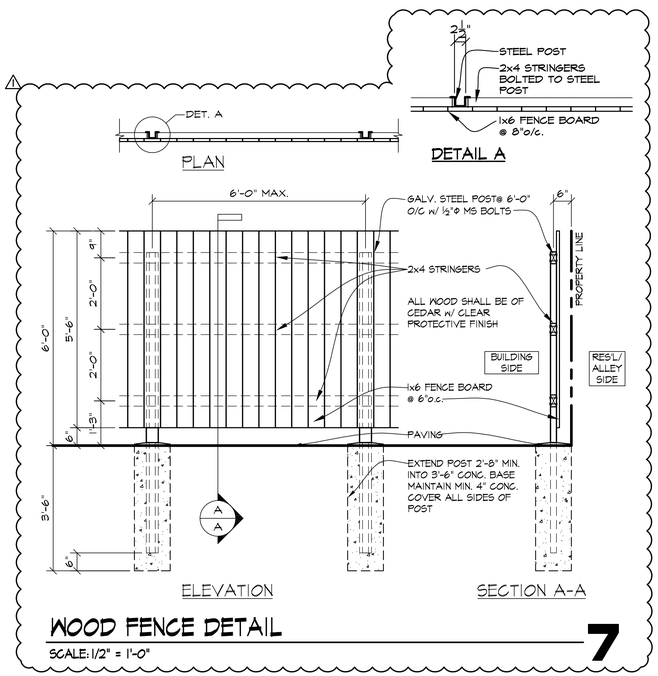
PROVIDE A 6" x 12" FINE SIGN WHICH COMPLIES WITH ALL APPLICABLE CODES TO BE MOUNTED DIRECTLY BELOW EACH HANDICAPPED PARKING SIGN.

NOTE: MAY VARY BY ORDINANCE. VERIFY FINE AMOUNT w/ TOWN OF HIGHLAND. CENTER SIGN ON PARKING AREA EXCLUSIVE OF ACCESS AISLE.



HDCP. PARKING SIGN 5

SCALE: 3/4" = 1'-0"



WOOD FENCE DETAIL 7

SCALE: 1/2" = 1'-0"

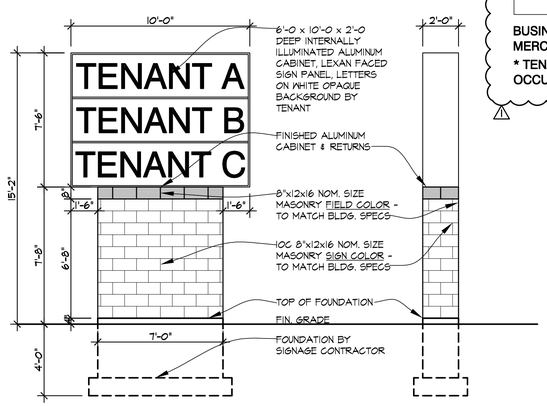
*SIGN FACE PANEL AREA:
ALLOWED = 150 s.f. MAXIMUM
PROVIDED = 150 s.f. (75 EACH FACE)

*SIGN MAX. HEIGHT:
ALLOWED = 8' GRADE TO BOTTOM OF SIGN
PROVIDED = 7'-8

*SIGN SETBACK - 10' FR. PROPERTY LINE ON ALL SIDE
PROVIDED = 10'

*PER CITY OF JOLIET ZONING ORDINANCE

-SIGN/ SIGN FDN CONSTN. DWGS. & INSTALL IS BY SIGN CONTRACTOR.
-SIGN SHOWN FOR BIDDING PURPOSES ONLY - FINAL SIGN LAYOUT BY TENANT



SIGN AREA: 75 SQ. FT. EACH FACE

GROUND SIGN ELEVATION 6

SCALE: 1/4" = 1'-0"

TENANT UNIT	OCCUPANCY LOAD	EXIT CAPACITY	
		REQUIRED	PROVIDED
A-100	18	3.6"	72"
*B-200	23	4.6"	72"
*C-300	23	4.6"	72"

BUSINESS 100/PERSON (GROSS) = 18
MERCANTILE 60/PERSON (GROSS) = 46
* TENANT BUILD-OUT DRAWINGS TO PROVIDE EXACT OCCUPANCY LOAD

SITE LEGEND:

1. TRASH ENCLOSURE
   MASONRY TO MATCH BLDG COLOR w/ 6"ø STL. PIPE BOLLARD POST ON 5" THK. REINFORCED CONC. PAD - SEE DET. 1/AO
2. BLDG MOUNTED ELECTL POINT OF SERVICE - SEE SITE ELECTL DWGS. FOR MORE INFORMATION
2A. GAS METER (COORD. LOCATION w/ GAS CO.) w/ (2) 4"ø CONC. FILLED STL PIPE BOLLARD POST - SEE DET. 4/AO & PLUMBING PLAN FOR MORE INFORMATION
3. MULTIPLE TENANT SIGN BY SIGN CONTRACTOR UNDER SEPARATE PERMIT SUBMISSION - SEE DET. 6/AO
4. SITE LIGHTING - SEE ELECT SITE PHOTOMETRIC DWG. SHT E0.2
5. TYP. 9'x18 PARKING STALLS - SEE GENERAL NOTES FOR STRIPING SPECIFICATIONS
6. HDCP CURB RAMPS - REFER TO CIVIL DWGS. FOR MORE INFO.
7. HDCP PRKG. SIGN - SEE DET SHT. 5/AO. REFER TO CIVIL DWGS.
8. 2" DOMESTIC WATER MAIN - SEE CIVIL DWGS. FOR MORE INFO.
8A. 4"ø UNDERGRND SANITARY TO INSPECTION MANHOLE - SEE CIVIL AND ELECTL SITE DWGS. FOR MORE INFORMATION
8B. 6"ø UNDERGROUND STORM TO CATCH BASIN - SEE CIVIL DWGS. FOR MORE INFORMATION

CONTRACTORS RESPONSIBILITY NOTES

SIGN CONTRACTOR IS RESPONSIBLE FOR PYLON SIGN FOUNDATION.

PLUMBING CONTRACTOR IS RESPONSIBLE FOR GAS PIPING - SEE MECHANICAL DRAWINGS.

ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY POWER.

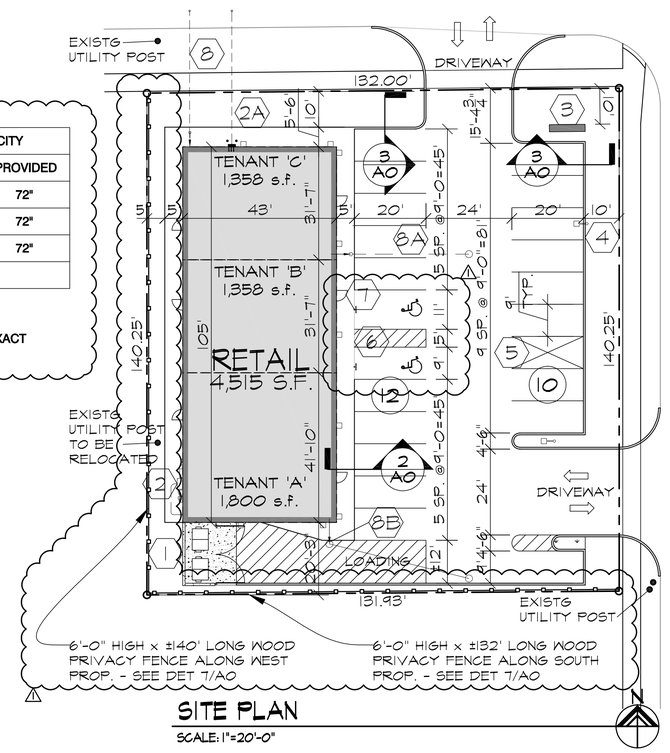
GENERAL SITE NOTES:

BUILDING LINES, CURBS AND STRIPING TO BE PARALLEL AND/OR PERPENDICULAR TO THE WEST/EAST PROPERTY LINE UNLESS NOTED OTHERWISE

MARKINGS: APPLY PAINTED AISLE AND PARKING STALL STRIPING, CENTERLINE EDGE LINES, ADA HANDICAP SYMBOLS & FIRE LANE CURB STRIPING w/ MECHANICAL EQUIPMENT TO PROVIDE UNIFROM STRAIGHT EDGES. APPLY TWO COATS OF SHERWIN-WILLIAMS TRAFFIC MARKING PAINT AS NOTED BELOW.
LINE WIDTH SHALL BE 4" WIDE UNLESS OTHERWISE REQUIRED BY LOCAL CODES. AISLE AND PARKING STALL SHALL BE SAFETY YELLOW (SW PROMAR B29Y22 OR SETFAST TM2155) ADA HANDICAP SYMBOL SHALL BE SAFETY BLUE (SW SETFAST TM2193) OR AS REQUIRED BY CODE. FIRE LINE SHALL BE SAFETY RED (SW SETFAST TM2182)

FOR MORE INFORMATION REGARDING THE SITE PLAN, REFER TO CIVIL DRAWINGS BY **RT&A INC., ENGINEERS** AND SITE ELECTRICAL (LIGHTING) DRAWINGS. FOR CONCRETE FLATWORK AROUND THE BUILDING REFER TO BOTH ARCHITECTURAL DRAWINGS & CIVIL DRAWINGS.

HANDICAPPED PARKING STALLS & ACCESS AISLES TO HAVE MAX. 2% SLOPE IN ANY DIRECTION. ALL OTHER ACCESSIBLE ROUTE SURFACES TO HAVE A MAXIMUM CROSS SLOPE OF 2% (1:50) AND A MAXIMUM RUNNING SLOPE OF 5% (1:20).



SITE PLAN

SCALE: 1"=20'-0"

10/14/2022

REVISIONS

THIS DRAWING

FOR COORDINATION	6/20/2022	
FOR BIDDING	7/8/2022	
FOR PERMIT	7/8/2022	
NOT FOR CONSTRUCTION		

KMA & ASSOCIATES, INC. ARCHITECTS
1121 LAKE COOK ROAD SUITE F
DEERFIELD, ILLINOIS 60015-5235
(847)945-0869 FAX(847)945-0284

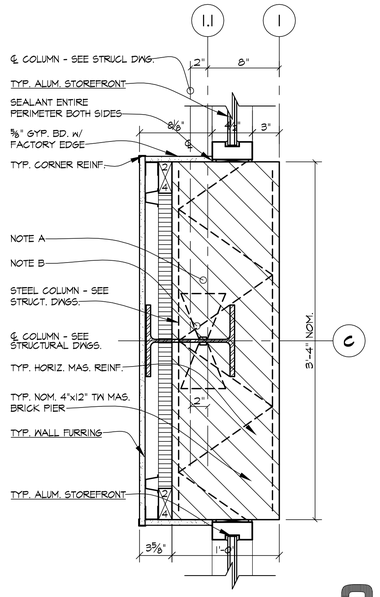
PROPOSED RETAIL BUILDING DEVELOPMENT
COLLINS BENTON PLAZA
235 COLLINS STREET, JOLIET, IL.
FOR: AETNA DEVELOPMENT

SHEET TITLE
SITE PLAN
SITE DETAILS
NOTES

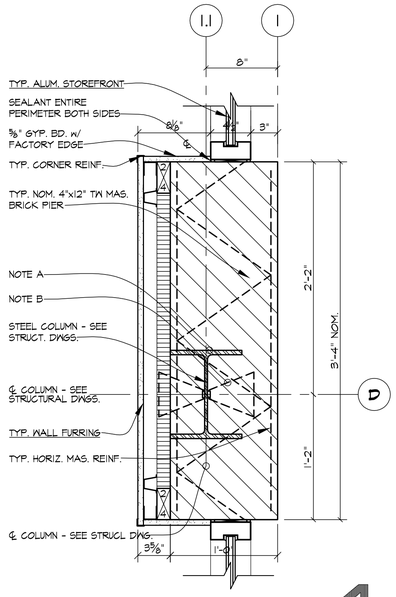
1934

David J. Mangunten
LICENSED ARCHITECT
DAVID J MANGUNTEN
001.006098
STATE OF ILLINOIS
EXPIRES 11.30.2022

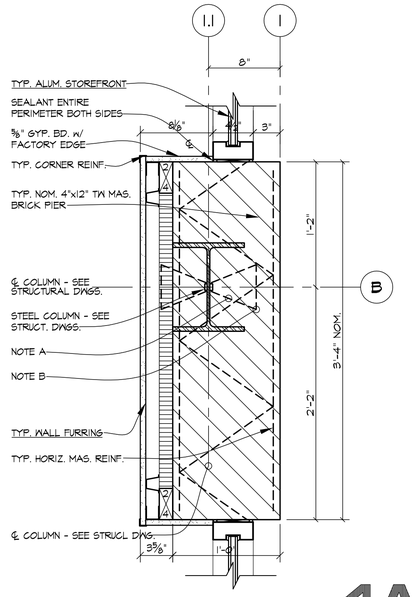
A0



SCALE: 1-1/2"=1'-0" **3**



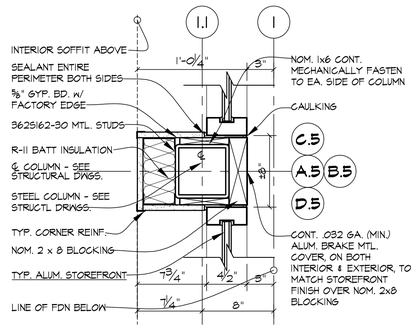
SCALE: 1-1/2"=1'-0" **4**



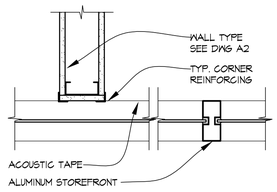
SCALE: 1-1/2"=1'-0" **4A**

NOTE "A"
GALV. TRIANGLE TIES 5" & 7" (HECKMAN 316 OR EQUAL) @16"o/c VERT. ANCHORED TO COLUMN

NOTE "B"
ALL CORES & VOIDS w/in 4" OF COL FACE TO BE FILLED SOLID w/ MORTAR. PROVIDE TYPICAL HORIZ. MASONRY REINF. USE PRE-FAB CORNERS WHERE APPLICABLE.

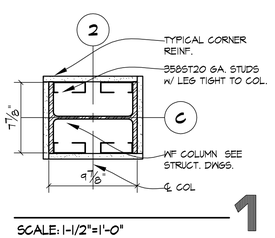


SCALE: 1-1/2"=1'-0" **2**



STOREFRONT DETAIL **1A**

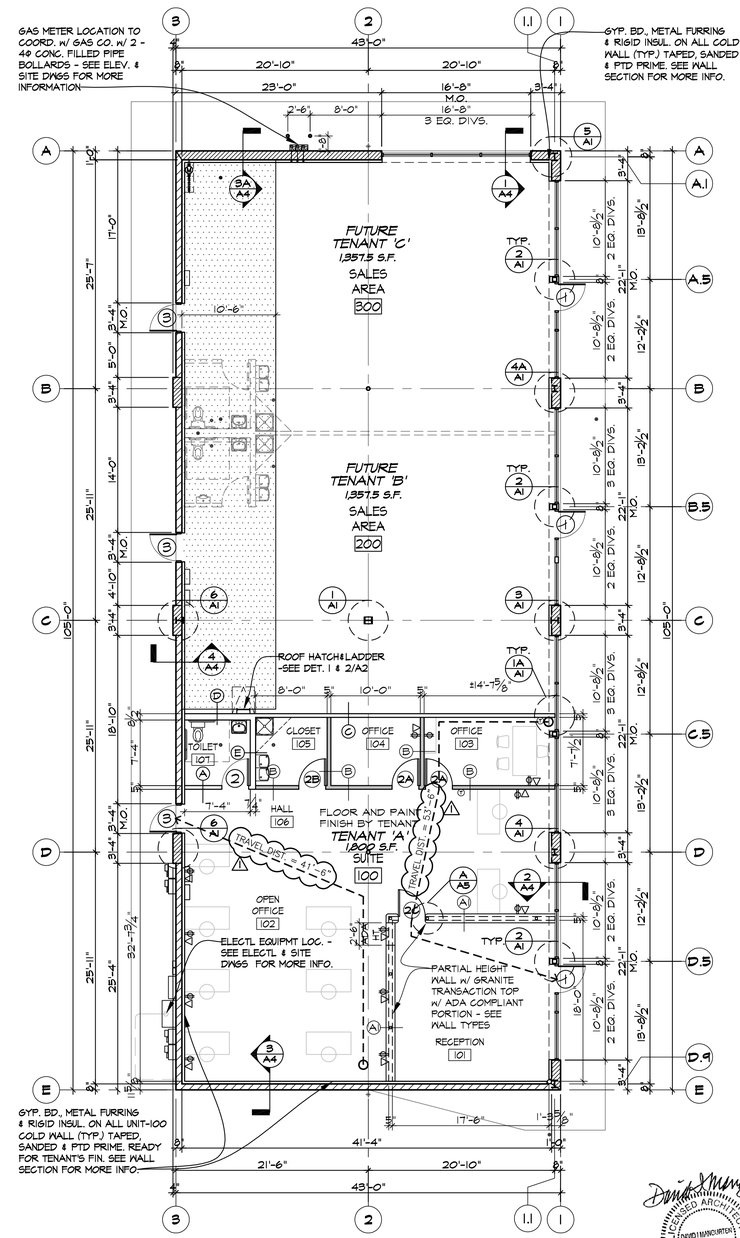
SCALE: 1-1/2"=1'-0"



SCALE: 1-1/2"=1'-0" **1**

SCALE: 1-1/2"=1'-0" **5**

SCALE: 1-1/2"=1'-0" **6**



FLOOR PLAN SEE WALL TYPES ON DWG. SHEET A5 DENOTED THUS○

SCALE: 1/8"=1'-0"

N

10/14/2022

REVISIONS

THIS DRAWING

FOR COORDINATION	6/20/2022	
FOR BIDDING	7/8/2022	
FOR PERMIT	7/18/2022	
NOT FOR CONTRACTING		
NOT FOR CONSTRUCTION		

KMA & ASSOCIATES, INC. ARCHITECTS
1121 LAKE COOK ROAD SUITE F
DEERFIELD, ILLINOIS 60015-5235
(847)945-6869 FAX(847)945-0284

PROPOSED RETAIL BUILDING DEVELOPMENT
COLLINS BENTON PLAZA
235 COLLINS STREET, JOLIET, IL.
FOR: AETNA DEVELOPMENT

SHEET TITLE
FLOOR PLAN
WALL DETAILS

1934

DAVID J MANGUSTEN
LICENSED ARCHITECT
001-026098
STATE OF ILLINOIS
EXPIRES 11.30.2022

A 1

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes

Thursday, March 16, 2023

2:00 PM

City Hall, Council Chambers

Zoning Board of Appeals

Board Members
Vincent Alessio
Ed Hennessy
Pat McShane
Bob Nachtrieb
Jim Riggs
Brigette Roehr
Colette Safford

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

CALL TO ORDER

ROLL CALL

Present Ed Hennessy, Vincent Alessio, Bob Nachtrieb, Jim Riggs, Colette Safford, Brigette Roehr and Pat McShane

APPROVAL OF MINUTES

February 16, 2023 Zoning Board of Appeals Regular Meeting Minutes **TMP-5374**

Attachments: 02-16-23

A motion was made by Bob Nachtrieb, seconded by Vincent Alessio, to approve the February 16, 2023 Zoning Board of Appeals Regular Meeting Minutes. The motion carried by the following vote:

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

Abstain: Roehr

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.

Mr. Jim Capparelli, Joliet City Manager, spoke in favor of Petition 2023-14. Mr. Capparelli explained that this is a part of the process to allow a future battery recycling facility across the river.

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 2023-11: A Variation from the City's Non-Residential Design Standards (Section 47-15H) to allow precast concrete panels as the exterior material for a proposed building in the B-3 (general business) district, located at 1200 N.E. Frontage Road. **TMP-5372**

Attachments: ZBA 2023-11 (1100 NE Frontage Rd) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. Scott Dworschak, 16538 S. Windsor Lane, Lockport, IL. Mr. Dworschak appeared in support of 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 Colette Safford, seconded by Pat McShane, to approve PETITION 2023-11: A Variation from the City's Non-Residential Design Standards (Section 47-15H) to allow pre cast concrete panels as the exterior material for a proposed building in the B-3 (general business) district, located at 1200 N.E. Frontage Road. The motion carried by the following vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Safford, Roehr and McShane

PETITION 2023-12: A Special Use Permit to allow a trucking facility with repair, located at 1603 N.W. Frontage Road. **TMP-5388**

Attachments: 1603 NW Frontage Road SUP Staff Report Packet v3

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. David Silverman, 822 129th Infantry Drive, Joliet, IL. Mr. Silverman appeared in support of this petition. Mr. Silverman explained that site will be approximately four acres and similar in use the trucking business to the north and south of the site. Mr. Silverman said the owner will take to spaces of the multi tenant building and the anticipated amount of trucks per day is 20-30. The hours of operation will be 7 a.m. to 5 p.m. Monday through Friday and 8 a.m. to 1 p.m. on Saturdays.

Chairman Hennessy asked if trucks go to the site after hours will they just wait until the business opens. Chairman Hennessy swore in Ms. Anna Buzu, 838 Bluestem Drive, Bolingbrook, IL. Ms. Buzu said they do not anticipate trucks parking overnight . If a truck needs a repair outside business hours, they will park and wait until the business opens.

Mr. Nachtrieb asked if the site will be expanded in the future. Mr. Silverman said the second site will remain empty right now, the plan is just develop this lot.

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

Mr. Torri added that five public comments were received in opposition this petition.

A motion was made by Jim Riggs, seconded by Vincent Alessio, to approve PETITION 2023-12: A Special Use Permit to allow a trucking facility with repair, located at 1603 N.W. Frontage Road. The motion carried by the following vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Roehr and McShane

Nay: Safford

PETITION 2023-13: A Special Use Permit to allow a temporary staffing agency, located at 235 Collins Street. **TMP-5373**

Attachments: ZBA 2013-13 (235 Collins St) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. John Murphy, 3218 W. 95th Street, Evergreen Park, IL. and Mr. Doug Howard, 1066 Ironwood Court, Glenview, IL. Mr. Murphy gave some background information on this petition. Mr. Howard spoke in support of 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 Jim Riggs, seconded by Pat McShane, to deny PETITION 2023-13: A Special Use Permit to allow a temporary staffing agency, located at 235 Collins Street. The motion failed by the following vote:

Aye: Alessio, Riggs and McShane

Nay: Hennessy, Nachtrieb, Safford and Roehr

PETITION 2023-14: A Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles, located at 1 Industry Avenue. **TMP-5389**

Attachments: ZBA 2023-14 (1 Industry Avenue) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. Gary Davidson, 2 N. Infantry Drive, Joliet, IL. and Mr. Plucinski, 6470 Canal Bank Road, Forest View, IL. Mr. Davidson & Mr. Plucinski appeared in support of 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 Bob Nachtrieb, seconded by Jim Riggs, to approve PETITION 2023-14: A Special Use Permit to allow a salvage yard with the purpose of shredding recyclable materials including but not limited to automobiles, located at 1 Industry Avenue. The motion carried by the following

vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Safford, Roehr and McShane

PETITION 2023-15: A Variation of Use to allow a self-storage facility that includes indoor-climate-controlled and outdoor mini-storage units in a B-1 (Neighborhood Business) District, located at 1701 Drauden Road. **TMP-5387**
PETITION 2023-16: A Special Use Permit to allow a self-storage facility that includes indoor-climate-controlled and outdoor mini-storage units, located at 1701 Drauden Road.

Attachments: ZBA 2023-15 & 16 (1701 Drauden Road) Staff Report Packet

Mr. Torri read the staff report into the record.

Chairman Hennessy swore in Mr. Carl Buck & Mr. Richard Hester, 21328 Redwood Land, Shorewood, IL. Mr. Buck & Mr. Hester appeared in support of this petition. Mr. Buck gave a brief overview of the proposed use.

Chairman Hennessy swore in Ms. Lynn Armbruster, 1700 Lake Pointe Drive, Plainfield, IL. Ms. Armbruster appeared in opposition to this petition. Ms. Armbruster believes a storage facility will attract crime and people living in the facility.

Chairman Hennessy swore in Mr. David Belinski, 1611 Lake Pointe Drive, Plainfield, IL. Mr. Belinski appeared in opposition to this petition. Mr. Belinsky believes a storage facility will add additional traffic and noise.

Chairman Hennessy swore in Ms. Janet Belinsky, 1611 Lake Pointe Drive, Plainfield, IL. Ms. Belinski appeared in opposition to this petition.

Mr. Buck stated that under the self-storage act, residing in a self-storage unit is prohibited. Mr. Buck said that Mr. Hester's self-storage facilities are gated and have cameras. Mr. Hester addressed the concerns about traffic and noise. Mr. Nachtrieb asked if a barrier will be installed to block noise, Mr. Hester said that the building will provide a perimeter and there will be minimal fencing and a 30 ft. landscaped berm.

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

A motion was made by Brigette Roehr, seconded by Bob Nachtrieb, to approve PETITION 2023-15: A Variation of Use to allow a self-storage facility that includes indoor-climate-controlled and outdoor mini-storage units in a B-1 (Neighborhood Business) District, located at 1701 Drauden Road.
PETITION 2023-16: A Special Use Permit to allow a self-storage facility that

includes indoor-climate-controlled and outdoor mini-storage units, located at 1701 Drauden Road. The motion failed by the following vote:

Aye: Hennessy, Nachtrieb and Roehr

Nay: Alessio, Riggs, Safford and McShane

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 Bob Nachtrieb, seconded by Colette Safford, to adjourn the meeting. The motion carried by the following vote:

Aye: Hennessy, Alessio, Nachtrieb, Riggs, Safford, Roehr and McShane

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: 186-23

File ID: 186-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: **Final Action:**

Title: Ordinance Approving a Special Use Permit to Allow a Temporary Staffing Agency, Located at 235 Collins Street (ZBA 2023-13)

Agenda Date: 04/18/2023

Attachments: Ordinance SUP - ZBA 2023-13 235 Collins St, ZBA 2013-13 Staff Report Packet, SURESTAFF Brochure Staffing Solutions, SURESTAFF Corporate Fact Sheet, Site Plan 235 Collins Street, Floor Plan 235 Collins Street, Zoning Board of Appeals minutes 03_16_23

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Jim Torri	Approve	4/12/2023
1	2	4/10/2023	Eva-Marie Tropper	Approve	4/12/2023
1	3	4/10/2023	Sabrina Spano	Approve	4/12/2023
1	4	4/10/2023	James V. Capparelli	Approve	4/12/2023

Memo

File #: 187-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Approving a Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision (PUD-4-23)

BACKGROUND:
The petitioner and developer, Tallgrass Estates, LLC, is requesting approval of a preliminary planned unit development of Timber Pointe Unit 2 Subdivision. This PUD consists of two additional 16-unit townhouse buildings (32 units) within the existing Timber Pointe Subdivision, which is located at the southeast corner of McDonough Street and SE Frontage Road.

The original planned unit development for Timber Pointe Subdivision was approved by City Council in September 2019, and the recording plat was approved in March 2021. The PUD consisted of six 16-unit and two 12-unit rental townhouse buildings (120 total units) with a density of 5.91 units per acre. The PUD also included a clubhouse and common area, a private street, and a storm water management pond. In September 2022, City Council approved the Resubdivision of Lot 2 Timber Pointe PUD (Ordinance #18407), which created separate lots for each of the original 8 buildings and a lot containing the private road and common area (Lot 9). The development is currently under construction, with three 16-unit buildings completed and occupied and two 12-unit buildings near completion. The existing zoning is R-4 (multi-family residential).

Timber Pointe Unit 2 proposes two new buildings and additional storm detention to be built on Lot 3 of the original PUD. The developer and the Park District initially had a tentative agreement to dedicate Lot 3 as a dog park, but ultimately the Park District did not want a land contribution, so the final agreement was for the developer to pay a cash contribution in lieu of land dedication. Therefore, at the time of recording plat approval, Lot 3 was left undeveloped for possible future development.

The density for the entire 19.33-acre subdivision would be 7.86 units per acre with the approval of these two additional buildings (152 units total). The density requirement for the R-4 zoning district is typically 6 units per acre. The proposed buildings will have the same design and layout as the previously approved 16-unit buildings. The exterior material is primarily brick, along with fiber cement siding. Each unit will contain 2 bedrooms. Monthly rental rates start at $1,950.00. The proposal includes 68 parking spaces, with 52 surface parking spaces along the access driveways and 16 spaces total within the four garages. The off-street parking requirement for 32 multi-family units is 48 spaces, so the proposed parking spaces exceed the requirement. Architectural elevations, floor plans, and landscaping plans are attached.

Timber Pointe Unit 2 consists of 5 lots. Lot 3 from the original PUD is divided into three lots, with one

lot per building and a storm detention lot. Lot 9 from the Lot 2 Resubdivision is split into two lots: one for the private road and one for the common area. The private road, future clubhouse, and all common areas are the responsibility of the management company. The townhouse units are currently rental units but could potentially be converted to condo ownership by the developer in the future. As with the original PUD approval, the preliminary PUD ordinance includes conditions related to the maintenance of the development and possible conversion to condo ownership.

Public improvement requirements for Timber Pointe Subdivision were previously established with the original record plat (Ordinance #18198). Water and sewer connection fees, school donation fees, and development impact fees will be required. The Park District has agreed to an additional cash contribution for each building per the original agreement. It should be noted that the developer sent notices by certified mail to residents of Timber Oaks subdivision to the north and also contacted the Timber Oaks Homeowners Association and management company (Bay Property Services).

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on this matter on March 16, 2023. Joseph Hammer, with Ruettiger, Tonelli and Associates, Inc., represented the petition. No one appeared or submitted comments in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Jeff Crompton moved that the Plan Commission recommend approval of the Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision. Jason Cox seconded the motion, which passed with seven (7) aye votes. Voting aye were: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich, and Heath. Absent were: Dillon and Perez.

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

1. Ordinance Approving a Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT
(Timber Pointe Unit 2 Subdivision)

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

SECTION 1: The attached preliminary planned unit development is hereby approved, subject to the conditions set forth on the plat or in Exhibit "A" if any.

SECTION 2: 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 3: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2023

_____ _____
MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

SUBDIVISION: Timber Pointe Unit 2 Subdivision
PIN: 05-06-15-302-010-0000 and part of 05-06-15-302-009-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: Yes
CED DOC. NO.: PUD-4-23

EXHIBIT "A"

The approval of the Preliminary Planned Unit Development for Timber Pointe Unit 2 Subdivision is subject to the following conditions:

1. This is a multi-family rental development – individual units of two or more rooms occupied or intended or designed to be occupied as a family domicile in a single building. The individual units are for rent. Developer/Owner will be responsible for the maintenance of all buildings, including the proposed clubhouse, and all common areas, including but not limited to the parking lots, landscaping, snow removal, and general maintenance. Developer/Owner is not required to prepare or record a declaration of covenants.

2. Notwithstanding the foregoing, Developer/Owner reserves the right to convert the buildings to condominium ownership and sell units to individual owners in the event of substantial changes in market conditions. In the event Developer/Owner elects to convert to condominium ownership, 765 ILCS 605/1 et seq., the Condominium Property Act, applies and the Developer/Owner will establish an association responsible for maintenance of the common areas, club house, and all common grounds as well as the parking lots, landscaping, snow removal, and general maintenance as law requires.

PRELIMINARY PLAT

of

TIMBER POINTE UNIT 2

A Resubdivision of Lot 3 in Timber Pointe Planned Unit Development and a Resubdivision of Lot 9 of the Resubdivision of Lot 2 of Timber Pointe Planned Unit Development, a subdivision in the Northwest Quarter and the Southwest Quarter of Section 15, Township 35 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois.

P.I.N.: 06-15-302-009
P.I.N.: 06-15-302-010

OWNER / DEVELOPER:
TALLGRASS ESTATES, LLC.
c/o EDWARD MATTOX
1230 W. JEFFERSON STREET
SHOREWOOD, ILLINOIS 60404
email: emattox@kiplingrp.com

LAND SURVEYOR / ENGINEER:
RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph. (815) 744-6600

LEGAL DESCRIPTION

PARCEL 1:
LOT 3 IN TIMBER POINTE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2021 AS DOCUMENT NO. R2021-061847, IN WILL COUNTY, ILLINOIS.

PARCEL 2:
LOT 9 IN THE RESUBDIVISION OF LOT 2 OF TIMBER POINTE PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2023 AS DOCUMENT NO. R2023-001150, IN WILL COUNTY, ILLINOIS.

(A) P.I.N. 06-15-302-005-0000
TALLGASS ESTATES, LLC
1230 W. JEFFERSON ST
SHOREWOOD, ILLINOIS 60404
ZONED: R-4 (CITY OF JOLIET)

(B) P.I.N. 06-15-302-002-0000
GEHRIS FAITH TRUST
20454 S ROCK RUN RD
JOLIET, ILLINOIS 60431
ZONED: A-1 (WILL COUNTY)

(C) P.I.N.06-15-203-016-0000
TALL OAKS GROUP LLC
COM AREA TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(D) 06-15-119-076-0000
TIMBER POINTE APARTMENTS LLC
ATTN J RUSSELL & E MATTOX
1380 NAGEL BLVD
BATAVIA, ILLINOIS 60510
R-4 (CITY OF JOLIET)

(E) 06-15-119-077-0000
TIMBER POINTE APARTMENTS LLC
ATTN J RUSSELL & E MATTOX
1380 NAGEL BLVD
BATAVIA, ILLINOIS 60510
R-4 (CITY OF JOLIET)

(F) 06-15-119-076-0000
TIMBER POINTE APARTMENTS LLC
ATTN J RUSSELL & E MATTOX
1380 NAGEL BLVD
BATAVIA, ILLINOIS 60510
R-4 (CITY OF JOLIET)

(G) P.I.N.06-15-119-075-0000
TIMBER RIDGE ESTATES, LLC
1230 W. JEFFERSON ST
SHOREWOOD, ILLINOIS 60404
ZONED: R-4 (CITY OF JOLIET)

(H) P.I.N. 06-15-119-074-0000
TIMBER RIDGE ESTATES, LLC
1230 W. JEFFERSON ST
SHOREWOOD, ILLINOIS 60404
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N. 06-15-119-084-1001
DOLL DANIEL D
4470 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N. 06-15-119-084-1002
STRAHL MARK
4472 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N. 06-15-119-084-1003
TALL OAKS GROUP LLC
36W350 OAK POINTE DR
ST CHARLES, ILLINOIS 60175
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1004
FISCHER DIANNE TR 1-7944
4476 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1005
PARRA JORGE ALEJANDRO TR
4478 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1006
ANDERSON JOAN TR
4480 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1007
PLYER LUCIA
4482 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1008
WHEAT DEBORAH A
4484 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1009
TALL OAKS GROUP LLC
36W350 OAK POINTE DR
ST CHARLES, ILLINOIS 60175
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1010
SANTERELLI DALE
4486 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1011
LOEFFLER DANIELLE
4496 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1012
COLOMA RONALDO
12900 ALPINE WAY
PLAINFIELD, ILLINOIS 60585
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1013
JACKSON ARSANTAE D
4492 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1014
REGIS DOMINIC A
4490 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

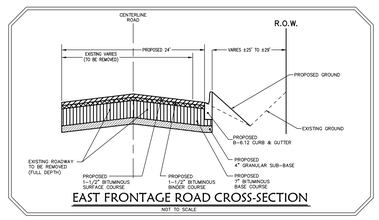
(I) P.I.N.06-15-119-084-1015
HILLARD CRYSTAL L
4488 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1016
DANCY ERIC A
GOOD RONALD PAUL
4486 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

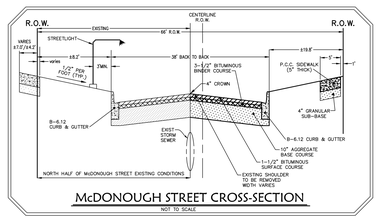
(J) P.I.N.06-15-400-010-0010
MDS EAST PARCEL TRUST
20400 S. ROCK RUN DR
JOLIET, ILLINOIS 60431
ZONED: A-1 (WILL COUNTY)

(K) P.I.N.06-15-400-010-0020
MDS EAST PARCEL TRUST
VACANT S. ROCK RUN DR
JOLIET, ILLINOIS 60431
ZONED: R-4 (LOW DENSITY MULTI-FAMILY RESIDENTIAL)

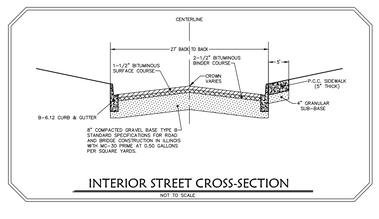
(L) P.I.N.06-15-400-002
CHICAGO TITLE LAND TRUST CO.
20420 S. ROCK RUN DR
JOLIET, ILLINOIS 60431
ZONED: A-1 (WILL COUNTY)



EAST FRONTAGE ROAD CROSS-SECTION
NOT TO SCALE



McDONOUGH STREET CROSS-SECTION
NOT TO SCALE



INTERIOR STREET CROSS-SECTION
NOT TO SCALE

N. Line, NW1/4, Sec. 15-35-09
NW corner, NW1/4, Sec. 15-35-09
NE corner, NW1/4, Sec. 15-35-09
W. Line, NW1/4, Sec. 15-35-09
N01°31'16"W 2657.54'
TIMBER OAKS P.U.D. UNIT 2 RESUB OF LOTS 3 AND 4 LOT 27
55
ROAD
TIMBER OAKS CONDOS LOT 7 SUPPLEMENT NO. 2
LOT 7
TIMBER OAKS P.U.D. UNIT 2 RESUB OF LOTS 3 AND 4
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
TALL TREE LANE
Center of Section 15-35-09, established by intersecting straight lines from opposite quarter corners
N88°58'30"E 1327.76'
N88°58'30"E 2655.52'
N27°25'54"E 3.34'
found 5/8" rebar (by IET & A)
McDONOUGH
AGREED BOUNDARY LINE PER DOC. NO. R98-14622
N89°51'15"E 1253.97'
867.44'
N 88°51'15" E
1200.38'
N. LINE, SW1/4, Sec. 15-35-09
N. LINE, LOT 2
NORTHERN ILLINOIS GAS COMPANY GAS MAIN EASEMENT PER DOC. NO. R68-2571
14
168,272 S.F.
N 89°05'41" E 11.88'
S01°57'25"E 5.56'
found pipe (by others) is 0.43'E. & 0.42'S.
N89°05'41"E 11.34'
found rebar (by others)
211.62'
N 88°51'15" E
S 88°51'15" W 234.02'
N 88°51'15" E 235.00'
INTERSTATE
FRONTAGE
SKY VIEW SUBDIVISION UNIT 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 12
LOT 1 Timber Pointe rec'd 06/04/2021 as Doc. no. R2021-061847
found iron rod 11.56'
found iron (by others) is 2.12'W & 4.19'S
found pipe (by others) is 0.02'N & 5.13'W
NORTHERN ILLINOIS GAS COMPANY GAS PIPELINE RIGHT PER DOC. NO. 97543
105.00'
45.00'
42,226 S.F.
13
69,588 S.F.
36,189 S.F.
10
52,489 S.F.
11
42,244 S.F.
12
50,470 S.F.
PROPOSED 48 UNIT TOWNHOME
PARCEL 2
237,860 S.F.
(Common Area)
Timber Pointe rec'd 06/04/2021 as Doc. no. R2021-061847
PROPOSED 48 UNIT TOWNHOME
39,171 S.F.
41,991 S.F.
35,324 S.F.
37,440 S.F.
41,811 S.F.
39,002 S.F.
R=220.00' L=100.53' CH=99.68'
R=270.00' L=204.10' CH=199.60'
R=329.00' L=204.10' CH=200.90'
R=220.00' L=204.10' CH=196.60'
R=270.00' L=204.10' CH=199.60'
R=329.00' L=204.10' CH=200.90'
65.36'
N 88°51'15" E
S 88°51'15" W 299.85'
N 88°51'15" E 229.42'
N 89°01'25" E 232.52'
N 89°01'25" E 266.83'
327.53'
N 88°51'15" E
867.45'
S89°01'25"W 1104.97'
S89°01'25"W 1329.51'
S. LINE, LOT 2
S. Line, NE1/4, SW1/4, Sec. 15-35-09
N88°56'25"E 1331.22'
N88°35'25"E 1331.23'
S. Line, SW1/4, Sec. 15-35-09
N89°10'05"E 1334.76'
N89°10'05"E 2669.52'
SW corner, SW1/4, Sec. 15-35-09
SE corner, SW1/4, Sec. 15-35-09
E. Line, SW1/4, Sec. 15-35-09
N01°31'16"W 2657.54'
N01°57'25"W 2656.09'
S01°57'25"E 2638.39'
S 01°08'45"E 1326.99'
N 01°08'45" W 1326.99'
N 01°08'45" W 1326.99'
S 01°08'45"E

DATE: March 10, 2023

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: PUD-4-23: Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision

PUD-5-23: Final Planned Unit Development of Timber Pointe Unit 2 Subdivision

GENERAL INFORMATION:

APPLICANT:	Tallgrass Estates, LLC (Edward Mattox)
STATUS OF APPLICANT:	Owner / Developer
REQUESTED ACTION:	Approval of a preliminary and final planned unit development for Timber Pointe Unit 2
PURPOSE:	To allow additional buildings within an existing residential planned unit development
EXISTING ZONING:	R-4 (Multi-Family Residential)
LOCATION:	SEC of McDonough Street and S.E. Frontage Road (05-06-15-302-010-0000; part of 05-06-15-302-009-0000)
SIZE:	8.794 acres
EXISTING LAND USE:	Multi-family residential under development

SURROUNDING LAND USE & ZONING:

NORTH: City of Joliet R-4 (multi-family residential), residential
SOUTH: Unincorporated Will County A-1 (agricultural), undeveloped
EAST: Unincorporated Will County A-1 (agricultural), undeveloped
WEST: Unincorporated Will County R-3 (single-family residence), residential

SITE HISTORY: The Timber Pointe Preliminary and Final Planned Unit Developments were approved by City Council in September 2019. A site and grading permit was approved in 2020 to allow work to begin on the development. In March 2021, City

Council approved the record plat of Timber Pointe Subdivision (Ordinance #18198). The approved PUD consisted of 120 rental townhouse units within 8 buildings (Lot 2), a common area that included a clubhouse (Lot 2), a storm water management pond (Lot 1), and an undeveloped 3.5-acre lot (Lot 3). In September 2022, City Council approved the Resubdivision of Lot 2 Timber Pointe PUD (Ordinance #18407), which created separate lots for each of the 8 buildings (Lots 1 through 8) and a lot containing the private road and common area (Lot 9). The development is currently under construction, with three 16-unit buildings completed and occupied and two 12-unit buildings near completion. The existing zoning is R-4.

Timber Pointe Unit 2 includes Lot 3 from the original PUD and Lot 9 from the Lot 2 Resubdivision. Lot 3 was originally planned as a dog park to be donated to the Joliet Park District, but the developer's final agreement with the Park District was for a cash contribution in lieu of land dedication. Therefore, at the time of the recording plat approval, Lot 3 was left as open space for possible future development.

SPECIAL INFORMATION: The Preliminary Planned Unit Development for Unit 2 of Timber Pointe Subdivision consists of two 16-unit townhome buildings (32 units) on the original Lot 3. Six 16-unit buildings and two 12-unit buildings (120 units) were previously approved as part of the original PUD, with a density of 5.91 units per acre. The density for the entire 19.33-acre subdivision would be 7.86 units per acre with the approval of these two additional buildings (152 units total). The density requirement for the R-4 zoning district is 6 units per acre.

The proposed buildings will have the same design and layout as the previously approved 16-unit buildings. The exterior material is primarily brick, along with fiber cement siding (see attached elevations). Each unit will contain 2 bedrooms. Monthly rental rates start at $1,950.00. The proposal includes 68 parking spaces: each building has access to two 4-car garages, and there are 52 surface parking spaces in total along the access driveways. The off-street parking requirement for 32 multi-family units is 48 spaces, so the proposed parking spaces exceed the requirement.

Timber Pointe Unit 2 consists of 5 lots. Lot 3 from the original PUD is divided into three lots: one lot for each building and a third lot containing storm detention. Lot 9 from the Lot 2 Resubdivision is split into two lots: one for the private road and one for the common area. The private road, future clubhouse, and all common areas are the responsibility of the management company. Architectural elevations, floor plans, and landscaping plans are attached. A financing and development letter is also attached.

Public improvement requirements for Timber Pointe Subdivision were previously established with the record plat (Ordinance #18198). Water and sewer connection fees, school donation fees, and development impact fees will be required. The developer is currently working with the Park District on an agreement for an additional cash contribution in lieu of any land dedication, as the original contribution agreement stated that the developer would increase their donation if the number of housing units were increased. It should be noted that the developer sent notices by certified mail to residents of Timber Oaks subdivision to the north, and also contacted the Timber Oaks Homeowners Association and management company (Bay Property Services).

The townhouse units are currently rental units but could potentially be converted to condo ownership by the developer in the future. As with the original PUD approval, the following conditions would be included with the preliminary and final PUD ordinances:

1. This is a multi-family rental development – individual units of two or more rooms occupied or intended or designed to be occupied as a family domicile in a single building. The individual units are for rent. Developer/Owner will be responsible for the maintenance of all buildings, including the proposed clubhouse, and all common areas, including but not limited to the parking lots, landscaping, snow removal and general maintenance. Developer/Owner is not required to prepare or record a declaration of covenants.

2. Notwithstanding the foregoing, Developer/Owner reserves the right to convert the buildings to condominium ownership and sell units to individual owners in the event of substantial changes in market conditions. In the event Developer/Owner elects to convert to condominium ownership, 765 ILCS 605/1 et seq., the Condominium Property Act, applies and the Developer/Owner will establish an association responsible for maintenance of the common areas, clubhouse, and all common grounds as well as the parking lots, landscaping, snow removal and general maintenance as law requires.

ANALYSIS: Approval of the Preliminary and Final Planned Unit Development of Timber Pointe Unit 2 will allow the development of an additional 32 units within Timber Pointe Subdivision.

CASE NO. PUD-4-23, PUD-5-23

DATE FILED: 2/10/23

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR A PLANNED UNIT DEVELOPMENT
(Check One)

___X___ **Preliminary**
___X___ **Final**

NAME OF PUD: Timber Pointe Unit 2

NAME OF PETITIONER: Tallgrass Estates, LLC (Edward Mattox)

HOME ADDRESS:

CITY, STATE, ZIP:

HOME PHONE:

CELL #: 815-693-8888 **E-MAIL**: emattox@kiplinggrp.com

BUSINESS ADDRESS: 1230 W. Jefferson Street

CITY, STATE, ZIP: Shorewood, IL 60404

BUSINESS PHONE: 815-927-5101

INTEREST OF PETITIONER: Developer

NAME OF LOCAL AGENT:

ADDRESS: PHONE:

OWNER: Tallgrass Estates, LLC (Edward Mattox)

HOME ADDRESS:

CITY, STATE, ZIP:

HOME PHONE:

CELL #: 815-693-8888 **E-MAIL**: emattox@kiplinggrp.com

BUSINESS ADDRESS: 1230 W. Jefferson Street PHONE: 815-927-5101

CITY, STATE, ZIP: Shorewood, IL 60404

BUSINESS PHONE:

ENGINEER: Ruettiger, Tonelli & Associates, Inc.

ADDRESS: 129 Capista Drive, Shorewood, IL 60404 PHONE: 815-744-6600

LAND SURVEYOR: Ruettiger, Tonelli & Associates, Inc.

ADDRESS: 129 Capista Drive, Shorewood, IL 60404 PHONE: 815-744-6600

ATTORNEY: _____

ADDRESS: _____ PHONE: _____

LEGAL DESCRIPTION OF PROPERTY: see attached

_____

_____

_____

_____

COMMON ADDRESS: N/A

PERMANENT INDEX NUMBER (Tax No.): 05-06-15-302-009 & 05-06-15-302-010

SIZE: 8.794 acres

NO. OF LOTS: 5

PRESENT USE: vacant/multi-family building EXISTING ZONING: R5 residential

USES OF SURROUNDING PROPERTIES: North: R-5 residential

South: A-1 (Will County)

East: A-1 (Will County)

West: B-2 community shopping dist. (Shorewood)

Name of Park District: Joliet

Date Contacted Park District: _____

Is any open space/park site being offered as part of a preliminary PUD? No

If yes, what amount? _____

(Acknowledgment by Park District Official) _____

_____

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes _____ No X If yes, list the Case number and name: _____

_____

Is any variance from the Subdivision Regulations being requested? Yes X No _____

If yes, describe: _____

Attach ten (10) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: _____

_____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Edward Mathoy, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 2/9/23 _____
Petitioner's Name

Subscribed and sworn to before me this 9th day of February, 2023

_____ November 22, 2026
Notary Public My Commission Expires:

Official Seal
Deborah L Kilhafner
Notary Public State of Illinois
My Commission Expires 11/22/2026

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:

PIN(s): 05-06-15-302-009, 05-06-15-302-0010

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate 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
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**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 or the right to direct the affairs of the organization

Tallgrass Estates, LLC (Edward Mattox)

1230 W. Jefferson Street

Shorewood, IL 60404

815-927-5101 - office / 815-693-8888 - cell

E-MAIL: emattox@kiplinggrp.com **FAX:**

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

Tallgrass Estates, LLC (Edward Mattox)

1230 W. Jefferson Street

Shorewood, IL 60404

815-927-5101 - office / 815-693-8888 - cell

E-MAIL: emattox@kiplinggrp.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: Edward Mattox

DATE: 2-16-23

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

PRINT

KIPLING
GROUP
DEVELOPMENT – CONSTRUCTION – MANAGEMENT

February 13, 2023

Mr. Jim Torri
City Planner
City of Joliet
150 W Jefferson
Joliet, IL 60432

Re: Planned Unit Development Timber Pointe Resubdivision

Dear Mr. Jim:

Per your request below is the process being proposed for Timber Pointe Planned Unit Development Resubdivision.

1) **MARKET STUDY:**
We had a market study prepared by Tracy Cross, to identify the need and velocity of the absorption of these multi-family rental homes. Absorption per the Tracy Cross report is 7 units per month. We will construction this development to be build out in approximately 12 months.

2) **FINANCING:**
Financing has been approved by Wintrust Bank construct 2 buildings at a time over the course of 12 months.

3) **MANAGEMENT:**
The multi-family rental homes will be portfolioed, leased and managed by Kipling Group.

4) **DEVELOPMENT PLAN**
This Development site plan will be developed at one time. The 2 buildings will be constructed together at the same time over the course of 12 months.

If you have any further questions, or need more explanation, please do not hesitate to contact me. Thank you.

Sincerely,

Edward Mattox
Manager

Cc:

PRELIMINARY PLAT

of

TIMBER POINTE UNIT 2

A Resubdivision of Lot 3 in Timber Pointe Planned Unit Development and a Resubdivision of Lot 9 of the Resubdivision of Lot 2 of Timber Pointe Planned Unit Development, a subdivision in the Northwest Quarter and the Southwest Quarter of Section 15, Township 35 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois.

OWNER / DEVELOPER:
TALLGRASS ESTATES, LLC.
c/o EDWARD MATTOX
1230 W. JEFFERSON STREET
SHOREWOOD, ILLINOIS 60404
email: emattox@kiplingrp.com

LAND SURVEYOR / ENGINEER:
RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph. (815) 744-6600

P.I.N.: 06-15-302-009
P.I.N.: 06-15-302-010

LEGAL DESCRIPTION

PARCEL 1:
LOT 3 IN TIMBER POINTE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2021 AS DOCUMENT NO. R2021-061847, IN WILL COUNTY, ILLINOIS.

PARCEL 2:
LOT 9 IN THE RESUBDIVISION OF LOT 2 OF TIMBER POINTE PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2023 AS DOCUMENT NO. R2023-001150, IN WILL COUNTY, ILLINOIS.

(A) P.I.N. 06-15-302-005-0000
TALLGASS ESTATES, LLC
1230 W. JEFFERSON ST
SHOREWOOD, ILLINOIS 60404
ZONED: R-4 (CITY OF JOLIET)

(B) P.I.N. 06-15-302-002-0000
GEHRIS FAITH TRUST
20454 S ROCK RUN RD
JOLIET, ILLINOIS 60431
ZONED: A-1 (WILL COUNTY)

(C) P.I.N.06-15-203-016-0000
COM AREA TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(D) 06-15-119-078-0000
TIMBER POINTE APARTMENTS LLC
ATTN J RUSSELL & E MATTOX
1380 NAGEL BLVD
BATAVIA, ILLINOIS 60510
R-4 (CITY OF JOLIET)

(E) 06-15-119-077-0000
TIMBER POINTE APARTMENTS LLC
ATTN J RUSSELL & E MATTOX
1380 NAGEL BLVD
BATAVIA, ILLINOIS 60510
R-4 (CITY OF JOLIET)

(F) 06-15-119-076-0000
TIMBER POINTE APARTMENTS LLC
ATTN J RUSSELL & E MATTOX
1380 NAGEL BLVD
BATAVIA, ILLINOIS 60510
R-4 (CITY OF JOLIET)

(G) P.I.N.06-15-119-075-0000
TIMBER RIDGE ESTATES, LLC
1230 W. JEFFERSON ST
SHOREWOOD, ILLINOIS 60404
ZONED: R-4 (CITY OF JOLIET)

(H) P.I.N.06-15-119-074-0000
TIMBER RIDGE ESTATES, LLC
1230 W. JEFFERSON ST
SHOREWOOD, ILLINOIS 60404
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N. 06-15-119-084-1001
DOLL DANIEL D
4470 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N. 06-15-119-084-1002
STRAHL MARK
4472 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N. 06-15-119-084-1003
TALL OAKS GROUP LLC
36W350 OAK POINTE DR
ST CHARLES, ILLINOIS 60175
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1004
FISCHER DIANNE TR 1-7944
4476 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1005
PARRA JORGE ALEJANDRO TR
4478 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1006
ANDERSON JOAN TR
4480 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1007
PLYER LUCIA
4482 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1008
WHEAT DEBORAH A
4484 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1009
TALL OAKS GROUP LLC
36W350 OAK POINTE DR
ST CHARLES, ILLINOIS 60175
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1010
SANTERELLI DALE
4486 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1011
LOEFFLER DANIELLE
4496 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1012
COLOMA RONALDO
12900 ALPINE WAY
PLAINFIELD, ILLINOIS 60585
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1013
JACKSON ARSANTAE D
4492 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1014
REGIS DOMINIC A
4490 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

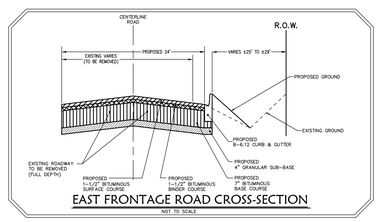
(I) P.I.N.06-15-119-084-1015
HILLARD CRYSTAL L
4488 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

(I) P.I.N.06-15-119-084-1016
DANCY ERIC A
GOOD RONALD PAUL
4486 TIMBER RIDGE CT
JOLIET, ILLINOIS 60431
ZONED: R-4 (CITY OF JOLIET)

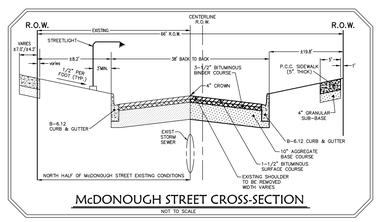
(J) P.I.N.06-15-400-010-0010
MDS EAST PARCEL TRUST
20400 S. ROCK RUN DR
JOLIET, ILLINOIS 60431
ZONED: A-1 (WILL COUNTY)

(K) P.I.N.06-15-400-010-0020
MDS EAST PARCEL TRUST
VACANT S. ROCK RUN DR
JOLIET, ILLINOIS 60431
ZONED: R-4 (LOW DENSITY MULTI-FAMILY RESIDENTIAL)

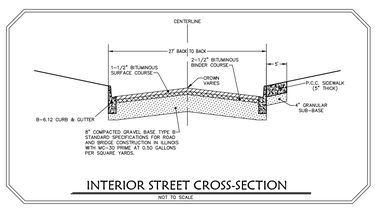
(L) P.I.N.06-15-400-002
CHICAGO TITLE LAND TRUST CO.
20420 S. ROCK RUN DR
JOLIET, ILLINOIS 60431
ZONED: A-1 (WILL COUNTY)



EAST FRONTAGE ROAD CROSS-SECTION
NOT TO SCALE



McDONOUGH STREET CROSS-SECTION
NOT TO SCALE



INTERIOR STREET CROSS-SECTION
NOT TO SCALE

N. Line, NW1/4, Sec. 15-35-09
NW corner, NW1/4, Sec. 15-35-09
NE corner, NW1/4, Sec. 15-35-09
W. Line, NW1/4, Sec. 15-35-09
N01°31'16"W 2657.54'
TIMBER OAKS P.U.D. UNIT 2 RESUB OF LOTS 3 AND 4 LOT 27
TIMBER OAKS CONDOS LOT 7 SUPPLEMENT NO. 2
LOT 7
LOT 8
LOT 9
TIMBER OAKS P.U.D. UNIT 2 RESUB OF LOTS 3 AND 4
LOT 10
LOT 11
LOT 12
TALL TREE LANE
55 ROAD
75' Right-of-Way Line of Interstate 55
McDONOUGH
AGREED BOUNDARY LINE PER DOC. NO. R96-14622
INTERSTATE
FRONTAGE
SKY VIEW SUBDIVISION UNIT 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 12
LOT 1 Timber Pointe rec'd 06/04/2021 as thru no. R2021-061847
PARCEL 2
237,860 S.F.
(Common Area)
13
69,588 S.F.
14
168,272 S.F.
10
52,489 S.F.
11
42,211 S.F.
12
50,470 S.F.
1 42,226 S.F.
2 39,171 S.F.
3 41,991 S.F.
4 35,324 S.F.
5 37,440 S.F.
6 41,811 S.F.
7 39,002 S.F.
8 36,189 S.F.
N88°58'30"E 2655.52'
N88°58'30"E 1327.76'
N88°51'15"E 1253.97'
N89°05'41"E 11.34'
S01°57'25"E 5.56'
N89°05'41"E 11.88'
N27°25'54"E 3.34'
found 5/8" rebar (by IET & A)
found iron (by others) is 2.12'W & 4.19'S
found iron (by others) is 45.75'N & 2.71'W
found pipe (by others) is 0.02'E & 5.13'N
found pipe (by others) is 0.42'E & 11.52'S
found rebar (by others)
867.44' N 88°51'15" E
1256.38'
N. LINE, SW1/4, Sec. 15-35-09
N. LINE, LOT 2
NORTHERN ILLINOIS GAS COMPANY GAS PIPELINE RIGHT PER DOC. NO. R68-2571
NORTHERN ILLINOIS GAS COMPANY GAS PIPELINE RIGHT PER DOC. NO. 975439
105.00'
45.00'
N 89°01'25" E 268.67'
S 88°51'15" W 299.85'
S 88°51'15" W 235.03'
N 88°51'15" E 220.60'
N 88°51'15" E 229.42'
N 89°01'25" E 232.52'
S 88°51'15" W 234.02'
N 88°51'15" E 234.02'
N 88°51'15" E 211.62'
N 88°51'15" E 255.00'
65.36' N 88°51'15" E
R=220.00' L=103.12' CH=N 75°23'07" E 102.16'
R=220.00' L=104.12' CH=N 102°08'52" E 103.09'
R=329.50' A=104.12' CH=S 79°23'07" W 103.69'
R=329.50' A=104.12' CH=S 102°08'52" W 103.69'
R=270.50' A=127.82' CH=S 75°23'07" W 126.63'
R=270.50' A=127.82' CH=S 88°51'15" W 126.63'
R=270.50' A=127.82' CH=N 75°23'07" E 126.63'
R=270.50' A=127.82' CH=N 88°51'15" E 126.63'
S 01°30'45" E 330.10'
S 01°08'45" E 330.10'
N 01°08'45" W 330.10'
N 01°30'45" W 330.10'
S 01°08'45" E 330.10'
N 01°08'45" W 330.10'
N 01°08'45" W 330.10'
S 01°08'45" E

Final Plat

of

TIMBER POINTE UNIT 2

A Resubdivision of Lot 3 in Timber Pointe Planned Unit Development and a Resubdivision of Lot 9 of the Resubdivision of Lot 2 of Timber Pointe Planned Unit Development, a subdivision in the Northwest Quarter and the Southwest Quarter of Section 15, Township 35 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois.

OWNER / DEVELOPER:
TALLGRASS ESTATES, LLC.
c/o EDWARD MATTOX
1230 W. JEFFERSON STREET
SHOREWOOD, ILLINOIS 60404
email: emattox@kiplinggrp.com

LAND SURVEYOR / ENGINEER:
RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph. (815) 744-6600

P.I.N.: 06-15-302-009
P.I.N.: 06-15-302-010

LEGAL DESCRIPTION

PARCEL 1:
LOT 3 IN TIMBER POINTE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2021 AS DOCUMENT NO. R2021-061847, IN WILL COUNTY, ILLINOIS.

PARCEL 2:
LOT 9 IN THE RESUBDIVISION OF LOT 2 OF TIMBER POINTE PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2023 AS DOCUMENT NO. R2023-001150, IN WILL COUNTY, ILLINOIS.

NORTH
GRAPHIC SCALE
60 0 60
(IN FEET)
1 inch = 60 ft

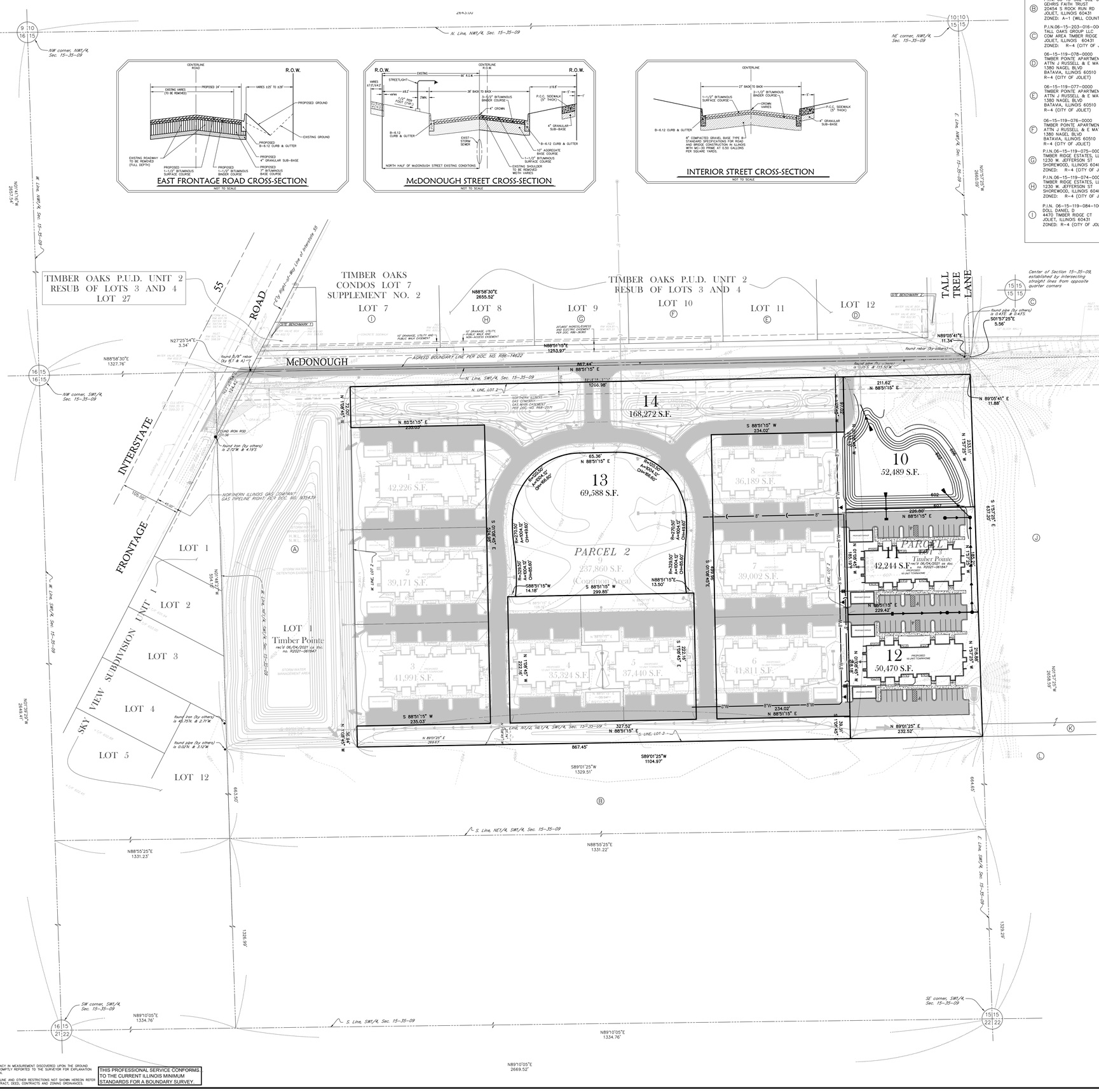
BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD 83)

(A) P.I.N. 06-15-302-005-0000 TALLGASS ESTATES, LLC 1230 W. JEFFERSON ST SHOREWOOD, ILLINOIS 60404 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1002 STRAHL MARK 4472 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N.06-15-119-084-1012 COLOMA RONALDO 12900 ALPINE WAY PLAINFIELD, ILLINOIS 60585 ZONED: R-4 (CITY OF JOLIET)
(B) P.I.N. 06-15-302-002-0000 GEHRIS FAITH TRUST 20454 S ROCK RUN RD JOLIET, ILLINOIS 60431 ZONED: A-1 (WILL COUNTY)	(I) P.I.N. 06-15-119-084-1003 TALL OAKS GROUP LLC 36W350 OAK POINTE DR ST CHARLES, ILLINOIS 60175 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N.06-15-119-084-1013 JACKSON ARSANTAE D 4492 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)
(C) P.I.N.06-15-203-016-0000 COM AREA TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1004 FISCHER DIANNE TR 1-7944 4476 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1014 REGIS DOMINIC A 4490 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)
(D) 06-15-119-078-0000 TIMBER POINTE APARTMENTS LLC ATTN J RUSSELL & E MATTOX 1380 NAGEL BLVD BATAVIA, ILLINOIS 60510 R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1005 PARRA JORGE ALEJANDRO TR 4478 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1015 HILLARD CRYSTAL L 4488 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)
(E) 06-15-119-077-0000 TIMBER POINTE APARTMENTS LLC ATTN J RUSSELL & E MATTOX 1380 NAGEL BLVD BATAVIA, ILLINOIS 60510 R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1006 ANDERSON JOAN TR 4480 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1016 DANCY ERIC A GOOD RONALD PAUL 4486 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)
(F) 06-15-119-076-0000 TIMBER POINTE APARTMENTS LLC ATTN J RUSSELL & E MATTOX 1380 NAGEL BLVD BATAVIA, ILLINOIS 60510 R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1007 PLYER LUCIA 4482 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(J) P.I.N. 06-15-400-010-0010 MDS EAST PARCEL TRUST 20400 S. ROCK RUN DR JOLIET, ILLINOIS 60431 ZONED: A-1 (WILL COUNTY)
(G) P.I.N. 06-15-119-075-0000 TIMBER RIDGE ESTATES, LLC 1230 W. JEFFERSON ST SHOREWOOD, ILLINOIS 60404 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1008 WHEAT DEBORAH A 4484 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(K) P.I.N.06-15-400-010-0020 MDS EAST PARCEL TRUST VACANT S. ROCK RUN DR JOLIET, ILLINOIS 60431 ZONED: R-4 (LOW DENSITY MULTI-FAMILY RESIDENTIAL)
(H) P.I.N. 06-15-119-074-0000 TIMBER RIDGE ESTATES, LLC 1230 W. JEFFERSON ST SHOREWOOD, ILLINOIS 60404 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1009 TALL OAKS GROUP LLC 36W350 OAK POINTE DR ST CHARLES, ILLINOIS 60175 ZONED: R-4 (CITY OF JOLIET)	(L) P.I.N.06-15-400-002 CHICAGO TITLE LAND TRUST CO. 20420 S. ROCK RUN DR JOLIET, ILLINOIS 60431 ZONED: A-1 (WILL COUNTY)
(I) P.I.N. 06-15-119-084-1001 DOLL DANIEL D 4470 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	(I) P.I.N. 06-15-119-084-1010 SANTERELLI DALE 4498 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	
	(I) P.I.N. 06-15-119-084-1011 LOEFFLER DANIELLE 4496 TIMBER RIDGE CT JOLIET, ILLINOIS 60431 ZONED: R-4 (CITY OF JOLIET)	

EAST FRONTAGE ROAD CROSS-SECTION
NOT TO SCALE

McDONOUGH STREET CROSS-SECTION
NOT TO SCALE

INTERIOR STREET CROSS-SECTION
NOT TO SCALE


N. Line, NW1/4, Sec. 15-35-09
NW corner, NW1/4, Sec. 15-35-09
NE corner, NW1/4, Sec. 15-35-09
W. Line, NW1/4, Sec. 15-35-09
N01°31'16"W 2657.54'
TIMBER OAKS P.U.D. UNIT 2 RESUB OF LOTS 3 AND 4 LOT 27
55
ROAD
TIMBER OAKS CONDOS LOT 7 SUPPLEMENT NO. 2
LOT 7
TIMBER OAKS P.U.D. UNIT 2 RESUB OF LOTS 3 AND 4
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
TALL TREE LANE
Center of Section 15-35-09, established by intersecting straight lines from opposite quarter corners
N88°56'30"E 1327.76'
N27°25'54"E 3.34'
found 5/8" rebar (by IET & A)
McDONOUGH
AGREED BOUNDARY LINE PER DOC. NO. R98-14622
N88°56'30"E 2655.52'
N89°05'41"E 11.34'
S01°57'25"E 5.56'
found pipe (by others) is 0.43'E. & 0.42'S.
found rebar (by others)
W.H. BENCHMARK 1
W.H. BENCHMARK 2
W.H. BENCHMARK 3
N88°51'15"E 1253.97'
867.44'
N 88°51'15" E
1256.38'
N89°05'41"E 11.88'
INTERSTATE
FRONTAGE
SKY VIEW SUBDIVISION UNIT 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 12
found iron rod (by others) is 45.75'N. & 2.71'W.
found pipe (by others) is 0.02'N. & 5.13'W.
NORTHERN ILLINOIS GAS COMPANY GAS PIPELINE RIGHT PER DOC. NO. 975439
105.00'
45.00'
N. LINE, LOT 2
S. LINE, LOT 2
N. LINE, SW1/4, Sec. 15-35-09
N 89°01'25" E 268.67'
N 89°01'25" E 232.52'
S89°01'25"W 1329.51'
S89°01'25"W 1104.97'
327.53'
N 88°51'15" E
S 88°51'15" W 235.03'
S 88°51'15" W 234.02'
N 88°51'15" E 226.80'
N 88°51'15" E 229.42'
211.62'
N 88°51'15" E
N 88°51'15" E 255.00'
S 88°51'15" W 14.16'
S 88°51'15" W 299.85'
N88°51'15"E 13.50'
65.36'
N 88°51'15" E
R=220.00' L=103.02' CH=N 74°24'10" E CH=102.06'
R=280.00' L=131.12' CH=N 74°24'10" E CH=129.92'
R=329.50' L=154.26' CH=N 74°24'10" E CH=152.85'
R=270.50' L=126.66' CH=N 74°24'10" E CH=125.49'
R=329.50' L=154.26' CH=N 74°24'10" E CH=152.85'
R=270.50' L=126.66' CH=N 74°24'10" E CH=125.49'
14
168,272 S.F.
13
69,588 S.F.
10
52,489 S.F.
12
50,470 S.F.
PARCEL 2
9
237,860 S.F.
(Common Area)
PARCEL 1
Timber Pointe
rec'd 06/04/2021 as doc. no. R2021-061847
42,244 S.F.
1
42,226 S.F.
2
39,171 S.F.
3
41,991 S.F.
4
35,324 S.F.
5
37,440 S.F.
6
41,811 S.F.
7
39,002 S.F.
8
36,189 S.F.
PROPOSED 24' ACCESS EASEMENT
PROPOSED STORM WATER MANAGEMENT EASEMENT
H.W.L. 595.00
N.W.L. 593.00
STORM WATER DETENTION EASEMENT
S 89°01'25" E 1104.97'
S 01°58'45" E 1322.16'
N 01°58'45" W 1322.16'
N 01°58'45" W 1197.90'
S 01°58'45" E 1197.90

KIPLING GROUP

TIMBER RIDGE HOMES

BUILDING "A" - UNIT C (HC)
JOLIET, ILLINOIS

STRUCTURAL ENGINEER

OWNER

KIPLING GROUP
1230 West Jefferson Street
Shorewood IL, 60431
815- 725-0678

PROJECT ARCHITECT / DESIGN FIRM

B. L. R. Architects
Custom Homes Multifamily Additions Consulting
1109 Ogden Avenue
Lisle, Illinois 60532
Phone: 630.435.0100 Fax: 630.435.0107

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, COMPLY WITH ALL APPLICABLE CODES."

STAMPS

CONSTRUCTION DATA

ADOPTED CODES BY THE VILLAGE OF JOLIET:

BUILDING CODES

- 2003 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
- 2003 INTERNATIONAL RESIDENTIAL CODE W/ AMENDMENTS
- 2003 INTERNATIONAL MECHANICAL CODE
- 2003 INTERNATIONAL FUEL GAS CODE W/ AMENDMENTS
- 2003 INTERNATIONAL FIRE CODE
- 2000 NFPA 101 LIFE SAFETY CODE
- 2014 NATIONAL ELECTRICAL CODE (NFPA 70) W/ AMENDMENTS
- 2014 STATE OF ILLINOIS PLUMBING CODE
- 2003 INTERNATIONAL PROPERTY MAINTENANCE CODE
- 2015 ILLINOIS ENERGY CONSERVATION CODE
- 1991 AMERICANS WITH DISABILITIES ACT (ADA)

CONSTRUCTION TYPE:
5-B UNPROTECTED
COMBUSTABLE

ILLINOIS ENERGY CONSERVATION CODE

TABLE 303.1.1(2) 2015 IECC
DEFAULT DOOR U-FACTORS

DOOR TYPE	U-FACTOR
UNINSULATED METAL	1.20
INSULATED METAL	.60
WOOD	.50
INSULATED, NON-METAL EDGE, MAX 45% GLAZING, ANY GLAZING DOUBLE PANE	.32

NOTE:
A PERMANENT CERTIFICATE OF INSULATION MUST BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL. THE CERTIFICATE SHALL LIST THE PREDOMINANT R-VALUES OF INSULATION IN OR ON CEILING/ROOF, WALLS FOUNDATION, AND DUCTS OUTSIDE CONDITIONED SPACES. IT MUST ALSO LIST THE U-FACTORS AND SOLAR HEAT GAIN COEFFICIENT FOR ALL FENESTRATION.

INDEX

ARCHITECTURAL SHEETS:

C0 COVER SHEET
SP SPECIFICATIONS

A1 FIRST FLOOR - UNIT 'C' (2 BATH HC)
A1a FIRST FLOOR PLAN - UNIT 'C'
A1b SECOND FLOOR PLAN - UNIT 'C' 5

A2 FIRST FLOOR PLAN - UNIT 'D' (STANDARD 2 BED, 2 BATH)
SECOND FLOOR PLAN- UNIT 'D' (OPT.'L 2 BATH)

A3 FIRST & SEC. FLOOR PLAN - UNIT 'E'

A4 FOUNDATION - 16 UNIT BUILDING
A5 ELEVATIONS - 16 UNIT BUILDING
A6 ROOF PLAN - 16 UNIT BUILDING

A7 WALL SECTION -
A8 FIRST FLOOR PLAN - 16 UNIT BUILDING
A9 SECOND FLOOR PLAN - 16 UNIT BUILDING 4

E1 ELECTRICAL FIRST - UNIT 'D' (END UNIT) HANDICAP ACCESS.)
E1b ELECTRICAL FIRST - UNIT 'D' (STANDARD 2 BED, 2BATH)
E2 ELECTRICAL SEC. PLANS - UNIT 'D') (OPT.'L 2 BATH) 5

E2a ELECTRICAL FIRST - UNIT 'C' (2 BATH HC)
E3 ELECTRICAL PLANS - UNIT 'C'

E4 ELECTRICAL PLANS - UNIT 'E'
P1 PLUMBING DIAGRAMS AND NOTES

D1 WALL SECTIONS & DETAILS
D2 TYPICAL DETAILS
D3 TYPICAL DETAILS
D4 TYPICAL DETAILS
D5 TYPICAL DETAILS
D6 TYPICAL DETAILS

GENERAL NOTES

DESIGN CRITERIA

DESIGN LOADS	LIVE LOAD (LL)	DEAD LOAD (DL)
ONE AND TWO FAMILY DWELLINGS	40 psf	10 psf
SLEEPING ROOMS	40 psf	10 psf
STAIRS, EXITS, TERRACES	100 psf	10 psf
WALLS	60 plf OF ACTUAL LOAD	
CEILING	20 psf	10 PSF (ROOF SLOPES OVER 3:12)
ROOF LOAD	30 psf	17 psf
CATHEDRAL	30 psf	15 psf (ALL SLOPES)
EXTERIOR BALCONY	60 psf	10 psf
EXTERIOR DECKS	40 psf	10 psf
WIND LOAD	30 psf	
SNOW LOAD	30 psf	
ATTICS: BOTTOM CHORD OF TRUSS (NO STORAGE)		10 psf
BOTTOM CHORD OF TRUSS (W/ STORAGE)		20 psf
SOIL BEARING CAPACITY		3,000 psf

STRUCTURAL FRAMING LUMBER

- FLOOR JOISTS, CEILING JOISTS, HEADERS, AND RAFTERS, IN GRADE BASE VALUE (USE NO MULTIPLIERS AGAINST BASE VALUE)
- GRADE & SPECIES HF DOMESTIC BASE FB = 850

SPECIFY MANUFACTURER AND NAME OF SPECIFIC BEAM PRODUCT WITH THE CURRENT SIZE, FB AND E VALUES PER MANUFACTURER

MANUFACTURER: 'ILEVEL WEYERHAEUSER' PRODUCT LVL
SIZE (PER PLANS): FB= 2900 E= 2.0 X 10 psi

MANUFACTURER: 'IMPERIAL LAMINATORS' PRODUCT GLUE-LAM
SIZE (PER PLANS): FB= 2600 E= 1.9 X 10 psi

MANUFACTURER: 'ILEVEL WEYERHAEUSER' PRODUCT PSL
SIZE (PER PLANS): FB= 1600 E= 1.4 X 10 psi

NOTE: THIS MANUFACTURER WILL BE ACCEPTED UNLESS THE ARCHITECT HAS SUBMITTED, TO THE VILLAGE OF JOLIET, AN AMENDMENT FORM CHANGING TO ANOTHER MANUFACTURER AND IS APPROVED BY THE VILLAGE PRIOR TO INSTALLATION OF THE PRODUCT.

NOTE: ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH IECC SECTIONS R401, 402.4, 402.5 AND 403.1.1-6

- ALL ROOF DOWNSPOUTS SHALL BE DISCHARGED ONTO A SPLASH BLOCK ON THE GROUND
- ALL EXTERIOR FOUNDATION/FOOTING DRAINS SHALL BE CONNECTED TO SUMP PUMPS, AND THE DISCHARGE OF GROUNDWATER OR STORM WATER THEREFROM SHALL BE MADE INTO STORM SEWERS OR TO DRAINAGE DITCHES OR SWALES. NO EXTERIOR FOUNDATION/FOOTING DRAINS SHALL BE CONNECTED TO A SANITARY SEWER SYSTEM
- 4" PERIMETER DRAIN TILE SHALL HAVE AN APPROVED FILTER MEMBRANE
- ALL FLOOR DRAINS SHALL BE CONNECTED TO EJECTOR PUMPS, AND THE DISCHARGE OF WASTE-WATER THEREFROM SHALL BE MADE INTO A SANITARY SEWER SYSTEM
- SUMP PUMP INSTALLED TO RECEIVE AND DISCHARGE GROUNDWATER OR STORM WATER SHALL BE CONNECTED TO A STORM SEWER SYSTEM OR DISCHARGED TO APPROVED DRAINAGE DITCHES OR SWALES
- EJECTOR PUMPS INSTALLED TO RECEIVE AND DISCHARGE FLOOR DRAIN FLOWS, WASTEWATER, OR OTHER SANITARY SEWAGE SHALL BE CONNECTED TO A SANITARY SEWER SYSTEM
- EVERY ELEVATION OF A DWELLING SHALL HAVE WINDOWS
- CONTINUITY OF DESIGN SHALL BE CARRIED AROUND ALL FOUR ELEVATIONS OF THE DWELLING.
- GARAGES SHALL HAVE AT LEAST ONE WINDOW ON EACH EXTERIOR ELEVATION
- ALL ATTIC VENTILATION VENTS AND PLUMBING VENTS SHALL BE LOCATED ON THE REAR ELEVATIONS OR IN LOCATION NOT VISIBLE FROM ADJACENT STREETS AND SHALL BE PAINTED TO MATCH THE ROOF COLOR. ALL VENTING FROM FURNACES AND WATER HEATERS SHALL BE BY DIRECT-VENT METHOD, IN THE BASEMENT OR FIRST STORY THROUGH A SIDEWALL
- ALL VISIBLE SUPPORT POSTS FOR DECKS MUST BE A MINIMUM OF 6X6
- ASPHALT SHINGLES SHALL BE INSTALLED IN ACCORDANCE WITH SECTION R905.2.6. SHINGLES SHALL BE ASPHALT SHINGLES WITH A MIN. WARRANTY OF 25 YEARS OR LONGER AND SHALL BE 265 POUNDS PER SQUARE OR HAVE A WIND RESISTANCE RATING OF 120 MILES PER HOUR
- 210.12(A) WHERE REQUIRED, ALL 15A OR 20A, 120V BRANCH CIRCUITS IN DWELLING UNITS SUPPLYING OUTLETS IN FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, OR SIMILAR ROOMS OR AREAS MUST BE PROTECTED BY A LISTED AFCI DEVICE OF THE COMBINATION TYPE
- ALUMINUM SOFFIT AND FASCIA WILL NOT BE USED
- RIDGE ROOF VENTS SHALL BE SHINGLE-OVER. NO METAL ROOF VENTS SHALL BE USED.
- PROVIDE MAKE-UP AIR N ALL LAUNDRY ROOMS PER IRC M1601.3 OR M2405
- COMBUSTION, VENTILATION AND DILUTION AIR PROVISIONS SHALL BE AS PER IRC G2407
- THE PLANNING AND DESIGNING OF THE PLUMBING SYSTEM SHALL BE PERFORMED ONLY BY A LICENSED PLUMBER OR BY ANY PERSON WHO IS LICENSED OR REGISTERED UNDER THE ILLINOIS ARCHITECTURE PRACTICE ACT OF 1989 (PER ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/3 SEC 3)
- ALL PREMISES INTENDED FOR HUMAN HABITATION OR OCCUPANCY SHALL BE PROVIDED WITH A POTABLE WATER SUPPLY. THE POTABLE WATER SUPPLY SHALL NOT BE CONNECTED TO NON-POTABLE WATER AND SHALL BE PROTECTED FROM BACKFLOW AND BACK SIPHONAGE.
- ALL SHOWER COMPARTMENTS AND SHOWER-BATH COMBINATIONS SHALL BE PROVIDED WITH AN AUTOMATIC SAFETY WATER MIXING DEVICE TO PREVENT SUDDEN UNANTICIPATED CHANGES IN WATER TEMPERATURE OR EXCESSIVE WATER TEMPERATURES. THE AUTOMATIC SAFETY WATER MIXING DEVICE SHALL BE ADJUSTED TO A MAXIMUM SETTING OF 115°F AT THE TIME OF INSTALLATION.
- ALL PLUMBING TO COMPLY WITH SECTION 890.1210
- ALL PLUMBING TO COMPLY WITH SECTION ISPC SEC 890.1340
- ALL PLUMBING TO COMPLY WITH SECTION ISPC SEC 890.1420
- ALL PLUMBING TO COMPLY WITH SECTION ISPC SEC 890.1330
- THE DOORS FROM THE LIVING SPACE TO THE GARAGE SHALL BE INSULATED
- GAS METER AND PIPING SHALL BE PAINTED THE SAME PALATE AS THE BUILDING
- STUDS SHALL NOT BE DRILLED OR BORED MORE THAN 60 PERCENT ON INTERIOR NON-BEARING WALLS AND NO MORE THAN 40 PERCENT ON EXTERIOR OR BEARING WALLS. HOLES SHALL BE NO MORE THAN 5/8" TO THE EDGE OF THE STUD PER SECTION (R602.6)
- EAVE BAFFLES SHALL BE INSTALLED FROM THE EWAVE VENT TO OVER THE TOP OF THE ATTIC INSULATION (MIN. R-38 INSULATION IS REQUIRED OVER TOP PLATE AT EAVES
- PROVIDE AIR BARRIER AT ALL RIM BOARD INSULATION
- AIR BARRIERS SHALL BE INSTALLED BEHIND ALL ELECTRICAL OR COMMUNICATION BOXES AT BUILDING THERMAL ENVELOPES PER IECC TABLE (R402.4.1.1)

SQUARE FOOTAGE DATA

UNIT D		
FIRST FLOOR UNIT:	1,160	Sq. Ft.
SECOND FLOOR UNIT:	1,269	Sq. Ft.

UNIT C		
FIRST FLOOR UNIT:	1,180	Sq. Ft.
SECOND FLOOR UNIT:	1,203	Sq. Ft.

UNIT E		
FIRST FLOOR UNIT:	1,138	Sq. Ft.
SECOND FLOOR UNIT:	1,241	Sq. Ft.

2015 IECC REQUIREMENTS

A PERMANENT CERTIFICATE SHALL BE POSTED ON THE ELECTRICAL DISTRIBUTION PANEL LISTING THE PREDOMINANT R - VALUES OF INSULATION INSTALLED IN THE CEILING / ROOF, WALLS, FOUNDATION WALLS, FLOORS, HVAC DUCTS INSTALLED OUTSIDE OF CONDITION SPACE, AND THE U-FACTORS FOR ALL FENESTRATION. THE CERTIFICATE SHALL ALSO LIST THE TYPES AND EFFICIENCIES OF ALL HEATING, COOLING, AND WATER HEATING EQUIPMENT

ALL FENESTRATION SHALL HAVE A U-FACTOR OF NOT GREATER THAN Ø.32.

ALL ACCESS HATCHES AND DOORS BETWEEN CONDITIONED AND UNCONDITIONED SPACES SHALL BE WEATHER STRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION OF SURROUNDING SURFACES. A WOOD FRAMED BAFFLE OR RETAINER IS REQUIRED AROUND THE ACCESS OPENING WHERE LOOSE FILL INSULATION IS INSTALLED.

ALL WOOD-BURNING FIREPLACES SHALL HAVE GASKETED DOORS AND OUTDOOR COMBUSTION AIR

ALL RECESSED LIGHTING INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO LIMIT AIR LEAKAGE AND SHALL BE IC RATED AND LABELLED AS MEETING ASTM E 283. ALL RECESSED LIGHTING SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND THE INTERIOR WALL OR CEILING COVERING.

AT LEAST ONE PROGRAMMABLE THERMOSTAT SHALL BE PROVIDED FOR EACH SEPARATE HEATING AND COOLING SYSTEM.

ALL SUPPLY DUCTS IN ATTICS SHALL BE INSULATED TO R-8. ALL OTHER DUCTS INSTALLED OUTSIDE OF THE BUILDINGS THERMAL ENVELOPE TO BE INSULATED TO R6

ALL DUCTS, AIR HANDLERS, FILTER BOXES, AND BUILDING CAVITIES USED AS DUCTS SHALL BE SEALED AND MADE SUBSTANTIALLY AIR TIGHT BY MEANS OF TAPES, MASTICS, GASKETING OR OTHER APPROVED CLOSURE SYSTEMS.

A MINIMUM OF 75% OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH EFFICACY LAMPS.

THE BUILDING SHALL BE TESTED AND VERIFIED AS HAVING AIR LEAKAGE NOT EXCEEDING 3 CHANGES PER HOUR AFTER CREATION OF ALL PENETRATIONS OF THE BUILDING THERMAL ENVELOPE. TESTING SHALL BE CONDUCTED WITH A BLOWER DOOR AT THE PRESSURE OF 50 PASCALS. A WRITTEN AIR LEAKAGE REPORT SHALL BE PROVIDED TO THE CODE OFFICIAL.

ROOF/CEILING INSULATION SHALL BE WRITTEN IN INCHES ON MARKERS THAT ARE INSTALLED AT LEAST ONE FOR EVERY 300 SQUARE FEET THROUGHOUT THE ATTIC. MARKERS SHALL BE AFFIXED TO THE TRUSSES OR RAFTERS.

MECHANICAL SYSTEM PIPING CAPABLE OF CARRYING FLUIDS ABOVE 105 DEGREES FAHRENHEIT OR BELOW 55 DEGREES FAHRENHEIT SHALL BE INSULATED TO A MIN R3

DUCT TIGHTNESS TEST SHALL BE TESTED TO A SPECIFICAITON OF: LEAKAGE LESS THAN OR EQUAL TO 4 CFM PER 100 SQ FT AT A PRESSURE DEFFERENTIAL Ø.1 INCH W.G (25PA)

AIR HANDLERS TO HAVE MANUFACTURER'S CONFIRMATION OF AIR LEAKAGE NOT MORE THAN 2%.

THE FAN SUPPLYING THE VENTILATION AIR MUST CONSUME LESS THAN 2.8 CFM/S PER WATT.

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KIPLING GROUP
TIMBER RIDGE HOMES
JOLIET, ILLINOIS

BUILDING 'C'
COVER SHEET

REVISIONS:

1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
7		
8		
9		
10		
11		
12		
13		
14		

Drawn By: JM

Job No.: X

Date: 7.29.2019

Issued For Permit:

Sheet No. C0

PLOTTED: //TIMBERRIDGEAPT - BLD C - NEW ELDAG

Typical Door Schedule

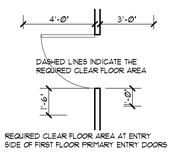
	Door Sizes	Door Descriptions
1	6080 SLIDING GLASS DOOR	TEMPERED GLASS LOCKING HARDWARE
1a	6068 SLIDING GLASS DOOR	TEMPERED GLASS LOCKING HARDWARE
2	8068 SLIDING GLASS DOOR	TEMPERED GLASS LOCKING HARDWARE
3	2668 SWING	METAL, INSULATED KEY LOCKING HARDWARE
4	2868 SWING	METAL, INSULATED KEY LOCKING HARDWARE
5	21080 SWING	METAL, INSULATED KEY LOCKING HARDWARE ENAMELED STEEL
6	3068 SWING	9 LITE METAL, INSULATED, LEVER HARDWARE, KEY LOCKING HARDWARE DEAD BOLT W/ 2'-0" TRANSOM ABOVE
7	2468 SWING	PASSAGE, HARDWARE
8	2668 SWING	PASSAGE, HARDWARE
9	2868 SWING	PASSAGE, HARDWARE
10	21068 SWING	PASSAGE, HARDWARE
11	3068 SWING	PASSAGE, HARDWARE
12	11068 SWING	PASSAGE, HARDWARE
13	1668 SWING	PASSAGE, HARDWARE
14	3068 SWING	PASSAGE, HARDWARE
15	4068 SWING	PASSAGE, HARDWARE
16	5068 BI-FOLD	PULLS
17	6068 BI-FOLD	PULLS
18	3068 SWING	9 LIGHT METAL, INSULATED, LEVER HARDWARE, KEY LOCKING HARDWARE DEAD BOLT
19	3068 SWING	LEVER HARDWARE
20	3080 SWING	METAL, INSULATED, KEY LOCKING HARDWARE, LEVER HARDWARE
21	3068 SWING	2 PANEL ARCH TOP, METAL, INSULATED, LEVER HARDWARE, DEAD BOLT, PEEP HOLE @ 3010 TRANSOM

ACCESSIBILITY REQUIRMENTS FOR ALL FIRST FLOOR UNITS

PER HUD GUIDLINES
ISSUED MARCH 6 1991
VOL. 56 NO. 44

GENERAL NOTS:

1. CHANGES IN LEVEL BETWEEN ¼" TO ½" SHALL BE BEVELED WITH A SLOPE NO GRATER THAN 1:2
2. DOORWAYS TO PROVIDE MIN. 32" NOMINAL CLEAR OPENINGS TO ROOMS.
3. HALLWAYS = MIN. 36" CLEAR
4. AT LEAST 1 (ONE) SHELF/POLE IN EACH CLOSET TO BE MOUNTED AT 54" A.F.F.
5. ½" MAX. THRESHOLD AT FRONT DOOR UNIT TO GARAGE DOOR AND SECONDARY EXITS, SUCH AS SLIDING GLASS DOORS AND FRENCH DOORS.
6. LEVER HARDWARE REQUIRED ON UNIT AND BUILDING ENTRY DOORS.
7. SLIDING GLASS DOORS SHALL HAVE A MIN. CLEAR OPENING OF 31 ⅝".
8. IT SHALL BE THE SUPPLIER AND /OR INSTALLERS RESPONSIBILITY TO PROVIDE AND/ OR MAINTAIN ALL REQUIRED CLEARANCES AT APPLIANCES AND FIXTURES.



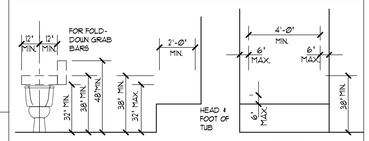
REQUIRED CLEAR FLOOR AREA AT ENTRY SIDE OF FIRST FLOOR PRIMARY ENTRY DOORS

ELECTRICAL NOTES:

LIGHT SWITCHES, ELECTICAL OUTLETS, THERMOSTATS, AND OTHER ENVIRONMENTAL CONTROLS ARE TO BE MOUNTED WITH ALL OPERABLE PARTS ON HIGHER THAN 48 INCHES AND NO LOWER THAN 15 INCHES ABOVE THE FINISHED FLOOR , PROVIDED IT IS NOT OBSTRUCTED BY AN OBJECT PROJECTING INTO THE FLOOR SPACE MORE THAN 19". FOR OCSTRUCTIONS PROJECTING INTO THE FLOOR SPACE BETWEEN 20 INCHES AND 25 INCHES THE MAXIMUM MOUNTING HEIGHT IS REDUCED TO 44 INCHES AND SHALL NOT BE PLACED IN AREA OBSTRUCTED MORE THAN 25 INCHES.



OUTLET MOUNTING HEIGHTS



NOTE: ALL REINFORCEMENT TO BE ¾" PLYWOOD, LET-IN TO STUDS.

ALL MOLDED (FIBERGLASS, ACRYLIC, ETC) BATHTUBS AND SHOWERS WITH INTEGRAL WALL PANELS SHALL BE DESIGNED AND LABELED AS BEING BUILT FOR GRAB BARS AND MEETING THE ANSI LOADING REQUIREMENTS.

UC FOLD DOUN GRAB BAR REINFORCEMENT SHALL BE PLACED ON THE TUB SIDE OF THE WATER CLOSET PROVIDING 18" FROM CENTERLINE TO TUB FACE

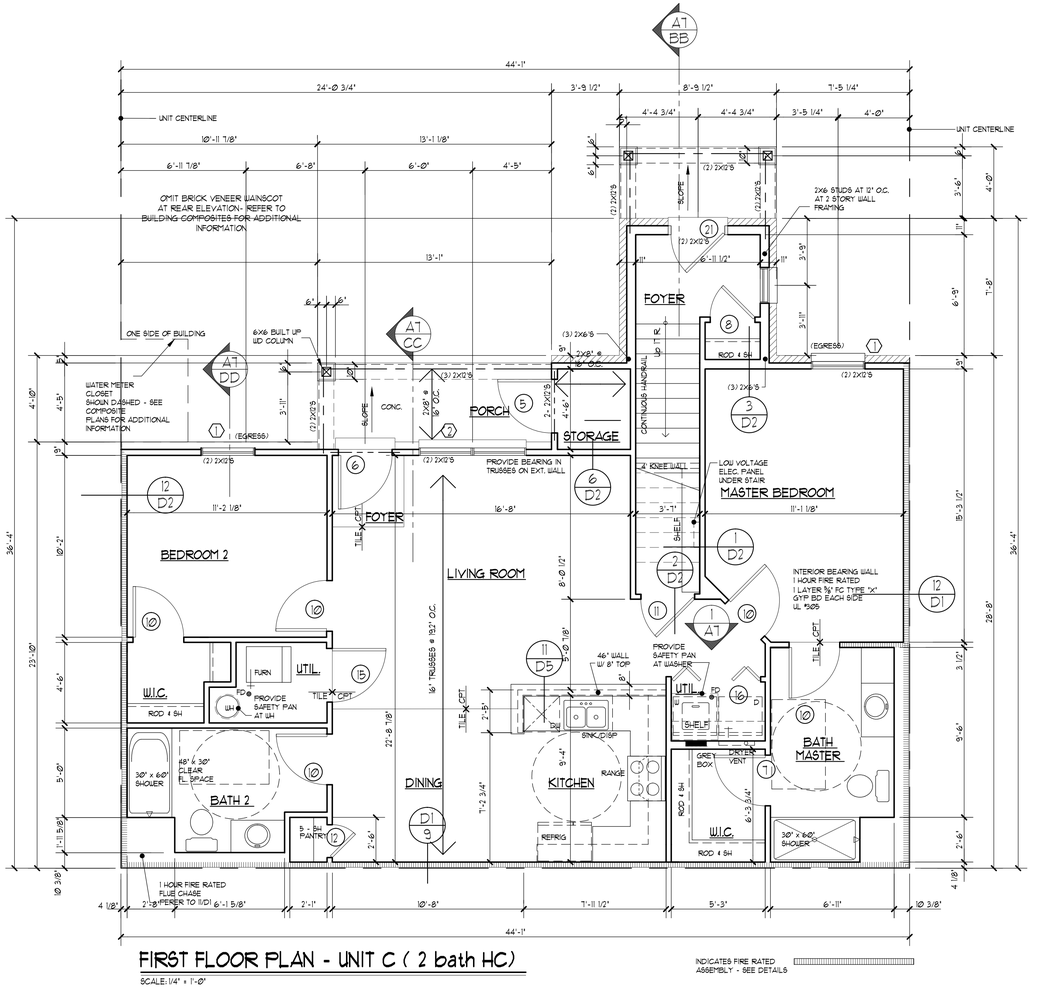
LOCATION OF REINFORCED AREA FOR GRAB BARS IN ALL BATHS

Window Schedule

	Door Descriptions	SIZE	REMARKS
1	3060 SH	3'-0" x 6'-0"	VINYL FRAME, INSULATED
2	(2) 3060 SH (MUL)	(2) 3'-0" X 6'-0"	VINYL FRAME, INSULATED & MULLED
3	(2) 3050 SH (MUL)	(2) 3'-0" X 5'-0"	VINYL FRAME, INSULATED & MULLED
4	3050 SH (FIXED)	3'-0" x 5'-0"	VINYL FRAME, INSULATED
5	2040 SH	2'-0" x 4'-0"	VINYL FRAME, INSULATED
6	3050 SH	3'-0" x 5'-0"	VINYL FRAME, INSULATED

SH - SINGLE HUNG

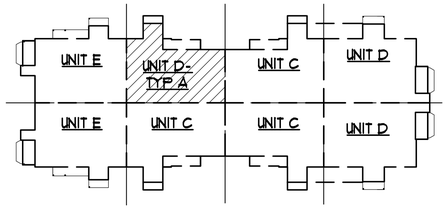
TEMPERED GLASS SHALL BE USED IN THE FOLLOUING CONDITIONS.
- IN SLIDING DOORS
- IN SLIDING GLASS DOORS (BOTH FIXED AND OPERABLE PANELS)
- IN STORM DOORS
- IN INDIVIDUAL FIXED OR OPERABLE PANELS TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24" ARCH OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE OF THE GLAZING IS WITHIN 60" OF WALKING SURFACE.
- IN PANELS GREATER THAM 9 SQ. FT. HAVING A BOTTOM EDGE WHITN 18" OF A WALKING SURFACE AND A TOP EDGE GREATER THA 36" ABOVE THE WALKING SURFACE, AND ON OR MORE WALKING SURFACES WITHIN 36" MEASUERED HORIZONTLY OF THE GLAZING.
- IN GUARDRAILS
- IN TUBS OR SHOWERS ENCLOSURES
- ADJACENT TO STAIRWAYS, LANDING, OR RAMPS WITH 36" HORIZONTALLY OF A WALKING SURFACE. WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60" ABOVE THE ADJACENT TREAD OR LANDING.
- ADJACENT TO STAIRWAYS WITHIN 60" HORIZONTALLY OF THE BOTTOM TREAD OF THE STAIRWAY IN ANY DIRECTION WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60" ABOVE THE BOTTOM TREAD.



FIRST FLOOR PLAN - UNIT C (2 bath HC)

SCALE: 1/4" = 1'-0"

INDICATES FIRE RATED ASSEMBLY - SEE DETAILS



KEY PLAN - BUILDING # - UNIT C - FIRST (HC)

N.T.S.

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENNGS, SEE SCHEDULE BELOW

LINTEL SCHEDULE:

STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 3/8"	9'-0" --- 10'-0"
6" X 3" X 3/8"	10'-0" --- 16'-0"
6" X 4" X 3/8"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-10" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOUS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOUER WINDOUS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

NOTE:
ALL GLASS (WINDOUS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

UNIT C		
FIRST FLOOR UNIT:	1,100	Sq. Ft.

LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

ALL EGRESS WINDOUS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOUS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.

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TIMBER RIDGE HOMES
JOLIET, ILLINOIS

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FIRST FLOOR PLAN - UNIT C (2 BATH) HANDICAP ACCESS.

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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Drawn By: JM

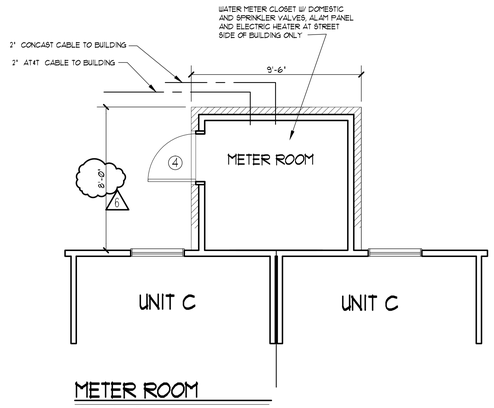
Job No.: X

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PLOTTED: //TIMBERRIDGEAPT - BLD C - NEW ELDVG

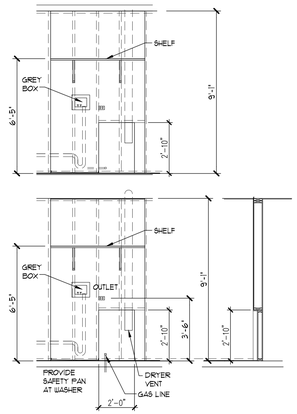


METER ROOM

SCALE: 1/4" = 1'-0"



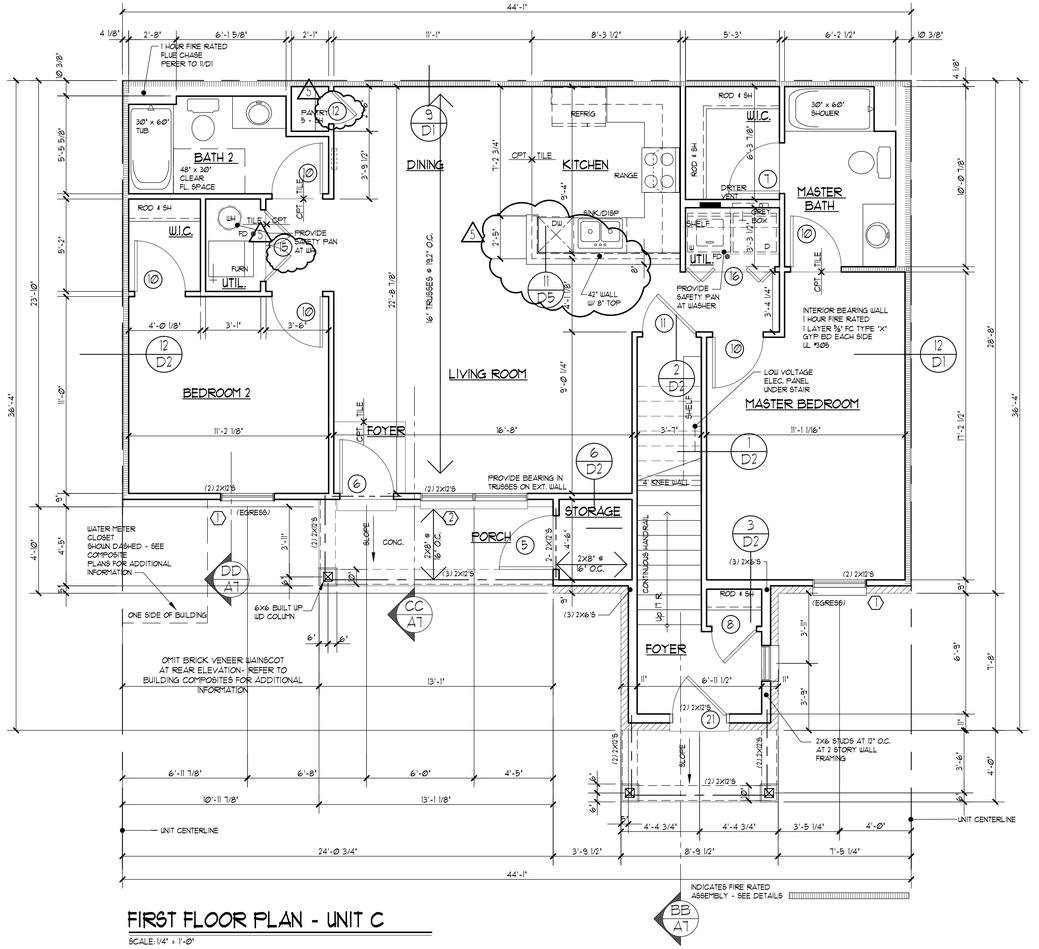
DRYER VENT



ELEVATION @ LAU- UTIL (DRYER VENT)

1 / A1a

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN - UNIT C

SCALE: 1/4" = 1'-0"

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW	
LINTEL SCHEDULE:	
STEEL ANGLE:	**CLEAR OPENING:**
3" X 3" X 5/16"	4'-Ø" OR LESS
3" X 3" X 5/16"	5'-Ø" --- 6'-Ø"
4" X 3" X 5/16"	6'-Ø" --- 7'-Ø"
4" X 3" X 5/16"	7'-Ø" --- 8'-Ø"
5" X 3" X 5/16"	8'-Ø" --- 9'-Ø"
5" X 3" X 5/16"	9'-Ø" --- 10'-Ø"
6" X 3" X 5/16"	10'-Ø" --- 16'-Ø"
6" X 4" X 5/16"	16'-Ø"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-1Ø" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-1Ø" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS # NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR # CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE # AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-Ø", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-Ø"

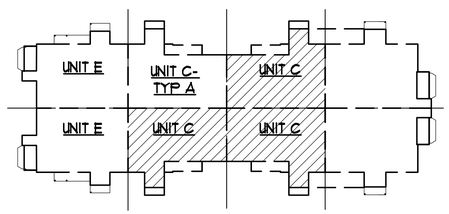
NOTE:
ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

UNIT C	
FIRST FLOOR UNIT:	1,ØØØ Sq. Ft.

LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.Ø	34.2	8.Ø	17.1	-	-
BEDROOM 2	126	8.4	23.Ø	4.2	11.4	-	-
M. BATH	53	-	-	-	-	8Ø	1ØØ CFM
BATH 2	53	-	-	-	-	8Ø	1ØØ CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.



KEY PLAN - BUILDING # - UNIT C - FIRST FLOOR

N.T.S.

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KIPLING GROUP
TIMBER RIDGE HOMES
JOLIET, ILLINOIS

KIPLING

FIRST FLOOR PLAN - UNIT C

REVISIONS:

1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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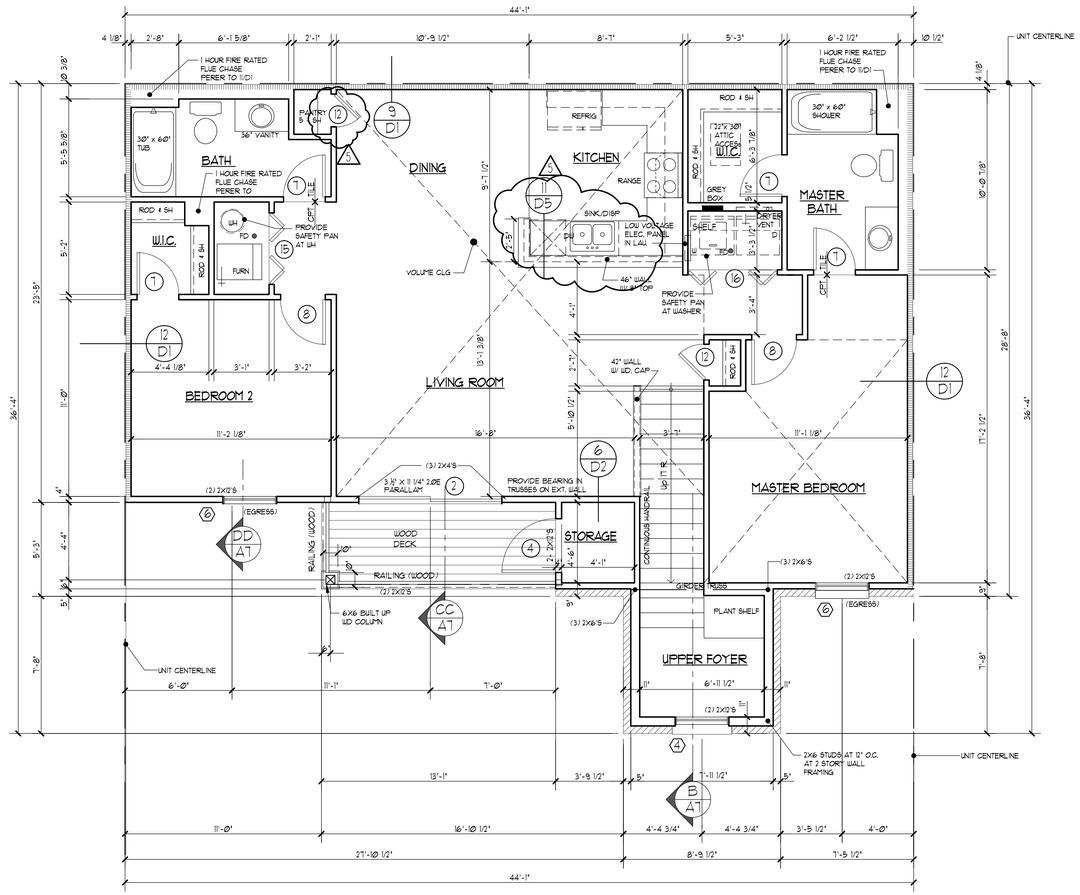
Drawn By: JM

Job No.: X

Date: 7.29.2019

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Sheet No. A1a



SECOND FLOOR PLAN - UNIT C

SCALE: 1/4" = 1'-0"

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW	
LINTEL SCHEDULE:	
STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 3/8"	9'-0" --- 10'-0"
6" X 3" X 3/8"	10'-0" --- 16'-0"
6" X 4" X 3/8"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-10" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

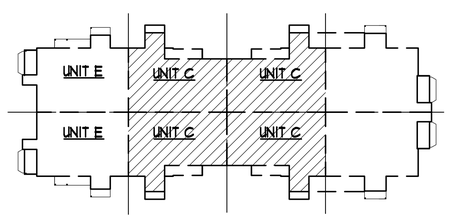
NOTE:
ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

UNIT C		
SECOND FLOOR UNIT:	1,203	Sq. Ft.

LIGHT & VENT SCHEDULE

SECOND FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	406	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	175	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	129	8.4	23.0	4.2	11.4	-	-
M. BATH	60	-	-	-	-	80	100 CFM
BATH 2	55	-	-	-	-	80	100 CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.



KEY PLAN - BUILDING # - UNIT C - SECOND FLOOR

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TIMBER RIDGE HOMES
JOLIET, ILLINOIS

KIPLING BUILDING GROUP

SECOND FLOOR PLAN - UNIT C

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
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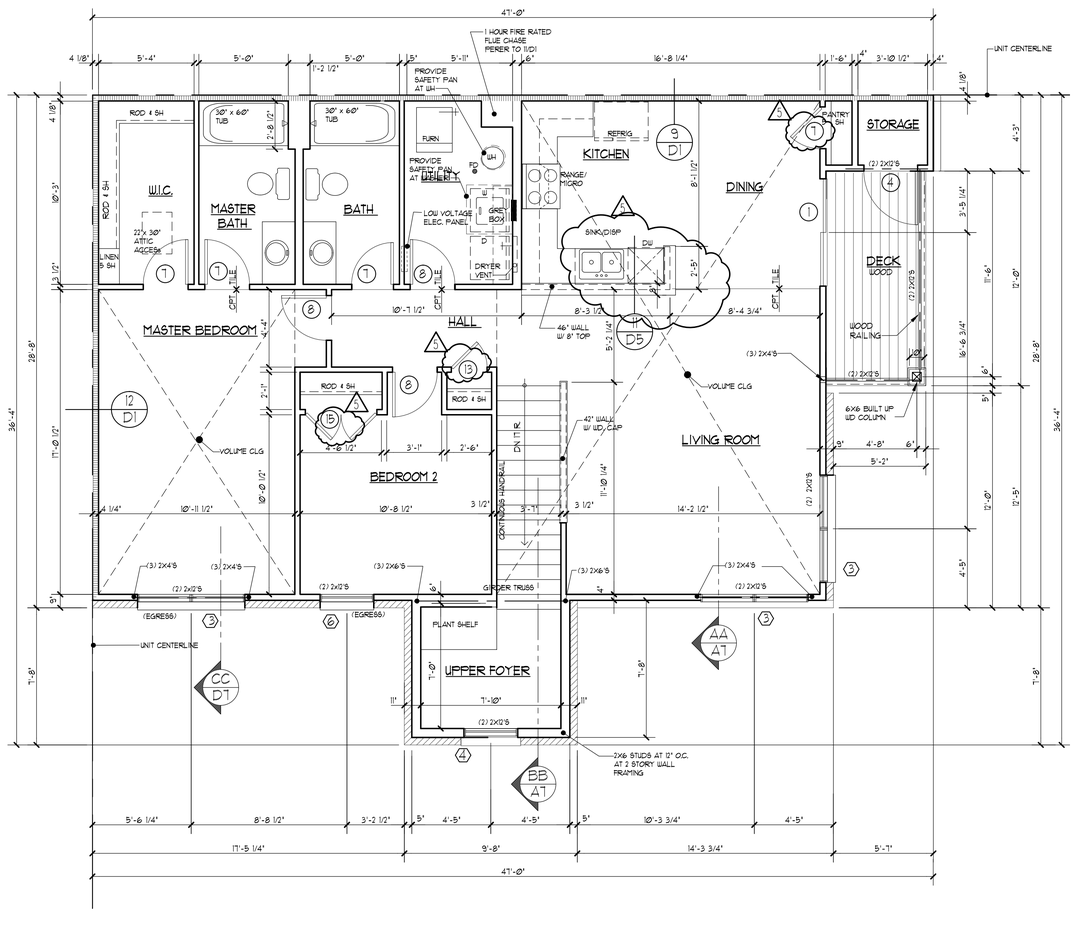
Drawn By: JM

Job No.: X

Date: 7.29.2019

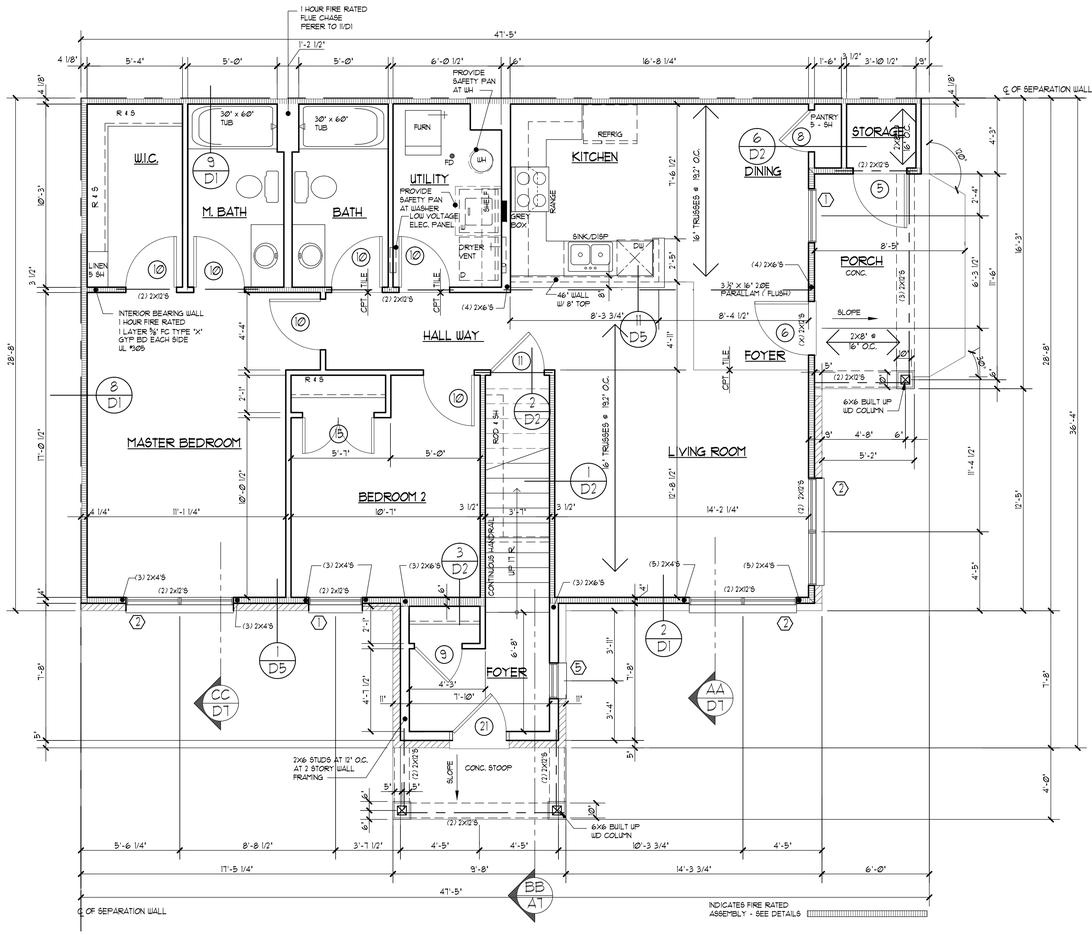
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Sheet No. A1b



SECOND FLOOR PLAN - UNIT D

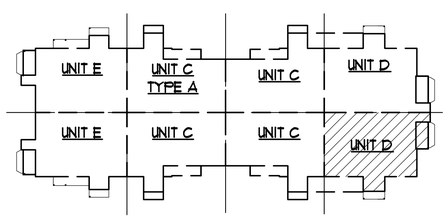
SCALE: 1/4" = 1'-0" (2) BATH OPTION



FIRST FLOOR PLAN - UNIT D (STANDARD 2 BED, 2 BATH)

SCALE: 1/4" = 1'-0"

UNIT D		
FIRST FLOOR UNIT:	1160	Sq. Ft.
SECOND FLOOR UNIT:	1269	Sq. Ft.



KEY PLAN - BUILDING # - UNIT D - FIRST & SECOND

N.T.S.

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW

LINTEL SCHEDULE:

STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 5/16"	9'-0" --- 10'-0"
6" X 3" X 5/16"	10'-0" --- 16'-0"
6" X 4" X 5/16"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-10" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

NOTE:
ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	136	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

LIGHT & VENT SCHEDULE

SECOND FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	136	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.

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TIMBER RIDGE HOMES
JOLIET, ILLINOIS

SECOND FLOOR PLAN - UNIT (D) - OPT'L 2 BATH SEC. FL.

REVISIONS:		
1	1 8/2/2018	
2	2 8/6/2018	
3	8/30/2018	
4	3 9/14/2018	
5	4 7/11/2019	
6	5 8/2/2019	
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Drawn By: JM

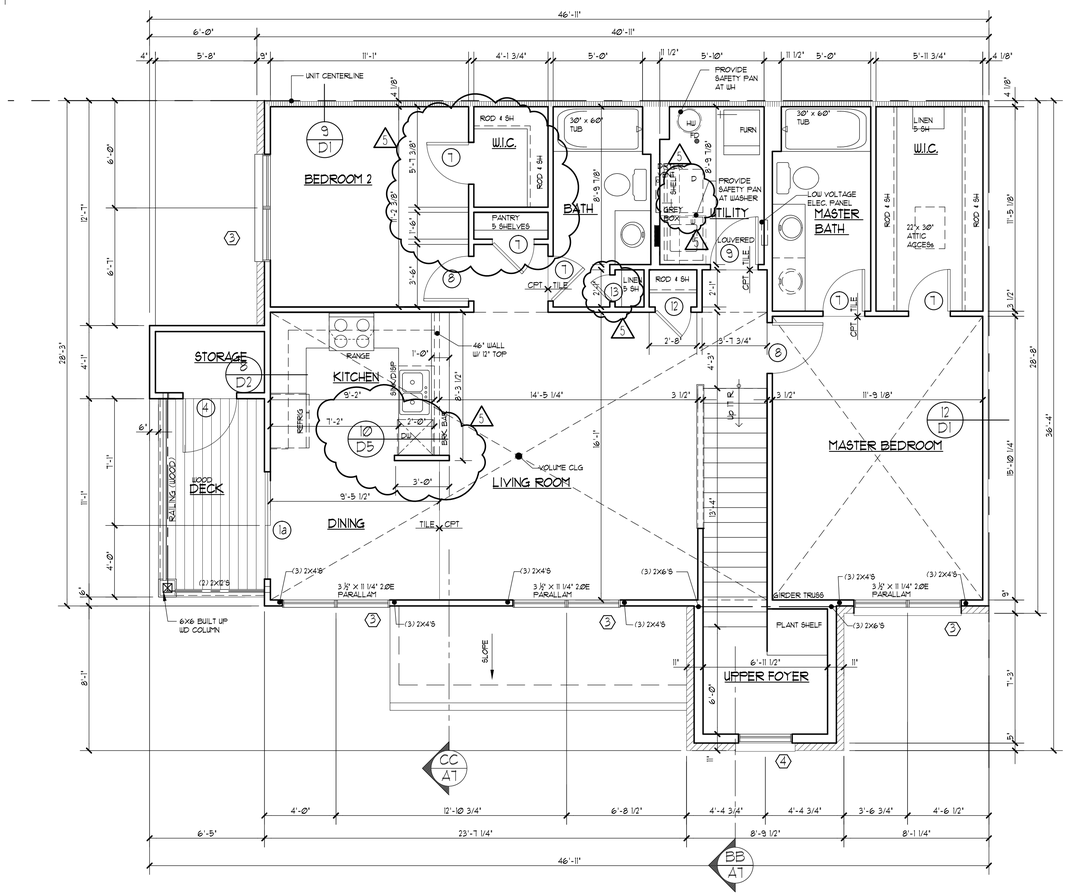
Job No.: X

Date: 7.29.2019

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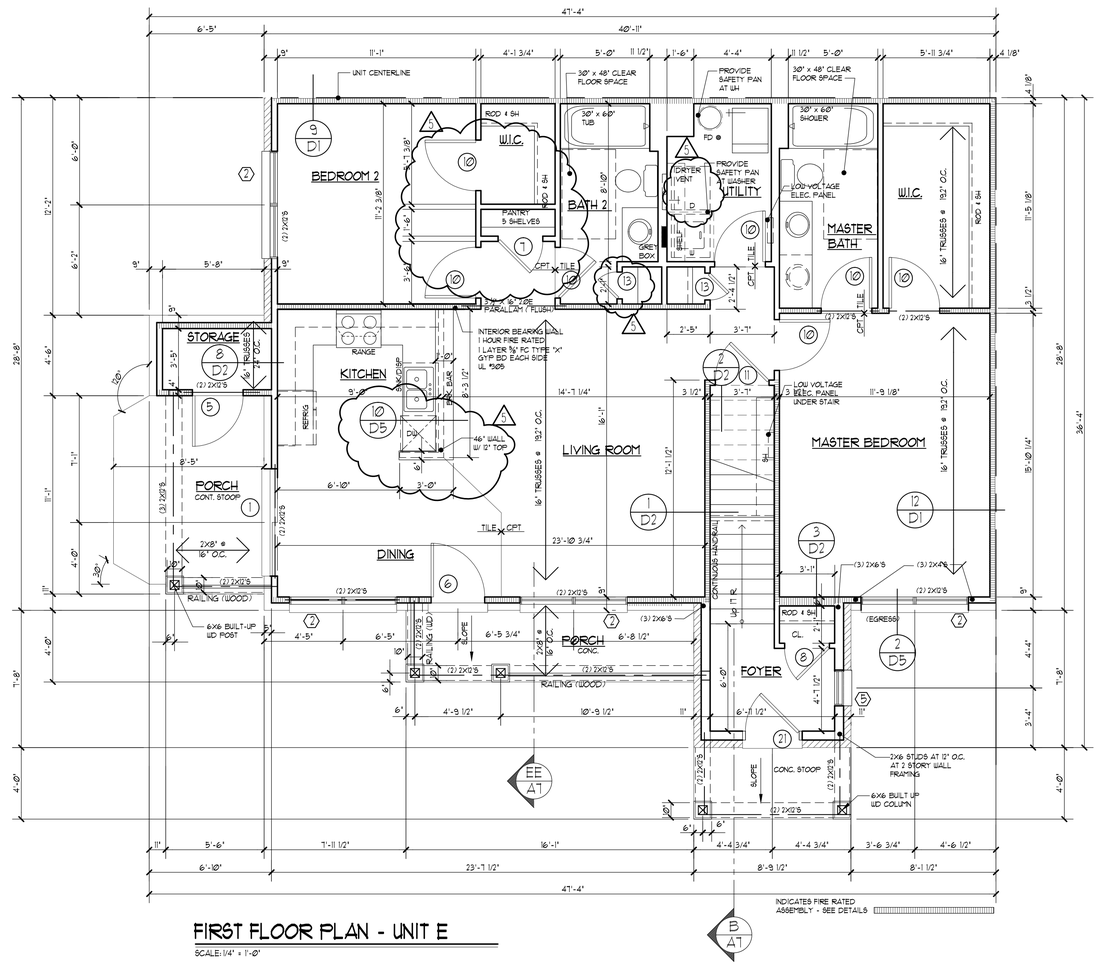
Sheet No. A2

PLOTTED: /TIMBERRIDGE/APT - BLD C - NEW ELDING



SECOND FLOOR PLAN - UNIT E

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN - UNIT E

SCALE: 1/4" = 1'-0"

INDICATES FIRE RATED ASSEMBLY - SEE DETAILS

UNIT E		
FIRST FLOOR UNIT:	1138	Sq. Ft.
SECOND FLOOR UNIT:	1247	Sq. Ft.

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW

LINTEL SCHEDULE:

STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 3/8"	9'-0" --- 10'-0"
6" X 3" X 3/8"	10'-0" --- 16'-0"
6" X 4" X 3/8"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE)
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-0" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

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NOTE: IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

NOTE: ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

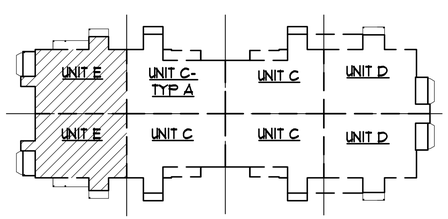
LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.

LIGHT & VENT SCHEDULE

SECOND FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM



KEY PLAN - FIRST AND SECOND FLOOR

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JOLIET, ILLINOIS

KIPLING

FIRST FLOOR PLAN OF - UNIT E
SECOND FLOOR PLAN - UNIT E

REVISIONS:

1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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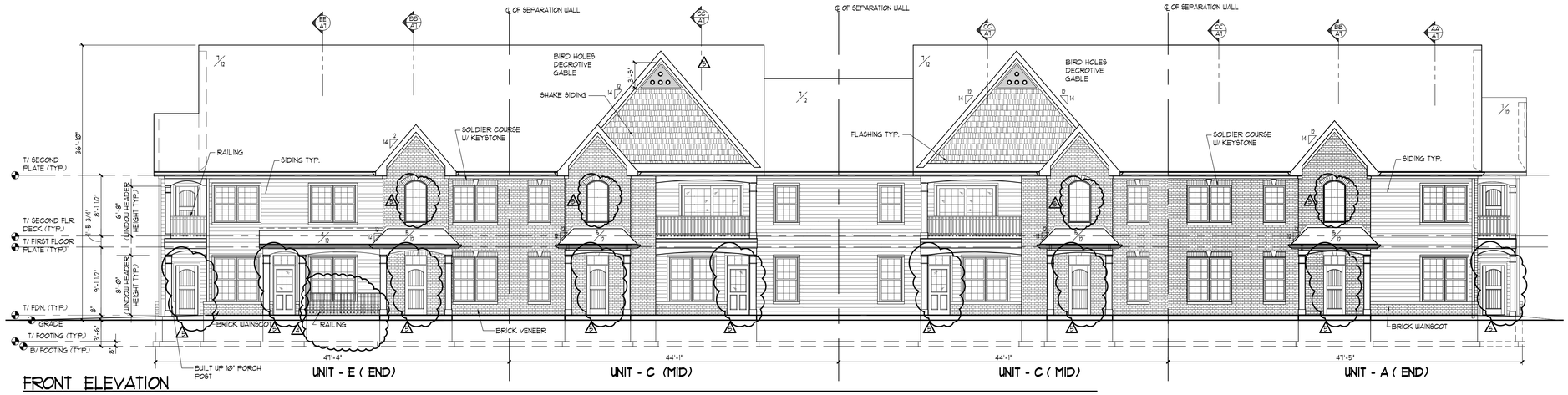
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Job No.: X

Date: 7.29.2019

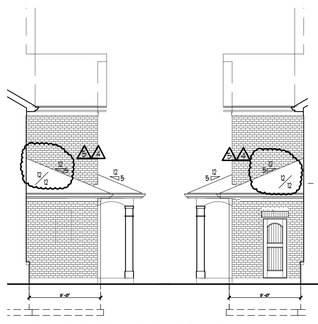
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Sheet No. A3



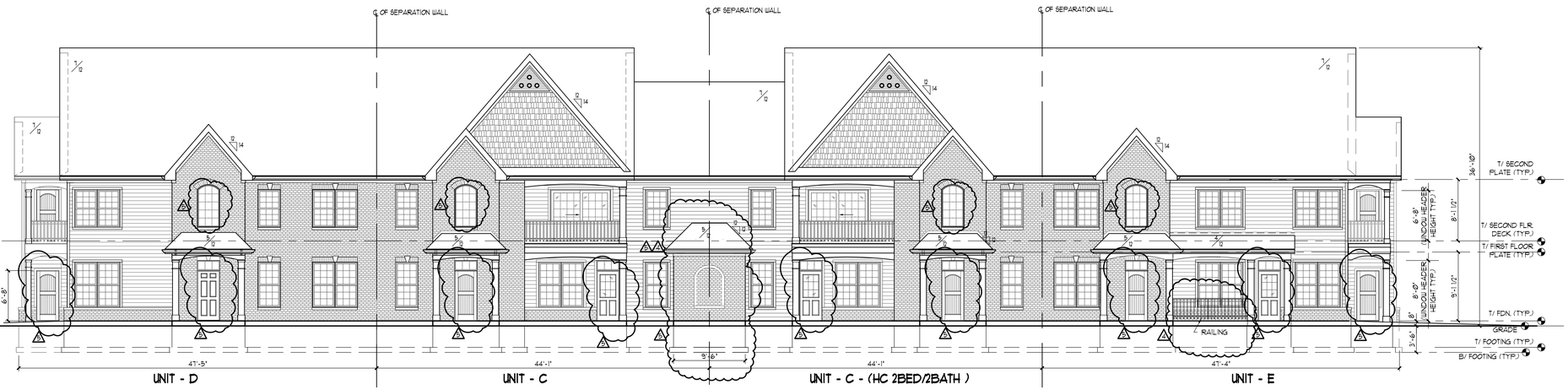
FRONT ELEVATION

SCALE: 1/8" = 1'-0"



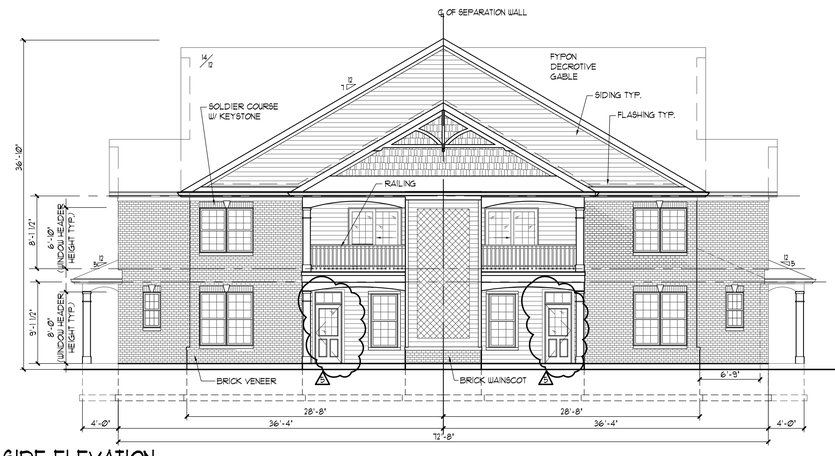
SIDE ELEVATIONS OF OF WATER METER ROOM

SCALE: 1/8" = 1'-0"



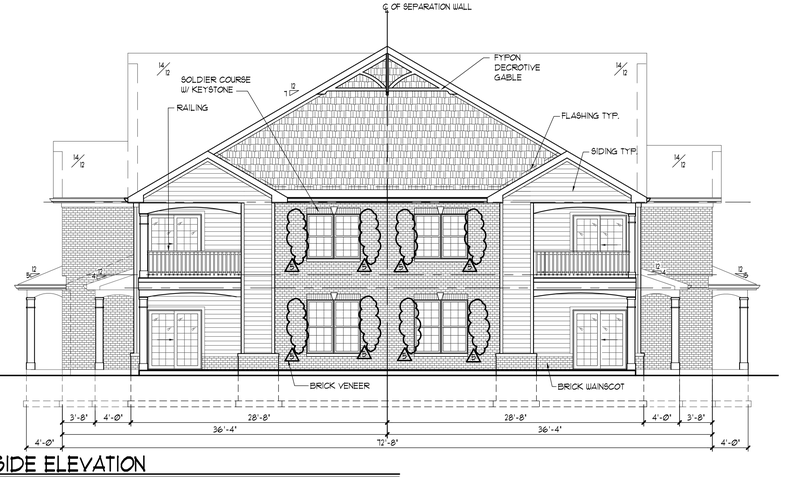
REAR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

TYPICAL ELEVATION NOTES:

1. TYPICAL ROOFING - 25 YEAR ASPHALT SHINGLES (CLASS "C" OR BETTER).

2. ROOF VENTS - 51 SQ. IN. FREE AIR
SOFFIT VENTS - AERATED ALUMINUM PANELS

3. PROVIDE PRE-FINISHED ALUMINUM GUTTERS AND DOWNSPOUTS TO CONC. SPLASH BLOCK AT GRADE.

4. TYPICAL SIDING TO BE FIBER CEMENT (CERTAINTEED WEATHER BD. OR EQUAL).

5. TYPICAL TRIM SHALL BE NON- HYDROSCOPIC ENGINEERED WOOD U.N.O.
FASCIA = 5 /4" x8 ALUMINUM WRAPPED
FASCIA FRIEZE - 5 /4"x8 ALUMINUM WRAPPED
RAKE - 5 /4" x 8 ALUMINUM WRAPPED
RAKE FRIEZE - 1x4 FIBER CEMENT

6. PROVIDE ALUMINUM DRIP CAPS AT ALL DOOR AND WINDOWHEADS.

7. PROVIDE SHEET METAL FLASHING AT ALL ROOF TO WALL CONDITIONS.

8. PROVIDE WR GRACE ICE AND WATER SHIELD UNDER SHINGLES AT ROOF PITCHES OF 4:12 AND UNDER AT EAVES AND VALLYS.

9. PROVIDE 2 1/4" LIMESTONE CAP AT BRICK VENEER WAINSCOT AND AT WINDOW SILLS IN CONTRACT WITH BRICK VENEER.

10. FLUES SHALL BE A MIN. OF 2'-0" ABOVE ROOF SURFACES 10'-0" AWAY AND 3'-0" ABOVE THE FRONT IF PENATRATION IN THE ROOF.

11. ALL MOLDES MILL WORK SHALL BE "FYPON" OR EQUAL.

PLOTTED: /TIMBERRIDGE/APT - BLD C - NEW ELDVG

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BUILDING "A" - UNIT C (HC)
ELEVATIONS - 16 UNIT BUILDING

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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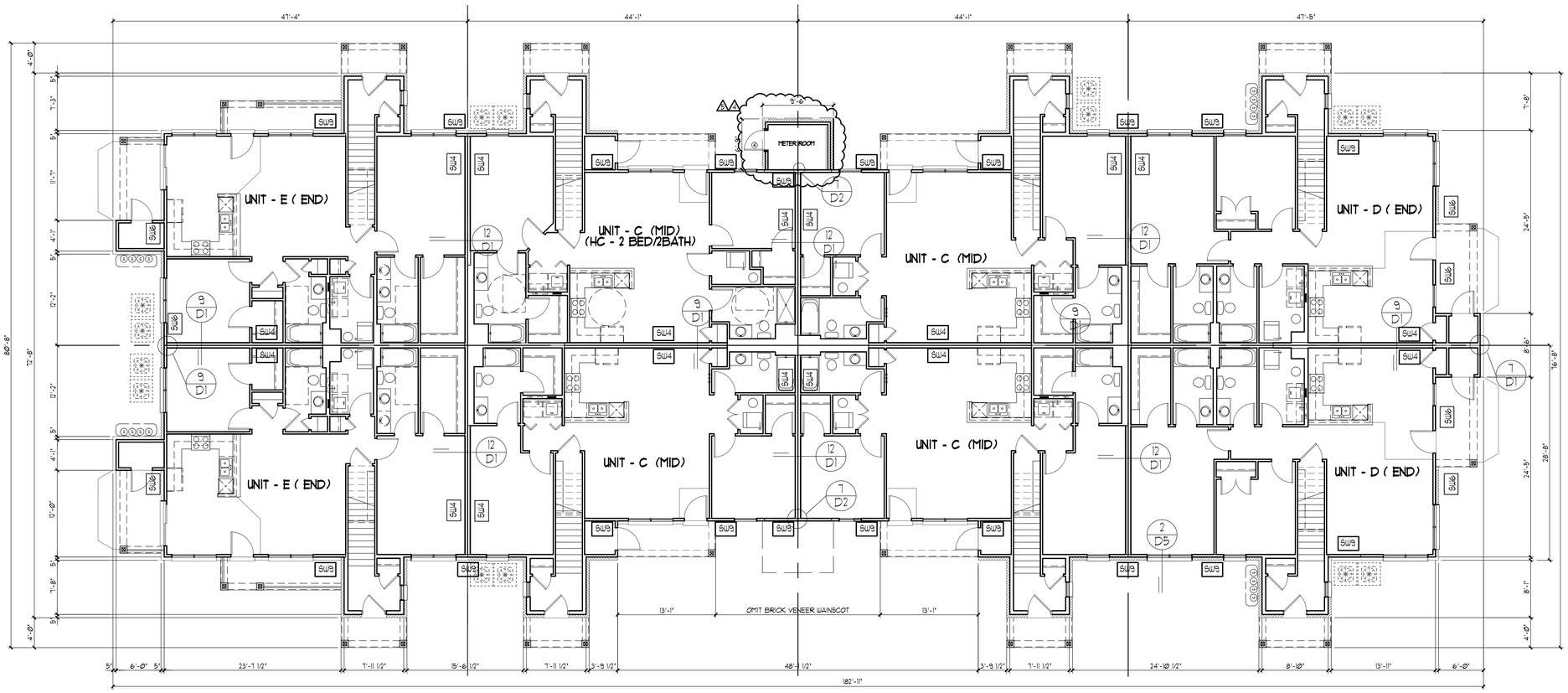
Drawn By: JM

Job No.: X

Date: 7.29.2019

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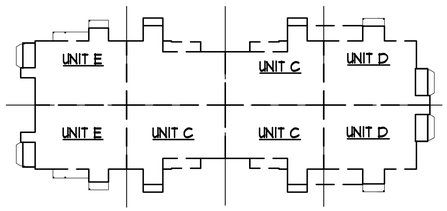
Sheet No. A5



FIRST FLOOR PLAN - 16 UNIT BUILDING

SCALE: 1/8" = 1'-0"

REFER TO 1/4" PLAN FOR ADDITIONAL INFORMATION



KEY PLAN - BUILDING # - UNIT - FIRST FLOOR

N.T.S.

SHEAR WALL SCHEDULE

Shear Wall	Wall Stud Size & Spacing	Sheathing	Nail Size And Spacing	Sill Plate Anchor Size And Spacing	Simpson Holdown Anchor or Strap	Anchor Bolt or Strap Nails	Endwall Posts
SW1	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW2	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ℄ BOLTS @ 40" OC	HDU8-SD2DS	7/8" ℄	(3) 2X6
SW3	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS: AT 7" OC @ ALL SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW4	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS: AT 4" OC @ ALL SUPPORTS	1/2" ℄ BOLTS @ 48" OC	HDU8-SD2DS	7/8" ℄	(3) 2X6
SW5	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	(3) 16d Nails @ 16" OC	CMST 16	(29) 16d @ Each End	(3) 2X6
SW6	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ℄ BOLTS @ 24" OC	HD9B	7/8" ℄	6X6
SW7	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS: AT 4" OC @ ALL SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW8	2x @ 16"	5/8" GYPSUM (DOUBLE LAYER, BLOCKED)	6d NAILS: AT 9" OC @ ALL SUPPORTS (BASE PLY) 8d NAILS: AT 7" OC @ ALL SUPPORTS (FACE PLY)	1/2" ℄ BOLTS @ 48" OC	HDU4-SD2DS	5/8" ℄	(3) 2x6
SW9	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ℄ BOLTS @ 48" OC	HDU4-SD2DS	5/8" ℄	(3) 2X6

Notes:
1) All wood structural panel shear walls shall be blocked at panel edges.
2) When panels are nailed at 2" OC, framing members at adjoining panel edges shall be 3" nominal or (2) 2x and nails shall be staggered.
3) Sill Plate Anchors nails shall be 16d common nails. Drive nails into rim boards or blocking below.
4) Embedded Sill Plate Anchors shall comply with IBC Sec. 2308.6. 1/2" ℄ Simpson Titen HD Anchors may be used.
5) Anchor Bolts at Holdowns shall be either cast in place A307 headed anchor bolts or Hilti HAS-E Rods in HIT-RE 500 Epoxy.
6) Typical anchor embedment shall be as follows:
1/2"℄ = 7" Emb.
5/8"℄ = 7 - 1/2" Emb.
7/8"℄ = 10 - 1/2" Emb.
1"℄ = 12" Emb.
1-1/4"℄ = 15" Emb.

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Lisle, Illinois 60532
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BUILDING "A" - UNIT C (HC)
FIRST FLOOR - 16 UNIT BUILDING

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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Drawn By: JM

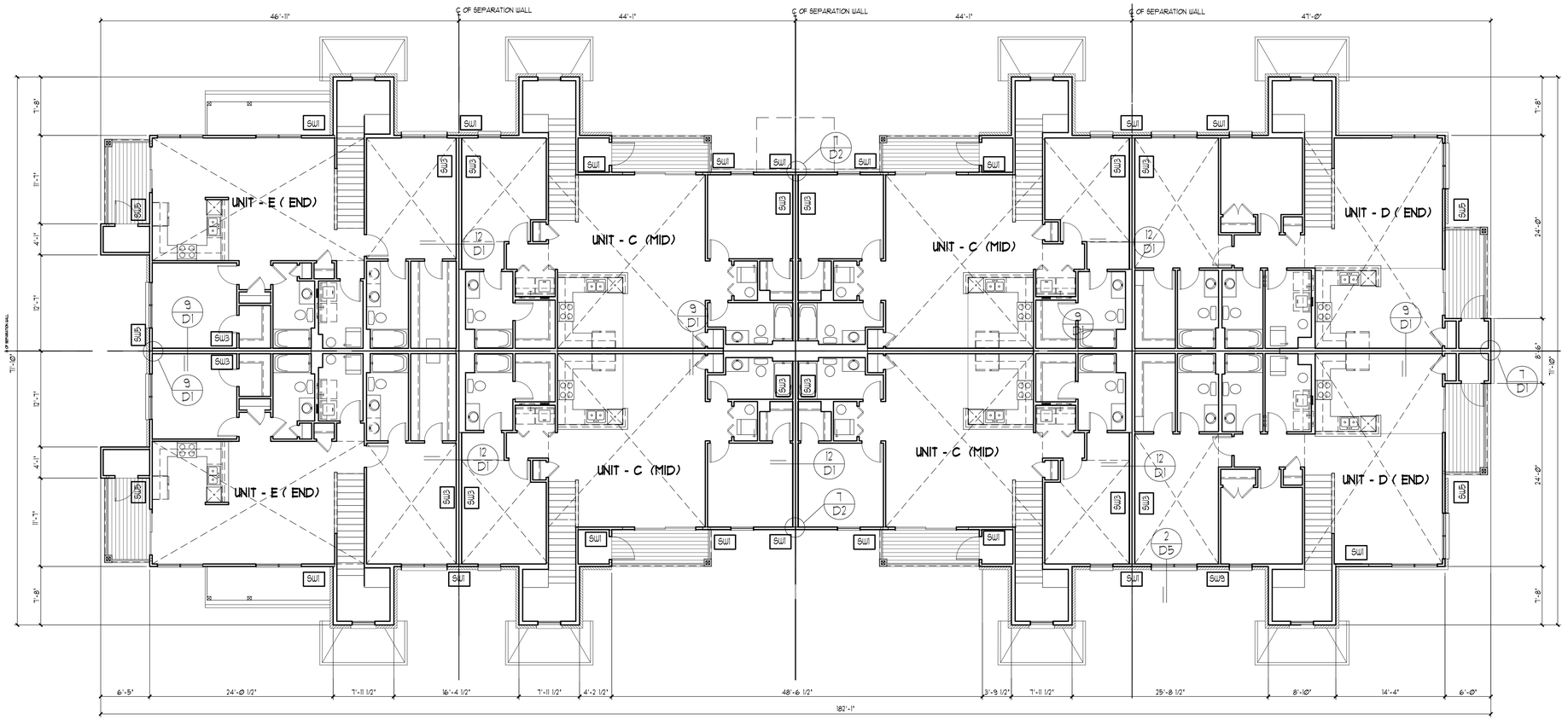
Job No.: X

Date: 7.29.2019

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Sheet No. A8

PLOTTED: /TIMBERRIDGEAPT - BLD C - NEW ELDWG



SECOND FLOOR PLAN - 16 UNIT BUILDING

SCALE: 1/8" = 1'-0"

REFER TO 1/4" PLAN FOR ADDITIONAL INFORMATION

SHEAR WALL SCHEDULE

Shear Wall	Wall Stud Size & Spacing	Sheathing	Nail Size And Spacing		Sill Plate Anchor Size And Spacing	Simpson Holdown Anchor or Strap	Anchor Bolt or Strap Nails	Endwall Posts
SW1	2x @ 16"	7/16" OSB	8d NAILS:	AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW2	2x @ 16"	7/16" OSB	8d NAILS:	AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ⌖ BOLTS @ 40" OC	HDU8-SD205	7/8" ⌖	(3) 2X6
SW3	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS:	AT 7" OC @ ALL SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW4	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS:	AT 4" OC @ ALL SUPPORTS	1/2" ⌖ BOLTS @ 48" OC	HDU8-SD205	7/8" ⌖	(3) 2X6
SW5	2x @ 16"	7/16" OSB	8d NAILS:	AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	(3) 16d Nails @ 16" OC	CMST 16	(29) 16d @ Each End	(3) 2X6
SW6	2x @ 16"	7/16" OSB	8d NAILS:	AT 4" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ⌖ BOLTS @ 24" OC	HD9B	7/8" ⌖	6X6
SW7	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS:	AT 4" OC @ ALL SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW8	2x @ 16"	5/8" GYPSUM (DOUBLE LAYER, BLOCKED)	6d NAILS: 8d NAILS:	AT 9" OC @ ALL SUPPORTS (BASE PLY) AT 7" OC @ ALL SUPPORTS (FACE PLY)	1/2" ⌖ BOLTS @ 48" OC	HDU4-SD205	5/8" ⌖	(3) 2x6
SW9	2x @ 16"	7/16" OSB	8d NAILS:	AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ⌖ BOLTS @ 48" OC	HDU4-SD205	5/8" ⌖	(3) 2X6

Notes:
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6) Typical anchor embedment shall be as follows:
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1-1/4"⌖ = 15" Emb.

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SECOND FLOOR - 16 UNIT BUILDING

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
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Job No.: X

Date: 7.29.2019

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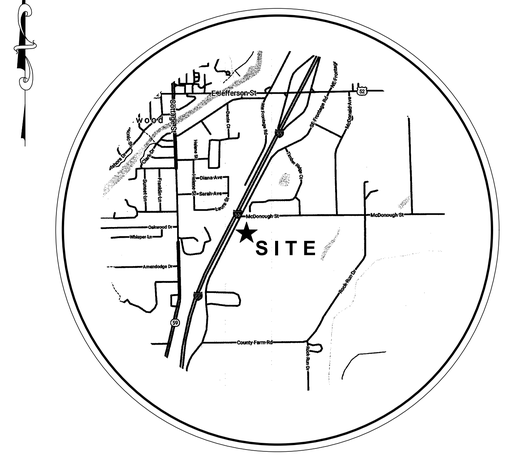
Sheet No. A9

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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000

Landscape Plans
for
TIMBER POINTE - UNIT 2
McDonough Street
City of Joliet
Will County, Illinois



SITE LOCATION MAP
NOT TO SCALE

INDEX OF LANDSCAPE SHEETS

SHEET No.	DESCRIPTION
L0.00	COVER SHEET
L1.00	OVERALL SITE PLAN
L1.01	16–UNIT TOWNHOME LANDSCAPE PLAN – NORTH AND SOUTH
L1.02	STORMWATER MANAGEMENT AREA LANDSCAPE PLAN
L1.03	OVERALL SITE SEED/SOD LANDSCAPE PLAN
L2.00	LANDSCAPE SPECIFICATIONS AND PLANTING DETAILS

CONTRACTOR SHALL NOTIFY NICOR GAS IN ADVANCE OF ANY WORK NEAR THEIR PIPELINE.

NICOR GAS CONTACT:
BRUCE KOPPANG
DOT LIAISON - ENGINEERING
1844 FERRY ROAD
NAPERVILLE, ILLINOIS 60563
Ph. (630) 388-3046 OFFICE
Ph. (708) 243-5136 MOBILE
Email: bkoppan@southernco.com

NOTES:
1.) PROPERTY LINE GEOMETRY AND EASEMENTS DEPICTED ON THE IMPROVEMENT PLANS DO NOT NECESSARILY REPRESENT THE FINAL GEOMETRY AND EASEMENTS SHOWN ON THE MOST RECENT PLAT OF SUBDIVISION. REFER TO THE PLAT OF SUBDIVISION FOR THIS INFORMATION.

2.) DUE TO THE UNCERTAINTY OF SEASONAL GROUND WATER TABLES AND THE GEOPHYSICAL CONDITIONS AFFECTING GROUND WATER MOVEMENT, RUETTIGER, TONELLI & ASSOCIATES TAKES NO RESPONSIBILITY FOR THE MANAGEMENT OF GROUND WATER ASSOCIATED WITH SUB-GRADE CONSTRUCTION. BASEMENTS OR OTHER LIKE FACILITIES CONSTRUCTED BELOW THE FINISHED SURFACE GRADE OF THE PROPERTY ARE AT THE RISK OF THE BUILDER/OWNER.

OWNER / DEVELOPER:

TALL OAKS GROUP, L.L.C.
c/o EDWARD MATTOX
1230 W. JEFFERSON STREET
JOLIET, ILLINOIS 60404
Email: emattox@kiplinggrp.com

LAND SURVEYOR / ENGINEER:

RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph. (815) 744-6600

LANDSCAPE ARCHITECT:

RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph. (815) 744-6600

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
CONTACT J.U.L.I.E. at 811 or 800-892-0123
48 Hours (2 Working Days) BEFORE YOU DIG.
Include the following:
County, City/Township, Section & ¼ Section No.

REVISIONS

No.	DATE	DESCRIPTION	BY
0	3–3–2023	Landscape Plans Created	ech

No.	DATE	DESCRIPTION	BY

DOCUMENTATION:
PROJECT No.: 20150950.00
DATE: 2-06-2023
FIELD BOOK: 20012161.00, 20021854.00, TIMBR RIDGE 20140139
DRAWN BY: ech
CHECKED BY: J.H.

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

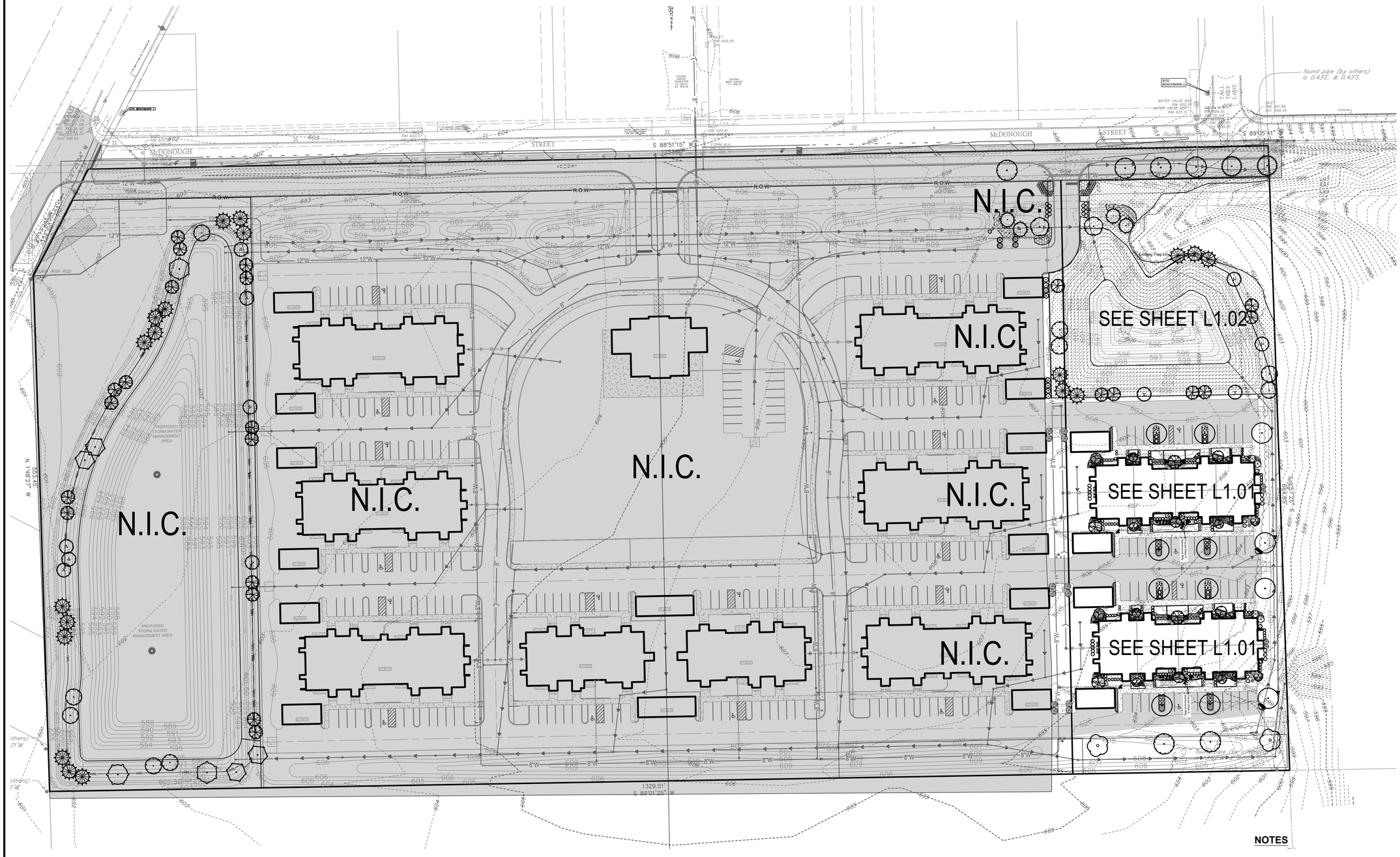
PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
COVER SHEET

DRAWING No.
315-0950-L3 Unit 2 LS Plans
SCALE:
AS NOTED
SHEET L0.00

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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000



GRAPHIC SCALE
50 0 50
(IN FEET)
1 inch = 50 ft.

NOTES

1. **See Sheet L1.03 for Seed and Sod Locations.**

Call Before You Dig
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County, City/Township, Section & ¼ Section No.

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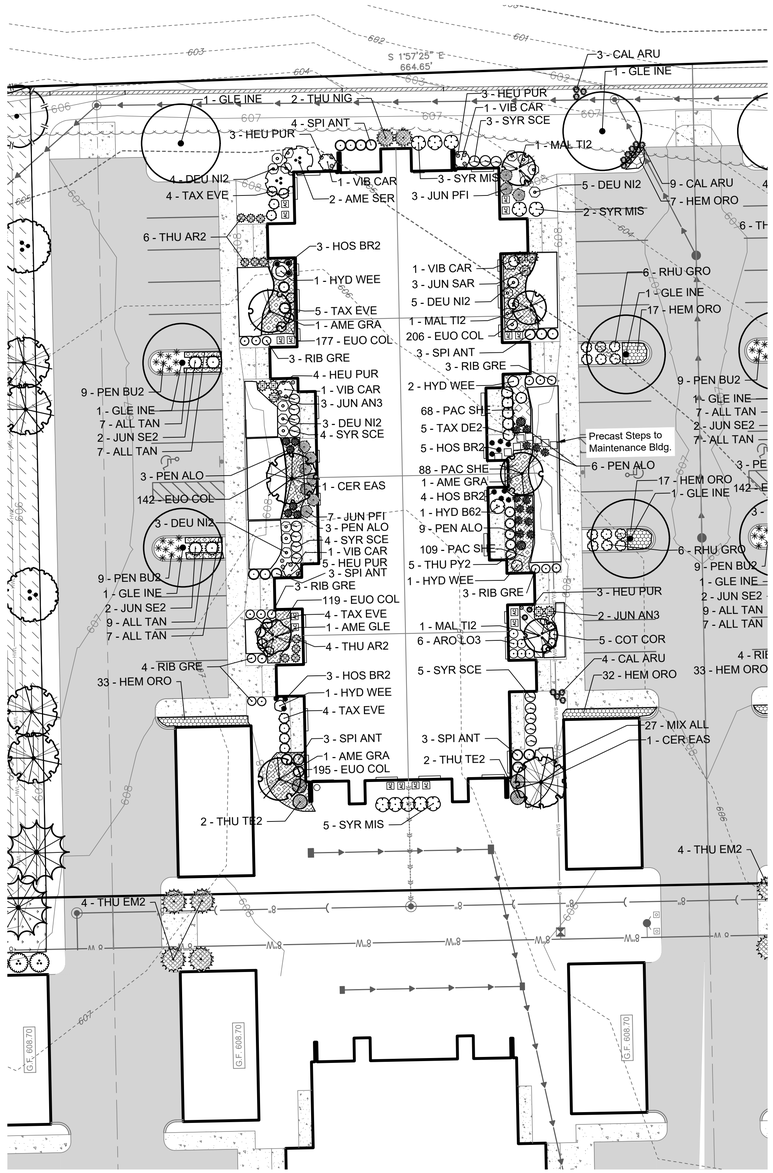
PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
OVERALL SHEET

DRAWING No.
315-0950-L3 Unit 2 LS Plans
SCALE:
AS NOTED
SHEET L1.00

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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000



UNIT 2 16-UNIT TOWNHOME - NORTH UNIT

NORTH

SCALE: 1" = 20'

PLANT SCHEDULE UNIT 2 TOWNHOME - NORTH UNIT

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
GLE INE	6	Gleditsia triacanthos var. inermis `Skycole` TM / Skyline Thornless Honey Locust	2.5" dbh, BB
FLOWERING TREES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME GLE	1	Amelanchier canadensis `Glennform` TM / Rainbow Pillar Serviceberry Multi-Stem	6` Ht, BB
AME GRA	3	Amelanchier grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry Multi-stem	6` Ht, BB
CER EAS	2	Cercis canadensis / Eastern Redbud Multi-trunk	6` Ht, BB
MAL TI2	3	Malus sargentii `Tina` / Tina Flowering Crabapple Multi-Stem	5` Ht, B&B
SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME SER	2	Amelanchier alnifolia / Serviceberry	4` Ht BB
ARO LO3	6	Aronia melanocarpa Low Scape Mound / Lowscape Chokeberry	2` Ht
COR GLO	10	Cornus mas `Golden Glory` / Golden Glory Cornelian Cherry	6` HT. BB.
COT COR	5	Cotoneaster apiculatus / Coral Beauty Cotoneaster	3 gal
DEU NI2	20	Deutzia gracilis `Nikko` / Slender Deutzia	2` Ht
HYD B62	1	Hydrangea paniculata `Bobo` / Bobo Hydrangea	5 gal
HYD WEE	5	Hydrangea quercifolia `Pee Wee` / Oakleaf Hydrangea	2.5` Ht
RHU GRO	12	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	2` Ht
RIB GRE	16	Ribes alpinum `Green Mound` / Green Mound Alpine Currant	3 gal
SPI ANT	16	Spiraea x bumalda `Anthony Waterer` / Anthony Waterer Spirea	2.5` Ht
SYR MIS	10	Syringa patula `Miss Kim` / Miss Kim Lilac	3` Ht
SYR SCE	16	Syringa x `Scent & Sensibility` / Pink Reblooming Lilac	2.5` Ht
VIB CAR	5	Viburnum carlesii / Korean Spice Viburnum	3` Ht
ANNUALS/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
HEU PUR	18	Heuchera micrantha `Palace Purple` / Palace Purple Coral Bells	1 gal
HOS BR2	15	Hosta sieboldiana `Bressingham Blue` / Plantain Lily	1 gal
GRASSES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
CAL ARU	16	Calamagrostis arundinacea `Karl Foerster` / Foerster`s Feather Grass	2` Ht
PEN ALO	21	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	3 gal
PEN BU2	18	Pennisetum alopecuroides `Little Bunny` / Little Bunny Fountain Grass	3 gal
EVERGREEN SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
JUN SAR	3	Juniperus chinensis sargentii / Sargent Juniper	18" sprd,BB
JUN PFI	10	Juniperus chinensis `Kallays Compact` / Kallay Compact Pfitzer Juniper	18" sprd,BB
JUN SE2	4	Juniperus chinensis `Sea Green` / Sea Green Juniper	24" sprd,BB
JUN AN3	5	Juniperus horizontalis plumosa `Andorra` / Andorra Juniper	3 gal-Evg
TAX DE2	5	Taxus media `Densiformis` / Dense Yew	24" sprd,BB
TAX EVE	17	Taxus x media `Everlow` / Yew	24" sprd BB-2` Ht
THU AR2	10	Thuja occidentalis `Danica` / Danica Globe Arborvitae	3 gal-Evg
THU EM2	4	Thuja occidentalis `Emerald` / Emerald Arborvitae	5` Ht-Evg
THU NIG	2	Thuja occidentalis `Nigra` / Nigra Cedar	6` Ht-Evg,BB
THU PY2	5	Thuja occidentalis `Pygmy Globe` / Pygmy Globe Arborvitae	3 gal-Evg
THU TE2	4	Thuja occidentalis `Techny` / Techny Arborvitae	4` Ht-Evg
GRNDCOVER/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE** / **SPACING**
ALL TAN	30	Allium tanguticum `Summer Beauty` / Summer Beauty Globe Lily	1 gal / 18" o.c.
EUO COL	839	Euonymus fortunei `Colorata` / Purple-leaf Winter Creeper	3"pot / 10" o.c.
HEM ORO	99	Hemerocallis hybrid `Stella de Oro` / Stella de Oro Daylily	1 gal / 18" o.c.
MIX ALL	27	Mix Spor-Allium / Prairie Dropseed-Summer Beauty Allium Sporobolus h. `Tara` (30%), Allium t. `Summer Beauty" (70%) planted in drifts	1 gal / 24" o.c.
PAC SHE	265	Pachysandra terminalis `Green Sheen` / Pachysandra	3" pot / 12" o.c.

PLANT SCHEDULE UNIT 2 TOWNHOME - SOUTH UNIT

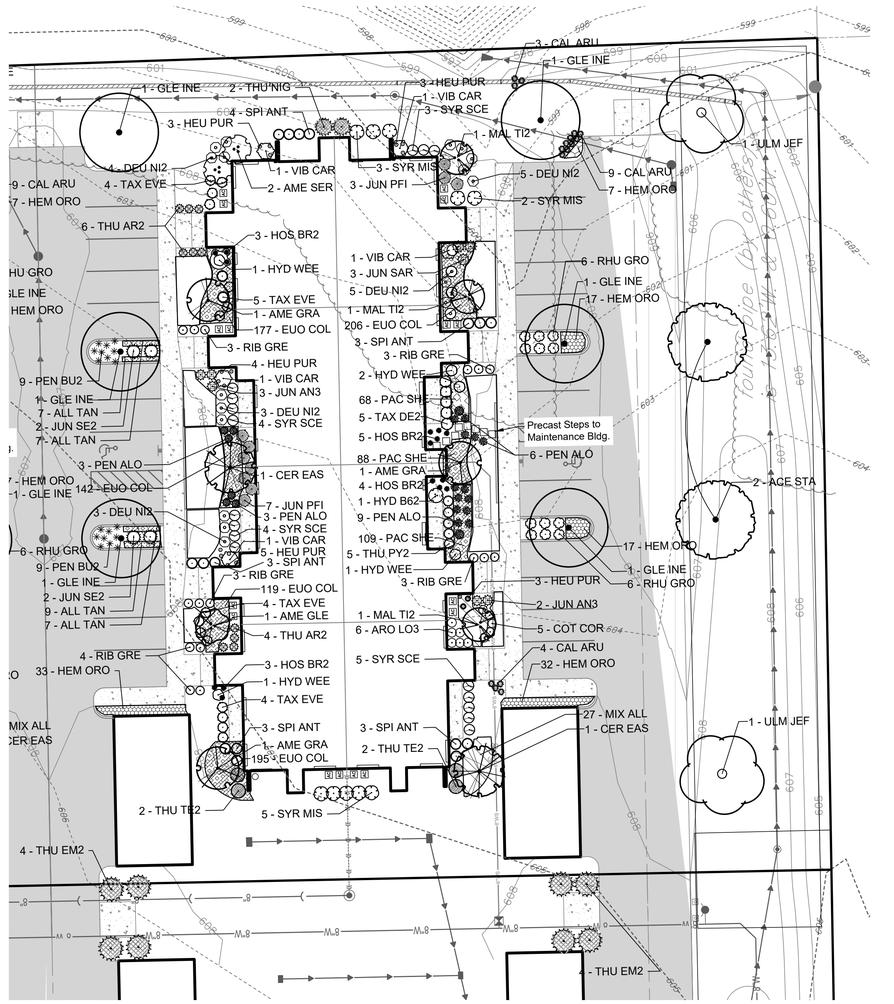
TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
ACE STA	2	Acer miyabei `State Street` / Miyabei Maple	2.5" dbh, BB
GLE INE	6	Gleditsia triacanthos var. inermis `Skycole` TM / Skyline Thornless Honey Locust	2.5" dbh, BB
ULM JEF	2	Ulmus americana `Jefferson` / American Elm	2.5" dbh, BB
FLOWERING TREES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME GLE	1	Amelanchier canadensis `Glennform` TM / Rainbow Pillar Serviceberry Multi-Stem	6` Ht, BB
AME GRA	3	Amelanchier grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry Multi-stem	6` Ht, BB
CER EAS	2	Cercis canadensis / Eastern Redbud Multi-trunk	6` Ht, BB
MAL TI2	3	Malus sargentii `Tina` / Tina Flowering Crabapple Multi-Stem	5` Ht, B&B
SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME SER	2	Amelanchier alnifolia / Serviceberry	4` Ht BB
ARO LO3	6	Aronia melanocarpa Low Scape Mound / Lowscape Chokeberry	2` Ht
COT COR	5	Cotoneaster apiculatus / Coral Beauty Cotoneaster	3 gal
DEU NI2	20	Deutzia gracilis `Nikko` / Slender Deutzia	2` Ht
HYD B62	1	Hydrangea paniculata `Bobo` / Bobo Hydrangea	5 gal
HYD WEE	5	Hydrangea quercifolia `Pee Wee` / Oakleaf Hydrangea	2.5` Ht
RHU GRO	12	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	2` Ht
RIB GRE	16	Ribes alpinum `Green Mound` / Green Mound Alpine Currant	3 gal
SPI ANT	16	Spiraea x bumalda `Anthony Waterer` / Anthony Waterer Spirea	2.5` Ht
SYR MIS	10	Syringa patula `Miss Kim` / Miss Kim Lilac	3` Ht
SYR SCE	16	Syringa x `Scent & Sensibility` / Pink Reblooming Lilac	2.5` Ht
VIB CAR	5	Viburnum carlesii / Korean Spice Viburnum	3` Ht
ANNUALS/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
HEU PUR	18	Heuchera micrantha `Palace Purple` / Palace Purple Coral Bells	1 gal
HOS BR2	15	Hosta sieboldiana `Bressingham Blue` / Plantain Lily	1 gal
GRASSES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
CAL ARU	16	Calamagrostis arundinacea `Karl Foerster` / Foerster`s Feather Grass	2` Ht
PEN ALO	21	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	3 gal
PEN BU2	18	Pennisetum alopecuroides `Little Bunny` / Little Bunny Fountain Grass	3 gal
EVERGREEN SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
JUN SAR	3	Juniperus chinensis sargentii / Sargent Juniper	18" sprd,BB
JUN PFI	10	Juniperus chinensis `Kallays Compact` / Kallay Compact Pfitzer Juniper	18" sprd,BB
JUN SE2	4	Juniperus chinensis `Sea Green` / Sea Green Juniper	24" sprd,BB
JUN AN3	5	Juniperus horizontalis plumosa `Andorra` / Andorra Juniper	3 gal-Evg
TAX DE2	5	Taxus media `Densiformis` / Dense Yew	24" sprd,BB
TAX EVE	17	Taxus x media `Everlow` / Yew	24" sprd BB-2` Ht
THU AR2	8	Thuja occidentalis `Danica` / Danica Globe Arborvitae	3 gal-Evg
THU EM2	2	Thuja occidentalis `Emerald` / Emerald Arborvitae	5` Ht-Evg
THU NIG	2	Thuja occidentalis `Nigra` / Nigra Cedar	6` Ht-Evg,BB
THU PY2	5	Thuja occidentalis `Pygmy Globe` / Pygmy Globe Arborvitae	3 gal-Evg
THU TE2	4	Thuja occidentalis `Techny` / Techny Arborvitae	4` Ht-Evg
GRNDCOVER/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE** / **SPACING**
ALL TAN	30	Allium tanguticum `Summer Beauty` / Summer Beauty Globe Lily	1 gal / 18" o.c.
EUO COL	839	Euonymus fortunei `Colorata` / Purple-leaf Winter Creeper	3"pot / 10" o.c.
HEM ORO	106	Hemerocallis hybrid `Stella de Oro` / Stella de Oro Daylily	1 gal / 18" o.c.
MIX ALL	27	Mix Spor-Allium / Prairie Dropseed-Summer Beauty Allium Sporobolus h. `Tara` (30%), Allium t. `Summer Beauty" (70%) planted in drifts	1 gal / 24" o.c.
PAC SHE	265	Pachysandra terminalis `Green Sheen` / Pachysandra	3" pot / 12" o.c.

GRAPHIC SCALE

20 0 20

(IN FEET)

1 inch = 20 ft.



UNIT 2 16-UNIT TOWNHOME - SOUTH UNIT

NORTH

SCALE: 1" = 20'

NOTES

1. **See Sheet L1.03 for Seed and Sod Locations.**

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
CONTACT J.U.L.I.E. at 811 or 800-892-0123
48 Hours (2 Working Days) BEFORE YOU DIG.
Include the following:
County, City/Township, Section & ¼ Section No.

REVISIONS

No.	DATE	DESCRIPTION	BY
0	3-3-2023	Landscape Plans Created	ech

DOCUMENTATION:
PROJECT No.: 20150950.00
DATE: 2-06-2023
FIELD BOOK: 20012161.00 20021854.00 TIMBR RIDGE 20140139
DRAWN BY: ech
CHECKED BY: J.H.

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
16 UNIT TOWNHOME LANDSCAPE PLAN

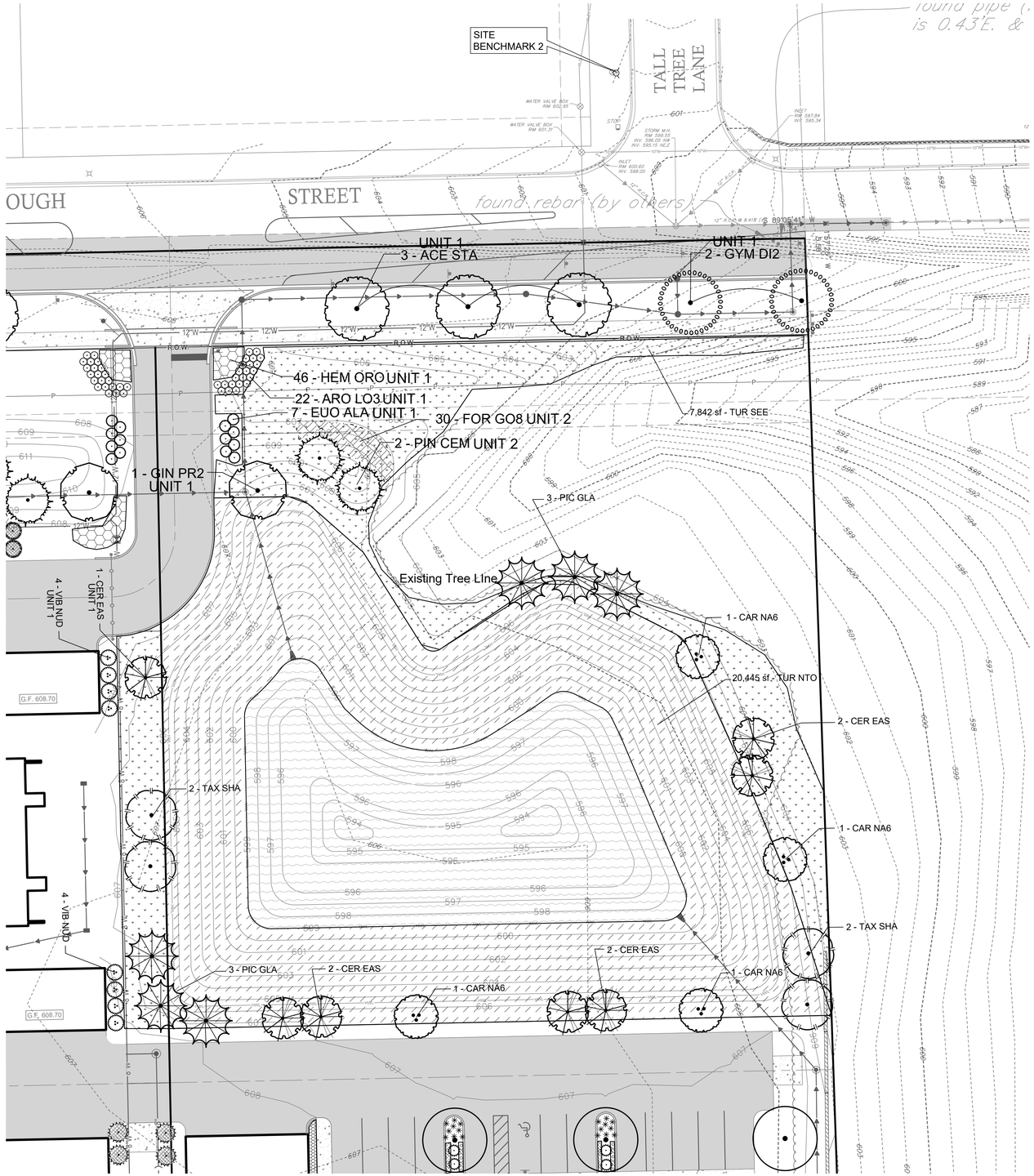
DRAWING No.
315-0950-L3 Unit 2 LS Plans

SCALE:
AS NOTED

SHEET L1.01

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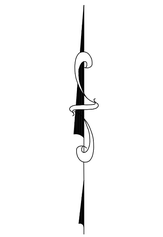
Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000



UNIT 2 DETENTION AREA

NORTH

SCALE: 1" = 20'



GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.

PLANT SCHEDULE UNIT 2 TOWNHOME - DETENTION AREA

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
CAR NA6	4	Carpinus caroliniana `Native Flame` / Native Flame Hornbeam	8-10` Ht, BB

EVERGREEN TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
PIC GLA	6	Picea glauca / White Spruce	6-8` Ht, BB
TAX SHA	4	Taxodium distichum `Shawnee Brave` TM / Bald Cypress	10-12` Ht, Evg
PIN CEM	2	Pinus cembra / Swiss Stone Pine	8-10` Ht, BB

FLOWERING TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
CER EAS	6	Cercis canadensis / Eastern Redbud Multi-trunk	6` Ht, BB

SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
VIB NUD	4	Viburnum nudum `Winterthur` / Smooth Witherod	3` Ht

SHRUB AREAS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	SPACING
FOR GO8	30	Forsythia x intermedia `Gold Tide` TM / Gold Tide Forsythia	3 gal	36" o.c.

SOD/SEED	QTY	BOTANICAL NAME / COMMON NAME	SIZE	SPACING
TUR NTO	20,445 sf	Turf Seed Low Maintenance Turf Mix / Low Maintenance Turf Mix 20% Creeping Red Fescue, 20% Interm. Ryegrass, 20% Hard Fescue, 30% Bluegrass-min 2 varieties, 10% Perennial Ryegrass. Rate: 4.5 lbs/1,000 sf.	seed (sq.ft.)	
TUR SEE	9,902 sf	Turf Seed / See Specifications	seed (sq.ft.)	

NOTES

1. **See Sheet L1.03 for Seed and Sod Locations.**

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0	3-3-2023	Landscape Plans Created	ech

No.	DATE	DESCRIPTION	BY

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PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
STORM WATER MANAGEMENT AREA LANDSCAPE PLAN

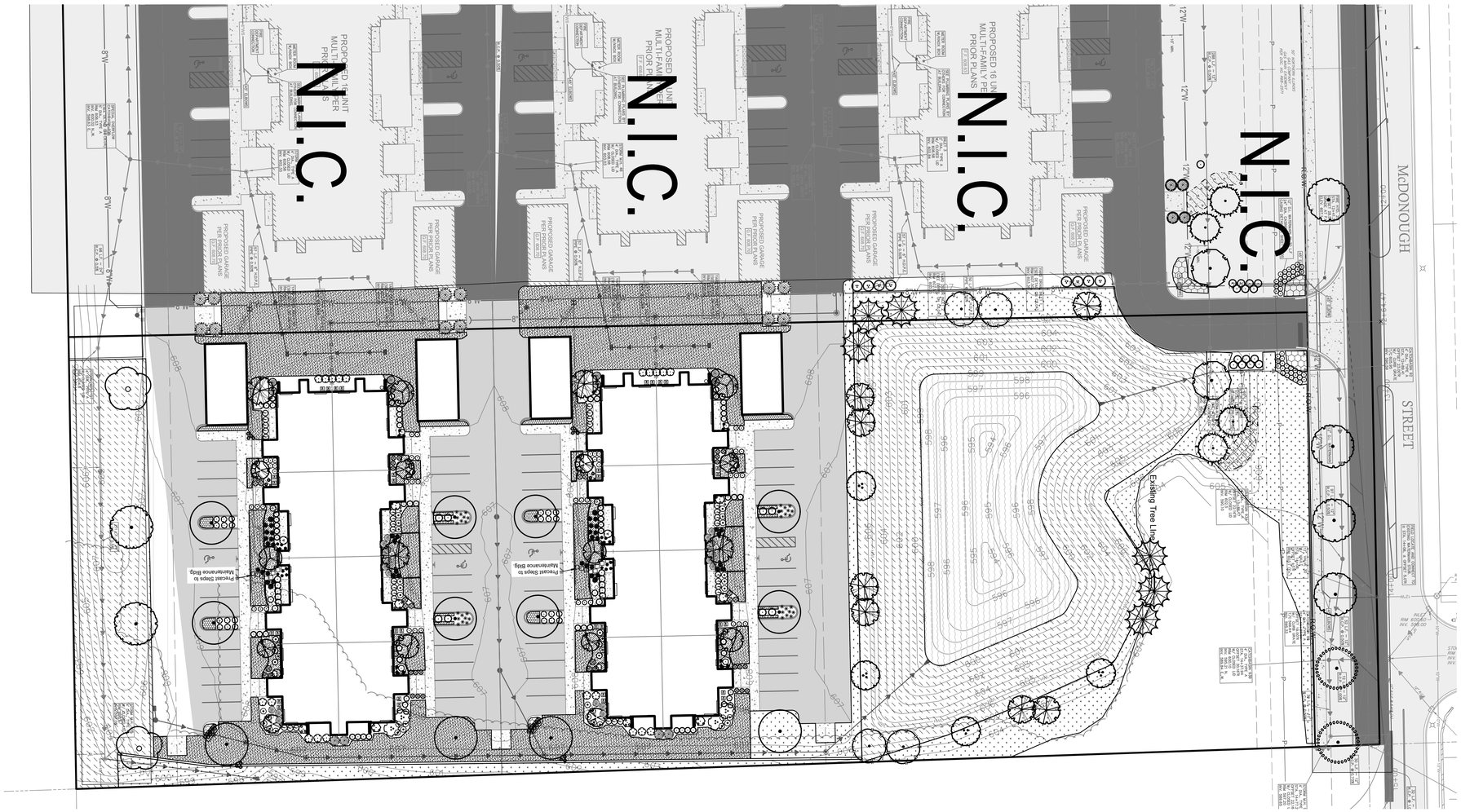
DRAWING No.
315-0950-L3 Unit 2 LS Plans

SCALE:
AS NOTED

SHEET L1.02

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Part of P.I.N.: 05-06-15-302-010-0000



GRAPHIC SCALE
30 0 30
(IN FEET)
1 inch = 30 ft.

PLANT SCHEDULE UNIT 2 SEED / SOD PLAN

SOD/SEED	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	TUR SEE	4,617 sf	Turf Seed / See Specifications	seed (sq.ft.)	
	TUR NTO	8,475 sf	Turf Seed Low Maintenance Turf Mix / Low Maintenance Turf Mix 20% Creeping Red Fescue, 20% Interm. Ryegrass, 20% Hard Fescue, 30% Bluegrass-min 2 varieties, 10% Perennial Ryegrass. Rate: 4.5 lbs/1,000 sf.	seed	
	SOD	17,668 sf	Turf Sod / Min 3 varieties Bluegrass	sod (sq.ft.)	

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
CONTACT J.U.L.I.E. at 811 or 800-892-0123
48 Hours (2 Working Days) BEFORE YOU DIG.
Include the following:
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REVISIONS

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0	3-3-2023	Landscape Plans Created	ech

DOCUMENTATION:
PROJECT No.: 20150950.00
DATE: 2-06-2023
FIELD BOOK: 20012161.00 20021854.00 TIMBR RIDGE 20140139
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PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
OVERALL SEED / SOD LANDSCAPE PLAN

DRAWING No.
315-0950-L3 Unit 2 LS Plans
SCALE:
AS NOTED
SHEET L1.03

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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000

LANDSCAPE SPECIFICATIONS

A. GENERAL

1. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING AND VERIFY SITE CONDITIONS AND INFORMATION ON DRAWINGS. PROMPTLY REPORT ANY CONCEALED CONDITIONS, DISCREPANCIES, OR DEVIATIONS FROM THE INFORMATION SHOWN IN THE CONTRACT DOCUMENTS. THE OWNER IS NOT RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEANUP OF ALL TRASH AND DEBRIS FROM HIS WORK.
3. CONTRACTOR SHALL SECURE AND PAY FOR PERMITS, FEES AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK. CONTRACTOR SHALL COMPLY WITH APPLICABLE LOCAL CODES AND LANDSCAPE DESIGN STANDARDS IN THE PERFORMANCE OF THE WORK.
4. LANDSCAPE CONTRACTOR SHALL SUBMIT CERTIFICATES OF INSURANCE FOR WORKMAN'S COMPENSATION AND GENERAL LIABILITY.
5. MINOR ADJUSTMENTS TO PLANT LOCATIONS MAY BE NECESSARY DUE TO FIELD CONDITIONS, FINAL GRADING, AND UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE OWNER IF MAJOR ADJUSTMENTS ARE REQUIRED.
6. NO SUBSTITUTIONS IN TYPE OR SIZE WILL BE ACCEPTED WITHOUT WRITTEN APPROVAL FROM OWNER'S REPRESENTATIVE. PLANTS NOT CONFORMING TO PLANT LIST SHALL NOT BE ACCEPTED WITHOUT WRITTEN APPROVAL AND MAY BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. ALL LANDSCAPE WORK SHALL BE IN ACCORDANCE TO STANDARDS ESTABLISHED FOR LANDSCAPE CONSTRUCTION AND PLANTING IN THE ILLINOIS STANDARDIZED LANDSCAPE SPECIFICATIONS (ASLA), AMERICAN ASSOCIATION OF NURSERYMAN, AND LOCAL LANDSCAPE ORDINANCES.
8. CONTRACTOR SHALL PROVIDE UNIT PRICING FOR ALL MATERIALS UNLESS STATED OTHERWISE BY BID DOCUMENTS.

B. SITE PREPARATION

1. FINE GRADE LANDSCAPE AREAS TO SMOOTH, FREE DRAINING, EVEN SURFACE, FREE OF LARGE STONES, DEBRIS, AND DEPRESSIONS.
2. SITE FOR SEEDING TO HAVE A MINIMUM OF 6" OF TOPSOIL APPLIED BEFORE SEEDING.
3. AREAS OF WEED GROWTH SHALL BE HERBICIDED AND REMOVED OR TILLED, RAKED AND REMOVED PRIOR TO SEEDING.
4. NO SEEDING SHALL START UNTIL FINAL GRADES HAVE BEEN APPROVED BY THE OWNER. SEEDING DONE WITHOUT GRADE APPROVAL MAY RESULT IN AREAS BEING RESEEDED AT CONTRACTOR'S EXPENSE.
5. PLANTING AREAS CREATED WITHIN EXISTING PARKING LOTS SHALL BE EXCAVATED A MINIMUM OF 3 FEET BELOW PAVEMENT SURFACE. EXCAVATED MATERIAL SHALL BE REMOVED AND NOT MIXED WITH PLANTING MIX. PROVIDE UNDERDRAINAGE AS NECESSARY OR AS SHOWN ON PLANS AND DETAILS.

C. PLANTINGS AND TOPSOIL

1. PLANTING MIX FOR TREES AND SHRUBS SHALL CONSIST OF 60% ACCEPTABLE, ORGANIC TOPSOIL AND 40% MUSHROOM COMPOST, OR OTHER MEDIUM APPROVED BY OWNER.
2. ALL PLANTS SHALL BE NURSERY GROWN WITH SHAPES AND DIMENSIONS IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK. ALL PLANTS SHALL HAVE PLANT TAGS AT TIME OF INSTALLATION.
3. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH. THEY SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, SHALL BE FREE OF DISEASE AND INSECT PESTS, EGGS OR LARVAE, AND SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS.
4. BALLED AND BURLAPPED PLANTS SHALL BE DUG WITH FIRM NATURAL BALLS OF EARTH, OF DIAMETER AND DEPTH TO INCLUDE MOST OF THE FIBROUS ROOTS. CONTAINER GROWN STOCK SHALL HAVE BEEN GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SOIL TOGETHER FIRM AND WHOLE. NO PLANTS SHALL BE LOOSE IN THE CONTAINER.
5. ROOT BALLS OF ALL PLANTS SHALL BE ADEQUATELY PROTECTED AT ALL TIMES FROM SUN AND DRYING WINDS OR FROST. PLANTS WITH BROKEN ROOT BALLS OR EXCESSIVE DAMAGE TO THE CROWN SHALL BE REPLACED PRIOR TO PLANTING. THE TOP 1/3 OF BURLAP SHALL BE PULLED BACK AT PLANTING TIME AND ALL TWINES AROUND TREE TRUNKS SHALL BE CUT AND REMOVED.
6. SHRUB, PERENNIAL AND GROUND COVER MASSES SHALL BE PLACED IN PLANTING BEDS PREPARED TO INCLUDE 10-10-10 FERTILIZER TO PLANTING SOIL AT THE RATE OF 1/2 POUND PER CUBIC YARD OF PLANTING SOIL. A PRE-EMERGENCE HERBICIDE SHALL BE APPLIED TO THE PLANTING BED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. PLANTING BEDS SHALL BE MULCHED WITH GROUND HARDWOOD MULCH, MINIMUM 3" THICK.
7. SHRUB BEDS AND TREES SHALL BE MULCHED WITH HARDWOOD MULCH AS NOTED.
8. DO NOT LOCATE PLANTS WITHIN 10 FEET OF FIRE HYDRANTS, TRANSFORMERS, OR OTHER ABOVE GROUND UTILITIES UNLESS NOTED OTHERWISE ON THE DRAWINGS.
9. ALL BED LINES AND TREE SAUCERS SHALL REQUIRE A HAND-SPADED EDGE BETWEEN LAWN AND MULCHED AREAS UNLESS NOTED OTHERWISE.
10. NO BARE ROOT PLANT MATERIAL ALLOWED, UNLESS APPROVED IN WRITING FROM THE OWNER.

D. FERTILIZER AND AMENDMENTS

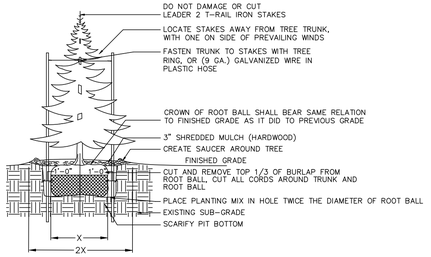
1. DURING SITE PREPARATION AND PRIOR TO SEEDING, APPLY A GRANULAR, NON-BURNING FERTILIZER OF NOT LESS THAN 50% ORGANIC SLOW RELEASE PRODUCT AT A RATE OF 8 LBS. PER 1,000 SQUARE FEET.
2. STARTER FERTILIZER SHALL HAVE AN APPROXIMATE ANALYSIS OF 6:24:24 OR SIMILAR APPROVED COMPOSITION.
3. APPLY FERTILIZER BY MECHANICAL MEANS THOROUGHLY AND EVENLY DISTRIBUTED WITH SOIL BY DISKING, TO A DEPTH OF 3".
4. CONTRACTOR SHALL APPLY A PRE-EMERGENT HERBICIDE TO ALL PLANTING BEDS BEFORE APPLICATION OF MULCH.

E. TURF

1. GRASS SEED SHALL BE CLEAN, CERTIFIED SEED FREE OF NOXIOUS WEEDS AND MIXED TO THE APPROPRIATE PROPORTIONS BY WEIGHT ACCORDING TO PERCENT BY SPECIES INDICATED.
2. SEED AND SOD CERTIFICATION TAGS SHALL BE PROVIDED TO THE OWNER FOR APPROVAL PRIOR TO INSTALLING. CONTRACTOR SHALL SUBMIT SOD GROWER'S CERTIFICATION OF GRASS SPECIES AND IDENTIFY LOCATION.
3. TURF SEED MIX, UNLESS SPECIFIED OTHERWISE ON THE PLANS, SHALL CONSIST OF THE FOLLOWING SPECIES PROPORTIONED BY WEIGHT AS FOLLOWS: 40% KENTUCKY BLUEGRASS (MIN 3 VARIETIES), 25% CREEPING RED FESCUE (DAWSON), 15% TURF-TYPE PERENNIAL RYEGRASS, 20% HARD FESCUE (WARWICK).
4. SEED SHALL BE APPLIED AT A RATE OF 5 LBS. PER 1,000 SQUARE FEET, UNLESS NOTED OTHERWISE.
5. APPLY SEED WITH A ROTARY OR DROP-TYPE DISTRIBUTOR. OR MECHANICAL SLIT-SEEDER. INSTALL SEED EVENLY BY SOWING EQUAL QUANTITIES IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER. AFTER SEEDING, RAKE SOIL SURFACE LIGHTLY TO INCORPORATE SEED INTO SURFACE. ROLL WITH LIGHT LAWN ROLLER.
6. WITHIN 24 HOURS SEEDED AREAS SHALL BE MULCHED WITH PELLETIZED STRAW MULCH (100 LBS/1,000 SF.), MULCH BLANKETS, OR HYDRO MULCH AT THE RATE OF 1,500 LBS/ACRE. IF STRAW MULCH IS USED, IT SHALL BE SPREAD UNIFORMLY AT 2.5 TONS PER ACRE, AND CRIMPED INTO SOIL. ON SLOPES OF 5:1 OR STEEPER, LANDSCAPE MULCH BLANKETS SHALL BE USED.
7. NATIVE SEED, IF SPECIFIED, SHALL BE INSTALLED WITH A COVER CROP PER SEED VENDOR RECOMMENDATIONS. NATIVE SEED AREAS SHALL NOT REQUIRE FERTILIZER.
8. SOD SHALL BE A CERTIFIED TURF GRASS CONTAINING A MINIMUM OF THREE VARIETIES OF BLUEGRASS, UNLESS NOTED DIFFERENTLY ON THE PLANS AND CUT AT A UNIFORM THICKNESS OF ¾". INSTALL SOD WITHIN 48 HOURS OF CUTTING FROM NURSERY. SOD SHALL BE MINERAL BASE ONLY. SOD SHALL BE ROLLED AND STAKED ON SLOPES.

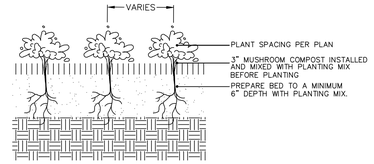
F. MAINTENANCE - WARRANTY

1. MAINTENANCE PERIOD BEGINS AFTER EACH AREA IS PLANTED AND CONTINUES UNTIL PLANTINGS ARE ACCEPTABLY HEALTHY AND WELL-ESTABLISHED, BUT NOT FOR LESS THAN THE TYPICAL MAINTENANCE PERIODS NOTED BELOW:
   a. TREES/SHRUBS: MINIMUM 12 MONTHS
   b. PERENNIALS/GROUNDCOVERS: MINIMUM 3 MONTHS
   c. SEEDED AREAS: MINIMUM 3 MONTHS (BEGINNING AFTER FIRST MOWING-2.5" HEIGHT)
2. MAINTENANCE SHALL INCLUDE PRUNIING, CULTIVATING, WATERING, WEEDING, FERTILZING, ADJUSTING, REPAIRING, AND SPRAYING TO KEEP PLANTS FREE OF INSECTS AND DISEASE AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SEEDED AREAS SHALL BE WATERED AT A RATE MEETING A MINIMUM OF 1" PER WEEK DURING ESTABLISHMENT, AND THROUGHOUT THE MAINTENANCE PERIOD UNTIL FINAL ACCEPTANCE. WATERING OF TREES AND SHRUBS SHALL CONSIST OF A THOROUGH SOAKING EVERY 18 DAYS AT MINIMUM, BETWEEN APRIL 15 AND NOVEMBER 15, UNLESS CONDITIONS REQUIRE MORE OR LESS FREQUENT WATERING.
3. PLANT MATERIAL SHALL BE WARRANTED AGAINST DEATH AND UNSATISFACTORY GROWTH FROM THE DATE OF SUBSTANTIAL COMPLETION AT 100% OF INSTALLED PRICE AS FOLLOWS:
   a. TREES AND SHRUBS: 12 MONTHS
   b. PERENNIALS/GROUNDCOVES: 3 MONTHS
   c. SEEDED AREAS: 3 MONTHS
4. PLANT MATERIAL INSTALLED IN THE FALL (SEPTEMBER OR LATER) SHALL HAVE MAINTENANCE AND WARRANTY POSTPONED TO SPRING SEASON.
5. LAWN/ SEEDED AREAS SHALL BE ACCEPTED PROVIDED AT THE END OF THE MAINTENANCE PERIOD A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS, DEBRIS, AND SURFACE IRREGULARITIES WITH COVERAGE EXCEEDING 90% OVER ANY 10 SQUARE FEET AREA AND BARE SPOTS NOT EXCEEDING 5" X 5". AREAS NOT MEETING THIS CRITERIA SHALL BE RE-SEEDED AT CONTRACTOR'S EXPENSE.
6. ANY NECESSARY MEANS TO MEET THE ABOVE CRITERIA IS TO BE INCLUDED IN THE COST OF INSTALLATION. WATERING FOR SEASONAL PLANTING TIMES ARE INCIDENTAL TO THE CONTRACT.
7. ANY PLANT MATERIAL FOUND TO BE DEFECTIVE SHALL BE REMOVED AND REPLACED WITHIN 30 DAYS OF NOTIFICATION OR IN GROWTH SEASON DETERMINED TO BE BEST FOR PLANT.



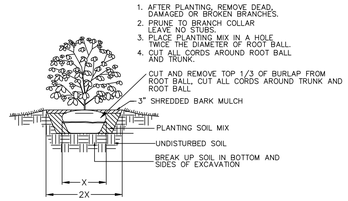
1 **CONIFEROUS TREE DETAIL**

SCALE: NOT TO SCALE



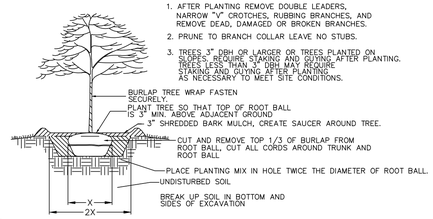
2 **ANNUAL, PERENNIAL & GROUND COVER DETAIL**

SCALE: NOT TO SCALE



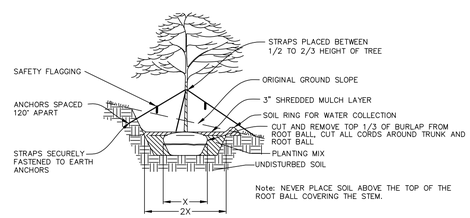
3 **SHRUB PLANTING DETAIL**

SCALE: NOT TO SCALE



4 **TREE PLANTING DETAIL**

SCALE: NOT TO SCALE



5 **SLOPE PLANTING DETAIL**

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
CONTACT J.U.L.I.E. at 811 or 800-892-0123
48 Hours (2 Working Days) BEFORE YOU DIG.
Include the following:
County, City/Township, Section & ¼ Section No.

REVISIONS

No.	DATE	DESCRIPTION	BY
0	3-3-2023	Landscape Plans Created	ech

No.	DATE	DESCRIPTION	BY

DOCUMENTATION:
PROJECT No.: 20150950.00
DATE: 2-06-2023
FIELD BOOK: 20012161.00 20021854.00 TIMBR RIDGE 20140139
DRAWN BY: ech
CHECKED BY: J.H.

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
LANDSCAPE SPECIFICATIONS AND PLANTING DETAILS

DRAWING No.
315-0950-L3 Unit 2 LS Plans

SCALE:
AS NOTED

SHEET L2.00

N:\Tim\20150950\landscape\ 3in Sets\ - Landscape Plans - Timber Pointe Unit 2\200 LS Specs and Details.dwg, Layout1, 3/9/2023 5:04:22 PM, ehawkinson

KIPLING
GROUP
DEVELOPMENT – CONSTRUCTION – MANAGEMENT

February 15, 2023

Dear Resident Unit Owners of Timber Oaks Subdivision:

We are sending you this letter to give you updated information in regards to the Development to the south of McDonough Street on the southeast corner of McDonough Street and Frontage Road, described as Timber Pointe South.

The Kipling Group has proposed to the City of Joliet to add two additional 16 unit buildings on the eastern portion of the development, south of McDonough Street. These buildings will be constructed of the same architectural style and purposed as the adjacent buildings.

This development will be in front of the Joliet Planning Commission on March 16, 2023 at 4:00 p.m., Please refer to the City of Joliet Website for confirmation of this meeting, and, if approved, this will be in front of the City of Joliet, City council for their approval shortly thereafter. please refer to the City of Joliet website to confirm such date.

If anyone has any questions or needs clarification, please contact Debbie Kilhafner or Edward Mattox at the Kipling Group, at 815-725-0678. We can also email any questions, to dkilhafner@kiplinggrp.com. We appreciate you as our neighbors and want to keep you informed.

Thank you.

Sincerely,

Edward Mattox
Manager, Kipling Group

Figure 1: Timber Pointe Unit 2 Subdivision

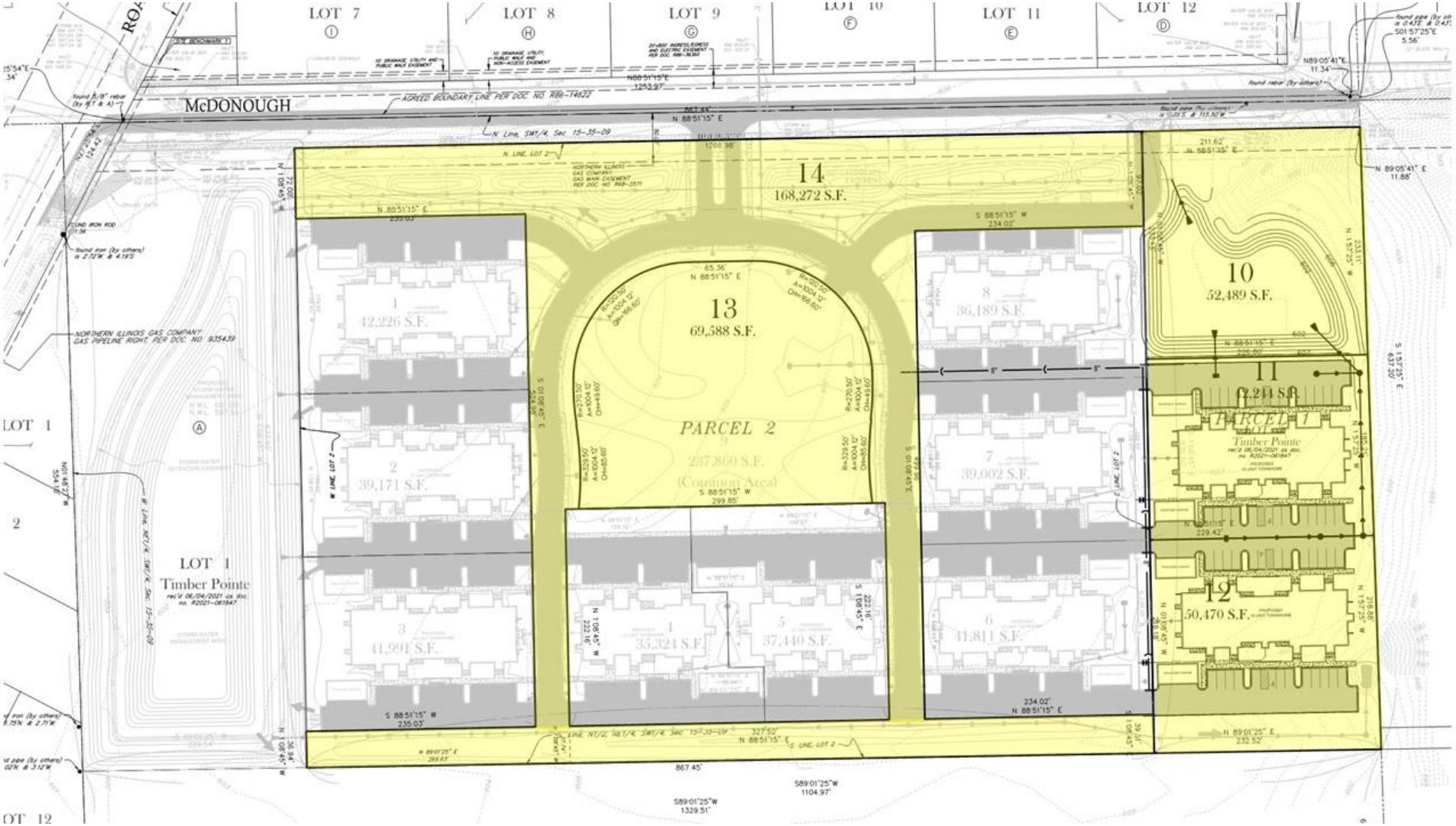


Figure 2: East side of Timber Pointe Subdivision (Lot 3), view south from intersection of Tall Tree Lane and McDonough Street



Figure 3: Existing berm and landscaping along McDonough Street, view east from subdivision entrance



Figure 4: East side of Timber Pointe Subdivision, view southeast from subdivision entrance

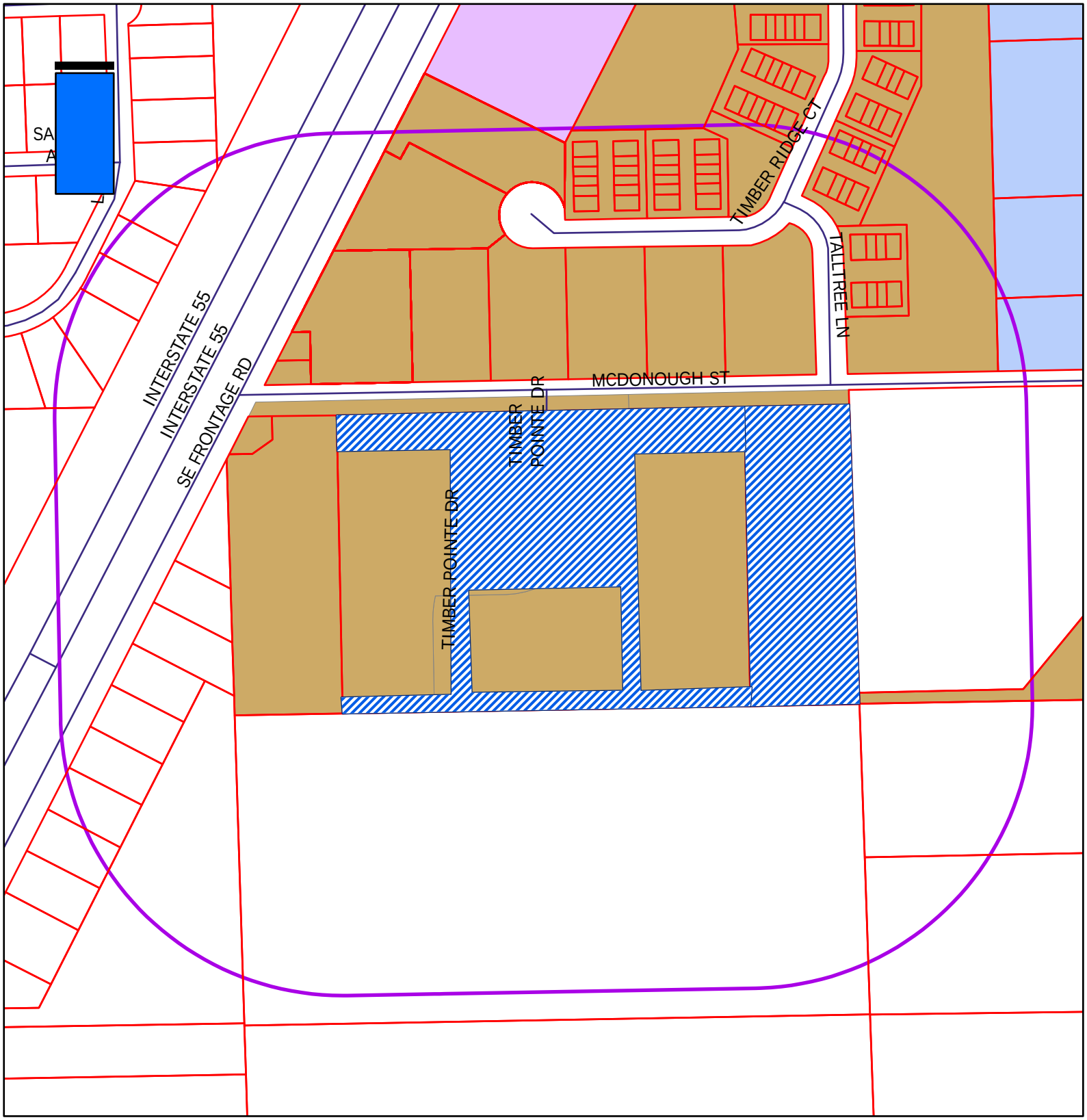


Figure 5: Existing 16-unit buildings in Timber Pointe Subdivision, completed



Figure 6: Existing 12-unit buildings in Timber Pointe Subdivision, under construction





PUD--4-23 & PUD-5-23

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

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



PUD--4-23a & PUD-5-23a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

KIPLING GROUP

TIMBER RIDGE HOMES

BUILDING "A" - UNIT C (HC)
JOLIET, ILLINOIS

STRUCTURAL ENGINEER

OWNER

KIPLING GROUP
1230 West Jefferson Street
Shorewood IL, 60431
815- 725-0678

PROJECT ARCHITECT / DESIGN FIRM

B. L. R. Architects
Custom Homes Multifamily Additions Consulting
1109 Ogden Avenue
Lisle, Illinois 60532
Phone: 630.435.0100 Fax: 630.435.0107

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, COMPLY WITH ALL APPLICABLE CODES."

STAMPS

CONSTRUCTION DATA

ADOPTED CODES BY THE VILLAGE OF JOLIET:

BUILDING CODES

- 2003 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
- 2003 INTERNATIONAL RESIDENTIAL CODE W/ AMENDMENTS
- 2003 INTERNATIONAL MECHANICAL CODE
- 2003 INTERNATIONAL FUEL GAS CODE W/ AMENDMENTS
- 2003 INTERNATIONAL FIRE CODE
- 2000 NFPA 101 LIFE SAFETY CODE
- 2014 NATIONAL ELECTRICAL CODE (NFPA 70) W/ AMENDMENTS
- 2014 STATE OF ILLINOIS PLUMBING CODE
- 2003 INTERNATIONAL PROPERTY MAINTENANCE CODE
- 2015 ILLINOIS ENERGY CONSERVATION CODE
- 1991 AMERICANS WITH DISABILITIES ACT (ADA)

CONSTRUCTION TYPE:
5-B UNPROTECTED
COMBUSTABLE

ILLINOIS ENERGY CONSERVATION CODE

TABLE 303.1.1(2) 2015 IECC
DEFAULT DOOR U-FACTORS

DOOR TYPE	U-FACTOR
UNINSULATED METAL	1.20
INSULATED METAL	.60
WOOD	.50
INSULATED, NON-METAL EDGE, MAX 45% GLAZING, ANY GLAZING DOUBLE PANE	.32

NOTE:
A PERMANENT CERTIFICATE OF INSULATION MUST BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL. THE CERTIFICATE SHALL LIST THE PREDOMINANT R-VALUES OF INSULATION IN OR ON CEILING/ROOF, WALLS FOUNDATION, AND DUCTS OUTSIDE CONDITIONED SPACES. IT MUST ALSO LIST THE U-FACTORS AND SOLAR HEAT GAIN COEFFICIENT FOR ALL FENESTRATION.

INDEX

ARCHITECTURAL SHEETS:

C0 COVER SHEET
SP SPECIFICATIONS

A1 FIRST FLOOR - UNIT 'C' (2 BATH HC)
A1a FIRST FLOOR PLAN - UNIT 'C'
A1b SECOND FLOOR PLAN - UNIT 'C' 5

A2 FIRST FLOOR PLAN - UNIT 'D' (STANDARD 2 BED, 2 BATH)
SECOND FLOOR PLAN- UNIT 'D' (OPT.'L 2 BATH)

A3 FIRST & SEC. FLOOR PLAN - UNIT 'E'

A4 FOUNDATION - 16 UNIT BUILDING
A5 ELEVATIONS - 16 UNIT BUILDING
A6 ROOF PLAN - 16 UNIT BUILDING

A7 WALL SECTION -
A8 FIRST FLOOR PLAN - 16 UNIT BUILDING
A9 SECOND FLOOR PLAN - 16 UNIT BUILDING 4

E1 ELECTRICAL FIRST - UNIT 'D' (END UNIT) HANDICAP ACCESS.)
E1b ELECTRICAL FIRST - UNIT 'D' (STANDARD 2 BED, 2BATH)
E2 ELECTRICAL SEC. PLANS - UNIT 'D') (OPT.'L 2 BATH) 5

E2a ELECTRICAL FIRST - UNIT 'C' (2 BATH HC)
E3 ELECTRICAL PLANS - UNIT 'C'

E4 ELECTRICAL PLANS - UNIT 'E'
P1 PLUMBING DIAGRAMS AND NOTES

D1 WALL SECTIONS & DETAILS
D2 TYPICAL DETAILS
D3 TYPICAL DETAILS
D4 TYPICAL DETAILS
D5 TYPICAL DETAILS
D6 TYPICAL DETAILS

GENERAL NOTES

DESIGN CRITERIA

DESIGN LOADS	LIVE LOAD (LL)	DEAD LOAD (DL)
ONE AND TWO FAMILY DWELLINGS	40 psf	10 psf
SLEEPING ROOMS	40 psf	10 psf
STAIRS, EXITS, TERRACES	100 psf	10 psf
WALLS	60 plf OF ACTUAL LOAD	
CEILING	20 psf	10 PSF (ROOF SLOPES OVER 3:12)
ROOF LOAD	30 psf	17 psf
CATHEDRAL	30 psf	15 psf (ALL SLOPES)
EXTERIOR BALCONY	60 psf	10 psf
EXTERIOR DECKS	40 psf	10 psf
WIND LOAD	30 psf	
SNOW LOAD	30 psf	
ATTICS: BOTTOM CHORD OF TRUSS (NO STORAGE)		10 psf
BOTTOM CHORD OF TRUSS (W/ STORAGE)		20 psf
SOIL BEARING CAPACITY		3,000 psf

STRUCTURAL FRAMING LUMBER

- FLOOR JOISTS, CEILING JOISTS, HEADERS, AND RAFTERS, IN GRADE BASE VALUE (USE NO MULTIPLIERS AGAINST BASE VALUE)
- GRADE & SPECIES HF DOMESTIC BASE FB = 850

SPECIFY MANUFACTURER AND NAME OF SPECIFIC BEAM PRODUCT WITH THE CURRENT SIZE, FB AND E VALUES PER MANUFACTURER

MANUFACTURER: 'ILEVEL WEYERHAEUSER' PRODUCT LVL
SIZE (PER PLANS): FB= 2900 E= 2.0 X 10 psi

MANUFACTURER: 'IMPERIAL LAMINATORS' PRODUCT GLUE-LAM
SIZE (PER PLANS): FB= 2600 E= 1.9 X 10 psi

MANUFACTURER: 'ILEVEL WEYERHAEUSER' PRODUCT PSL
SIZE (PER PLANS): FB= 1600 E= 1.4 X 10 psi

NOTE: THIS MANUFACTURER WILL BE ACCEPTED UNLESS THE ARCHITECT HAS SUBMITTED, TO THE VILLAGE OF JOLIET, AN AMENDMENT FORM CHANGING TO ANOTHER MANUFACTURER AND IS APPROVED BY THE VILLAGE PRIOR TO INSTALLATION OF THE PRODUCT.

NOTE: ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH IECC SECTIONS R401, 402.4, 402.5 AND 403.1.1-6

- ALL ROOF DOWNSPOUTS SHALL BE DISCHARGED ONTO A SPLASH BLOCK ON THE GROUND
- ALL EXTERIOR FOUNDATION/FOOTING DRAINS SHALL BE CONNECTED TO SUMP PUMPS, AND THE DISCHARGE OF GROUNDWATER OR STORM WATER THEREFROM SHALL BE MADE INTO STORM SEWERS OR TO DRAINAGE DITCHES OR SWALES. NO EXTERIOR FOUNDATION/FOOTING DRAINS SHALL BE CONNECTED TO A SANITARY SEWER SYSTEM
- 4" PERIMETER DRAIN TILE SHALL HAVE AN APPROVED FILTER MEMBRANE
- ALL FLOOR DRAINS SHALL BE CONNECTED TO EJECTOR PUMPS, AND THE DISCHARGE OF WASTE-WATER THEREFROM SHALL BE MADE INTO A SANITARY SEWER SYSTEM
- SUMP PUMP INSTALLED TO RECEIVE AND DISCHARGE GROUNDWATER OR STORM WATER SHALL BE CONNECTED TO A STORM SEWER SYSTEM OR DISCHARGED TO APPROVED DRAINAGE DITCHES OR SWALES
- EJECTOR PUMPS INSTALLED TO RECEIVE AND DISCHARGE FLOOR DRAIN FLOWS, WASTEWATER, OR OTHER SANITARY SEWAGE SHALL BE CONNECTED TO A SANITARY SEWER SYSTEM
- EVERY ELEVATION OF A DWELLING SHALL HAVE WINDOWS
- CONTINUITY OF DESIGN SHALL BE CARRIED AROUND ALL FOUR ELEVATIONS OF THE DWELLING.
- GARAGES SHALL HAVE AT LEAST ONE WINDOW ON EACH EXTERIOR ELEVATION
- ALL ATTIC VENTILATION VENTS AND PLUMBING VENTS SHALL BE LOCATED ON THE REAR ELEVATIONS OR IN LOCATION NOT VISIBLE FROM ADJACENT STREETS AND SHALL BE PAINTED TO MATCH THE ROOF COLOR. ALL VENTING FROM FURNACES AND WATER HEATERS SHALL BE BY DIRECT-VENT METHOD, IN THE BASEMENT OR FIRST STORY THROUGH A SIDEWALL
- ALL VISIBLE SUPPORT POSTS FOR DECKS MUST BE A MINIMUM OF 6X6
- ASPHALT SHINGLES SHALL BE INSTALLED IN ACCORDANCE WITH SECTION R905.2.6. SHINGLES SHALL BE ASPHALT SHINGLES WITH A MIN. WARRANTY OF 25 YEARS OR LONGER AND SHALL BE 265 POUNDS PER SQUARE OR HAVE A WIND RESISTANCE RATING OF 120 MILES PER HOUR
- 210.12(A) WHERE REQUIRED, ALL 15A OR 20A, 120V BRANCH CIRCUITS IN DWELLING UNITS SUPPLYING OUTLETS IN FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, OR SIMILAR ROOMS OR AREAS MUST BE PROTECTED BY A LISTED AFCI DEVICE OF THE COMBINATION TYPE
- ALUMINUM SOFFIT AND FASCIA WILL NOT BE USED
- RIDGE ROOF VENTS SHALL BE SHINGLE-OVER. NO METAL ROOF VENTS SHALL BE USED.
- PROVIDE MAKE-UP AIR N ALL LAUNDRY ROOMS PER IRC M1601.3 OR M2405
- COMBUSTION, VENTILATION AND DILUTION AIR PROVISIONS SHALL BE AS PER IRC G2407
- THE PLANNING AND DESIGNING OF THE PLUMBING SYSTEM SHALL BE PERFORMED ONLY BY A LICENSED PLUMBER OR BY ANY PERSON WHO IS LICENSED OR REGISTERED UNDER THE ILLINOIS ARCHITECTURE PRACTICE ACT OF 1989 (PER ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/3 SEC 3)
- ALL PREMISES INTENDED FOR HUMAN HABITATION OR OCCUPANCY SHALL BE PROVIDED WITH A POTABLE WATER SUPPLY. THE POTABLE WATER SUPPLY SHALL NOT BE CONNECTED TO NON-POTABLE WATER AND SHALL BE PROTECTED FROM BACKFLOW AND BACK SIPHONAGE.
- ALL SHOWER COMPARTMENTS AND SHOWER-BATH COMBINATIONS SHALL BE PROVIDED WITH AN AUTOMATIC SAFETY WATER MIXING DEVICE TO PREVENT SUDDEN UNANTICIPATED CHANGES IN WATER TEMPERATURE OR EXCESSIVE WATER TEMPERATURES. THE AUTOMATIC SAFETY WATER MIXING DEVICE SHALL BE ADJUSTED TO A MAXIMUM SETTING OF 115°F AT THE TIME OF INSTALLATION.
- ALL PLUMBING TO COMPLY WITH SECTION 890.1210
- ALL PLUMBING TO COMPLY WITH SECTION ISPC SEC 890.1340
- ALL PLUMBING TO COMPLY WITH SECTION ISPC SEC 890.1420
- ALL PLUMBING TO COMPLY WITH SECTION ISPC SEC 890.1330
- THE DOORS FROM THE LIVING SPACE TO THE GARAGE SHALL BE INSULATED
- GAS METER AND PIPING SHALL BE PAINTED THE SAME PALATE AS THE BUILDING
- STUDS SHALL NOT BE DRILLED OR BORED MORE THAN 60 PERCENT ON INTERIOR NON-BEARING WALLS AND NO MORE THAN 40 PERCENT ON EXTERIOR OR BEARING WALLS. HOLES SHALL BE NO MORE THAN 5/8" TO THE EDGE OF THE STUD PER SECTION (R602.6)
- EAVE BAFFLES SHALL BE INSTALLED FROM THE EWAVE VENT TO OVER THE TOP OF THE ATTIC INSULATION (MIN. R-38 INSULATION IS REQUIRED OVER TOP PLATE AT EAVES
- PROVIDE AIR BARRIER AT ALL RIM BOARD INSULATION
- AIR BARRIERS SHALL BE INSTALLED BEHIND ALL ELECTRICAL OR COMMUNICATION BOXES AT BUILDING THERMAL ENVELOPES PER IECC TABLE (R402.4.1.1)

SQUARE FOOTAGE DATA

UNIT D		
FIRST FLOOR UNIT:	1,160	Sq. Ft.
SECOND FLOOR UNIT:	1,269	Sq. Ft.

UNIT C		
FIRST FLOOR UNIT:	1,180	Sq. Ft.
SECOND FLOOR UNIT:	1,203	Sq. Ft.

UNIT E		
FIRST FLOOR UNIT:	1,138	Sq. Ft.
SECOND FLOOR UNIT:	1,241	Sq. Ft.

2015 IECC REQUIREMENTS

A PERMANENT CERTIFICATE SHALL BE POSTED ON THE ELECTRICAL DISTRIBUTION PANEL LISTING THE PREDOMINANT R - VALUES OF INSULATION INSTALLED IN THE CEILING / ROOF, WALLS, FOUNDATION WALLS, FLOORS, HVAC DUCTS INSTALLED OUTSIDE OF CONDITION SPACE, AND THE U-FACTORS FOR ALL FENESTRATION. THE CERTIFICATE SHALL ALSO LIST THE TYPES AND EFFICIENCIES OF ALL HEATING, COOLING, AND WATER HEATING EQUIPMENT

ALL FENESTRATION SHALL HAVE A U-FACTOR OF NOT GREATER THAN Ø.32.

ALL ACCESS HATCHES AND DOORS BETWEEN CONDITIONED AND UNCONDITIONED SPACES SHALL BE WEATHER STRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION OF SURROUNDING SURFACES. A WOOD FRAMED BAFFLE OR RETAINER IS REQUIRED AROUND THE ACCESS OPENING WHERE LOOSE FILL INSULATION IS INSTALLED.

ALL WOOD-BURNING FIREPLACES SHALL HAVE GASKETED DOORS AND OUTDOOR COMBUSTION AIR

ALL RECESSED LIGHTING INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO LIMIT AIR LEAKAGE AND SHALL BE IC RATED AND LABELLED AS MEETING ASTM E 283. ALL RECESSED LIGHTING SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND THE INTERIOR WALL OR CEILING COVERING.

AT LEAST ONE PROGRAMMABLE THERMOSTAT SHALL BE PROVIDED FOR EACH SEPARATE HEATING AND COOLING SYSTEM.

ALL SUPPLY DUCTS IN ATTICS SHALL BE INSULATED TO R-8. ALL OTHER DUCTS INSTALLED OUTSIDE OF THE BUILDINGS THERMAL ENVELOPE TO BE INSULATED TO R6

ALL DUCTS, AIR HANDLERS, FILTER BOXES, AND BUILDING CAVITIES USED AS DUCTS SHALL BE SEALED AND MADE SUBSTANTIALLY AIR TIGHT BY MEANS OF TAPES, MASTICS, GASKETING OR OTHER APPROVED CLOSURE SYSTEMS.

A MINIMUM OF 75% OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH EFFICACY LAMPS.

THE BUILDING SHALL BE TESTED AND VERIFIED AS HAVING AIR LEAKAGE NOT EXCEEDING 3 CHANGES PER HOUR AFTER CREATION OF ALL PENETRATIONS OF THE BUILDING THERMAL ENVELOPE. TESTING SHALL BE CONDUCTED WITH A BLOWER DOOR AT THE PRESSURE OF 50 PASCALS. A WRITTEN AIR LEAKAGE REPORT SHALL BE PROVIDED TO THE CODE OFFICIAL.

ROOF/CEILING INSULATION SHALL BE WRITTEN IN INCHES ON MARKERS THAT ARE INSTALLED AT LEAST ONE FOR EVERY 300 SQUARE FEET THROUGHOUT THE ATTIC. MARKERS SHALL BE AFFIXED TO THE TRUSSES OR RAFTERS.

MECHANICAL SYSTEM PIPING CAPABLE OF CARRYING FLUIDS ABOVE 105 DEGREES FAHRENHEIT OR BELOW 55 DEGREES FAHRENHEIT SHALL BE INSULATED TO A MIN R3

DUCT TIGHTNESS TEST SHALL BE TESTED TO A SPECIFICAITON OF: LEAKAGE LESS THAN OR EQUAL TO 4 CFM PER 100 SQ FT AT A PRESSURE DEFFERENTIAL Ø.1 INCH W.G (25PA)

AIR HANDLERS TO HAVE MANUFACTURER'S CONFIRMATION OF AIR LEAKAGE NOT MORE THAN 2%.

THE FAN SUPPLYING THE VENTILATION AIR MUST CONSUME LESS THAN 2.8 CFM/S PER WATT.

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B. L. R. Architects
Custom Homes Multifamily Additions Consulting
1109 Ogden Avenue
Lisle, Illinois 60532
Phone: 630.435.0100 Fax: 630.435.0107

KIPLING GROUP
TIMBER RIDGE HOMES
JOLIET, ILLINOIS

BUILDING 'C'
COVER SHEET

REVISIONS:

1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
7		
8		
9		
10		
11		
12		
13		
14		

Drawn By: JM

Job No.: X

Date: 7.29.2019

Issued For Permit:

Sheet No. C0

PLOTTED: //TIMBERRIDGEAPT - BLD C - NEW ELDAG

Typical Door Schedule

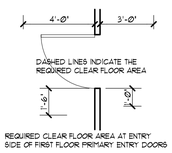
	Door Sizes	Door Descriptions
1	6080 SLIDING GLASS DOOR	TEMPERED GLASS LOCKING HARDWARE
1a	6068 SLIDING GLASS DOOR	TEMPERED GLASS LOCKING HARDWARE
2	8068 SLIDING GLASS DOOR	TEMPERED GLASS LOCKING HARDWARE
3	2668 SWING	METAL, INSULATED KEY LOCKING HARDWARE
4	2868 SWING	METAL, INSULATED KEY LOCKING HARDWARE
5	21080 SWING	METAL, INSULATED KEY LOCKING HARDWARE ENAMELED STEEL
6	3068 SWING	9 LITE METAL, INSULATED, LEVER HARDWARE, KEY LOCKING HARDWARE DEAD BOLT W/ 2'-0" TRANSOM ABOVE
7	2468 SWING	PASSAGE, HARDWARE
8	2668 SWING	PASSAGE, HARDWARE
9	2868 SWING	PASSAGE, HARDWARE
10	21068 SWING	PASSAGE, HARDWARE
11	3068 SWING	PASSAGE, HARDWARE
12	11068 SWING	PASSAGE, HARDWARE
13	1668 SWING	PASSAGE, HARDWARE
14	3068 SWING	PASSAGE, HARDWARE
15	4068 SWING	PASSAGE, HARDWARE
16	5068 BI-FOLD	PULLS
17	6068 BI-FOLD	PULLS
18	3068 SWING	9 LIGHT METAL, INSULATED, LEVER HARDWARE, KEY LOCKING HARDWARE DEAD BOLT
19	3068 SWING	LEVER HARDWARE
20	3080 SWING	METAL, INSULATED, KEY LOCKING HARDWARE, LEVER HARDWARE
21	3068 SWING	2 PANEL ARCH TOP, METAL, INSULATED, LEVER HARDWARE, DEAD BOLT, PEEP HOLE @ 3010 TRANSOM

ACCESSIBILITY REQUIRMENTS FOR ALL FIRST FLOOR UNITS

PER HUD GUIDLINES
ISSUED MARCH 6 1991
VOL. 56 NO. 44

GENERAL NOTS:

1. CHANGES IN LEVEL BETWEEN ¼" TO ½" SHALL BE BEVELED WITH A SLOPE NO GRATER THAN 1:2
2. DOORWAYS TO PROVIDE MIN. 32" NOMINAL CLEAR OPENINGS TO ROOMS.
3. HALLWAYS = MIN. 36" CLEAR
4. AT LEAST 1 (ONE) SHELF/POLE IN EACH CLOSET TO BE MOUNTED AT 54" A.F.F.
5. ½" MAX. THRESHOLD AT FRONT DOOR UNIT TO GARAGE DOOR AND SECONDARY EXITS, SUCH AS SLIDING GLASS DOORS AND FRENCH DOORS.
6. LEVER HARDWARE REQUIRED ON UNIT AND BUILDING ENTRY DOORS.
7. SLIDING GLASS DOORS SHALL HAVE A MIN. CLEAR OPENING OF 31 ⅝".
8. IT SHALL BE THE SUPPLIER AND /OR INSTALLERS RESPONSIBILITY TO PROVIDE AND/ OR MAINTAIN ALL REQUIRED CLEARANCES AT APPLIANCES AND FIXTURES.



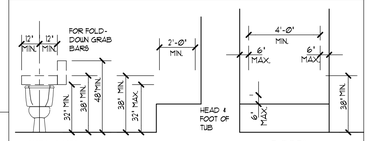
REQUIRED CLEAR FLOOR AREA AT ENTRY SIDE OF FIRST FLOOR PRIMARY ENTRY DOORS

ELECTRICAL NOTES:

LIGHT SWITCHES, ELECTICAL OUTLETS, THERMOSTATS, AND OTHER ENVIRONMENTAL CONTROLS ARE TO BE MOUNTED WITH ALL OPERABLE PARTS ON HIGHER THAN 48 INCHES AND NO LOWER THAN 15 INCHES ABOVE THE FINISHED FLOOR , PROVIDED IT IS NOT OBSTRUCTED BY AN OBJECT PROJECTING INTO THE FLOOR SPACE MORE THAN 19". FOR OCSTRUCTIONS PROJECTING INTO THE FLOOR SPACE BETWEEN 20 INCHES AND 25 INCHES THE MAXIMUM MOUNTING HEIGHT IS REDUCED TO 44 INCHES AND SHALL NOT BE PLACED IN AREA OBSTRUCTED MORE THAN 25 INCHES.



OUTLET MOUNTING HEIGHTS



NOTE: ALL REINFORCEMENT TO BE ¾" PLYWOOD, LET-IN TO STUDS.

ALL MOLDED (FIBERGLASS, ACRYLIC, ETC) BATHTUBS AND SHOWERS WITH INTEGRAL WALL PANELS SHALL BE DESIGNED AND LABELED AS BEING BUILT FOR GRAB BARS AND MEETING THE ANSI LOADING REQUIREMENTS.

UC FOLD DOUN GRAB BAR REINFORCEMENT SHALL BE PLACED ON THE TUB SIDE OF THE WATER CLOSET PROVIDING 18" FROM CENTERLINE TO TUB FACE

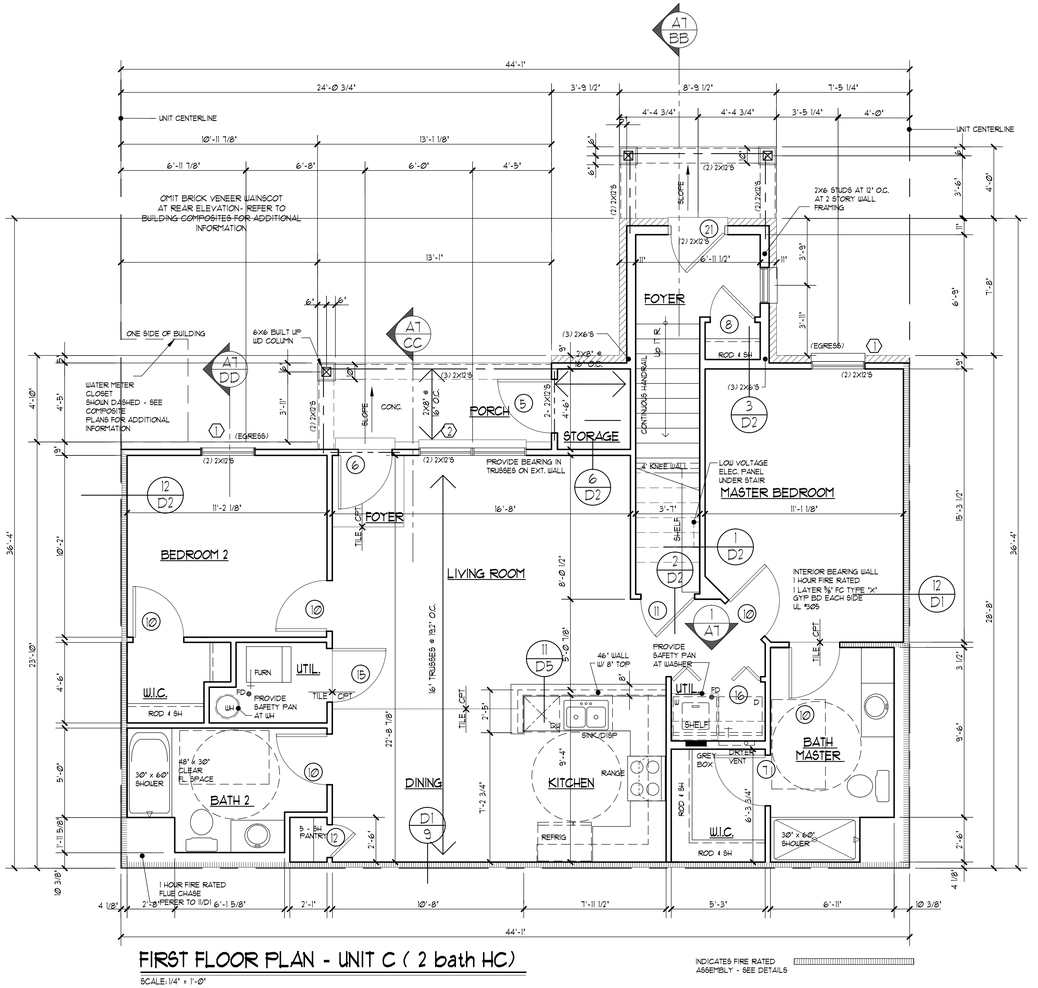
LOCATION OF REINFORCED AREA FOR GRAB BARS IN ALL BATHS

Window Schedule

	Door Descriptions	SIZE	REMARKS
1	3060 SH	3'-0" x 6'-0"	VINYL FRAME, INSULATED
2	(2) 3060 SH (MUL)	(2) 3'-0" X 6'-0"	VINYL FRAME, INSULATED & MULLED
3	(2) 3050 SH (MUL)	(2) 3'-0" X 5'-0"	VINYL FRAME, INSULATED & MULLED
4	3050 SH (FIXED)	3'-0" x 5'-0"	VINYL FRAME, INSULATED
5	2040 SH	2'-0" x 4'-0"	VINYL FRAME, INSULATED
6	3050 SH	3'-0" x 5'-0"	VINYL FRAME, INSULATED

SH - SINGLE HUNG

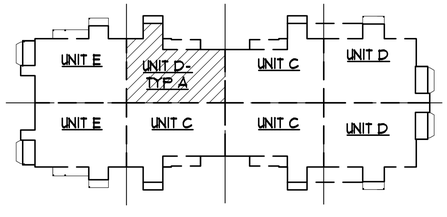
TEMPERED GLASS SHALL BE USED IN THE FOLLOUING CONDITIONS.
- IN SLIDING DOORS
- IN SLIDING GLASS DOORS (BOTH FIXED AND OPERABLE PANELS)
- IN STORM DOORS
- IN INDIVIDUAL FIXED OR OPERABLE PANELS TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24" ARCH OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EDGE OF THE GLAZING IS WITHIN 60" OF WALKING SURFACE.
- IN PANELS GREATER THAM 9 SQ. FT. HAVING A BOTTOM EDGE WHITN 18" OF A WALKING SURFACE AND A TOP EDGE GREATER THA 36" ABOVE THE WALKING SURFACE, AND ON OR MORE WALKING SURFACES WITHIN 36" MEASUERED HORIZONTLY OF THE GLAZING.
- IN GUARDRAILS
- IN TUBS OR SHOWERS ENCLOSURES
- ADJACENT TO STAIRWAYS, LANDING, OR RAMPS WITH 36" HORIZONTALLY OF A WALKING SURFACE. WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60" ABOVE THE ADJACENT TREAD OR LANDING.
- ADJACENT TO STAIRWAYS WITHIN 60" HORIZONTALLY OF THE BOTTOM TREAD OF THE STAIRWAY IN ANY DIRECTION WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60" ABOVE THE BOTTOM TREAD.



FIRST FLOOR PLAN - UNIT C (2 bath HC)

SCALE: 1/4" = 1'-0"

INDICATES FIRE RATED ASSEMBLY - SEE DETAILS



KEY PLAN - BUILDING # - UNIT C - FIRST (HC)

N.T.S.

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENNGS, SEE SCHEDULE BELOW

LINTEL SCHEDULE:

STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 3/8"	9'-0" --- 10'-0"
6" X 3" X 3/8"	10'-0" --- 16'-0"
6" X 4" X 3/8"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-10" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOUS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOUER WINDOUS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

NOTE:
ALL GLASS (WINDOUS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

UNIT C		
FIRST FLOOR UNIT:	1,100	Sq. Ft.

LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

ALL EGRESS WINDOUS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOUS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.

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TIMBER RIDGE HOMES
JOLIET, ILLINOIS

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FIRST FLOOR PLAN - UNIT C (2 BATH) HANDICAP ACCESS.

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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14		

Drawn By: JM

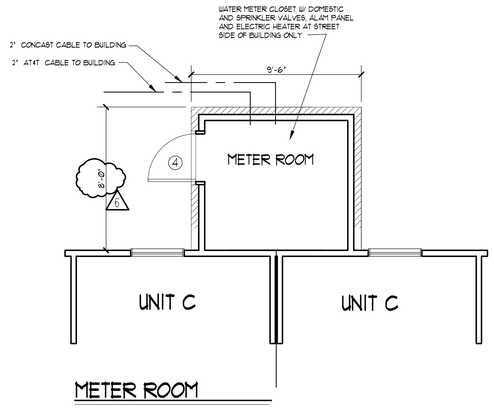
Job No.: X

Date: 7.29.2019

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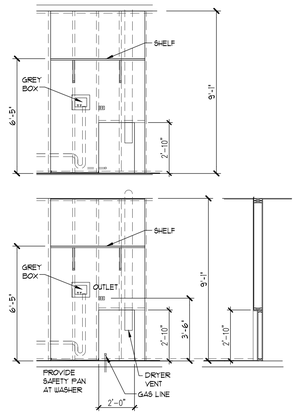


METER ROOM

SCALE: 1/4" = 1'-0"



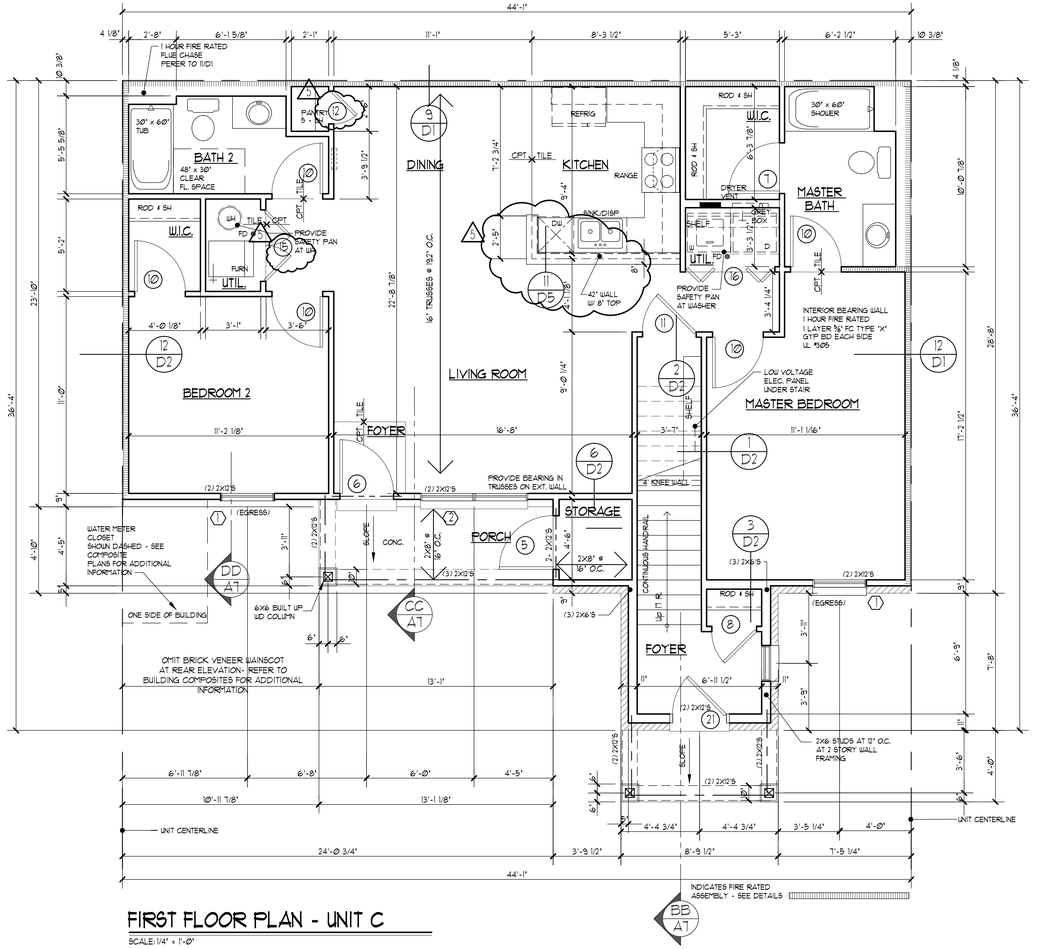
DRYER VENT



ELEVATION @ LAU- UTIL (DRYER VENT)

1 / A1a

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN - UNIT C

SCALE: 1/4" = 1'-0"

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW	
LINTEL SCHEDULE:	
STEEL ANGLE:	**CLEAR OPENING:**
3" X 3" X 5/16"	4'-Ø" OR LESS
3" X 3" X 5/16"	5'-Ø" --- 6'-Ø"
4" X 3" X 5/16"	6'-Ø" --- 7'-Ø"
4" X 3" X 5/16"	7'-Ø" --- 8'-Ø"
5" X 3" X 5/16"	8'-Ø" --- 9'-Ø"
5" X 3" X 5/16"	9'-Ø" --- 10'-Ø"
6" X 3" X 5/16"	10'-Ø" --- 16'-Ø"
6" X 4" X 5/16"	16'-Ø"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-1Ø" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-1Ø" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS # NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR # CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE # AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-Ø", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-Ø"

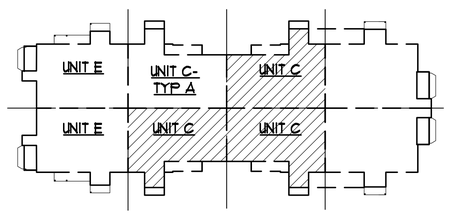
NOTE:
ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

UNIT C	
FIRST FLOOR UNIT:	1,ØØØ Sq. Ft.

LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.Ø	34.2	8.Ø	17.1	-	-
BEDROOM 2	126	8.4	23.Ø	4.2	11.4	-	-
M. BATH	53	-	-	-	-	8Ø	1ØØ CFM
BATH 2	53	-	-	-	-	8Ø	1ØØ CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.



KEY PLAN - BUILDING # - UNIT C - FIRST FLOOR

N.T.S.

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FIRST FLOOR PLAN - UNIT C

REVISIONS:

1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
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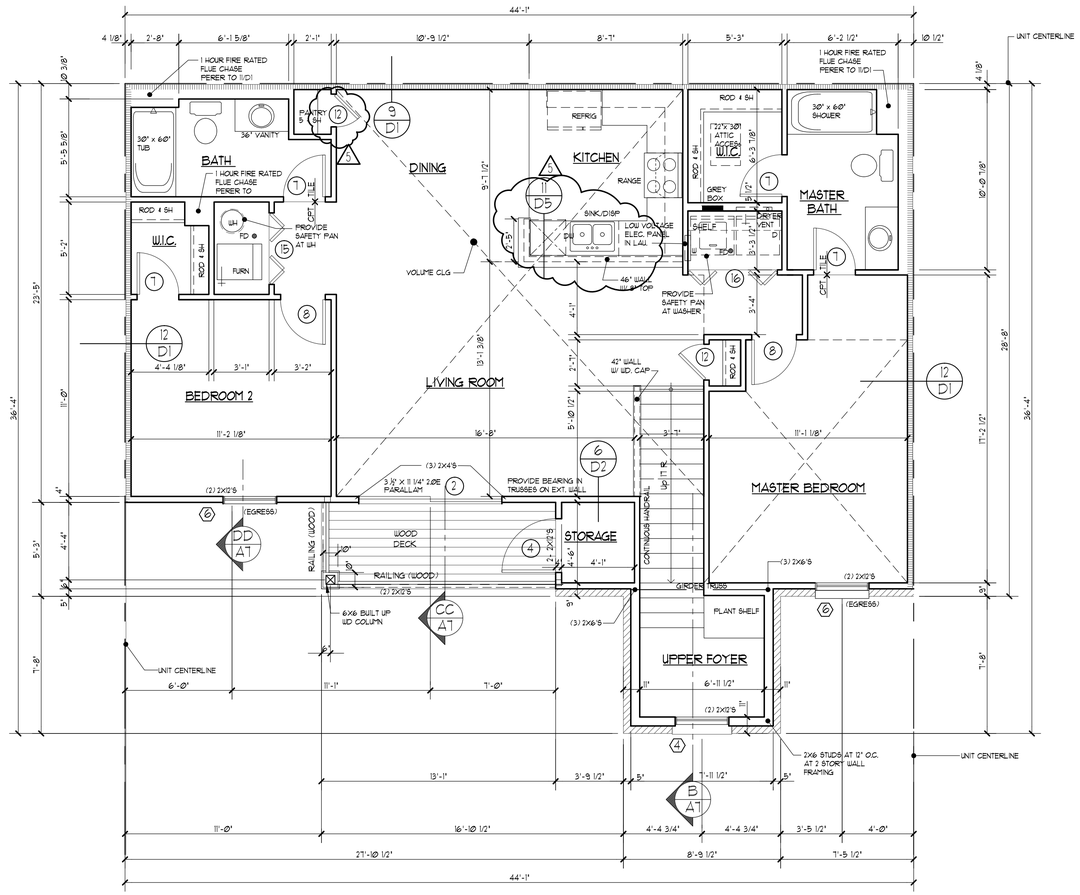
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SECOND FLOOR PLAN - UNIT C

SCALE: 1/4" = 1'-0"

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW	
LINTEL SCHEDULE:	
STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 3/8"	9'-0" --- 10'-0"
6" X 3" X 3/8"	10'-0" --- 16'-0"
6" X 4" X 3/8"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-10" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

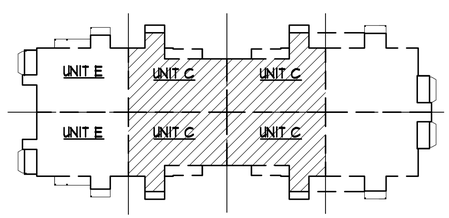
NOTE:
ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

UNIT C		
SECOND FLOOR UNIT:	1,203	Sq. Ft.

LIGHT & VENT SCHEDULE

SECOND FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	406	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	175	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	129	8.4	23.0	4.2	11.4	-	-
M. BATH	60	-	-	-	-	80	100 CFM
BATH 2	55	-	-	-	-	80	100 CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.



KEY PLAN - BUILDING # - UNIT C - SECOND FLOOR

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SECOND FLOOR PLAN - UNIT C

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
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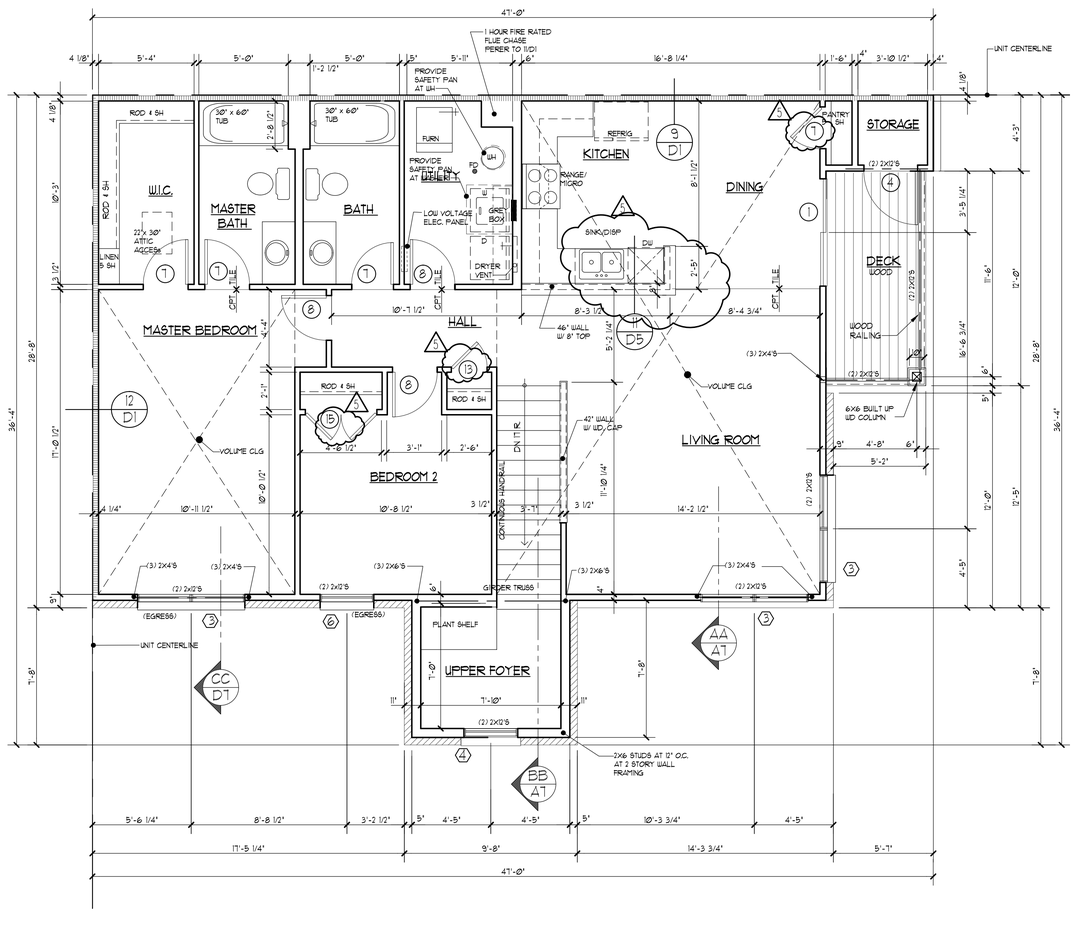
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Job No.: X

Date: 7.29.2019

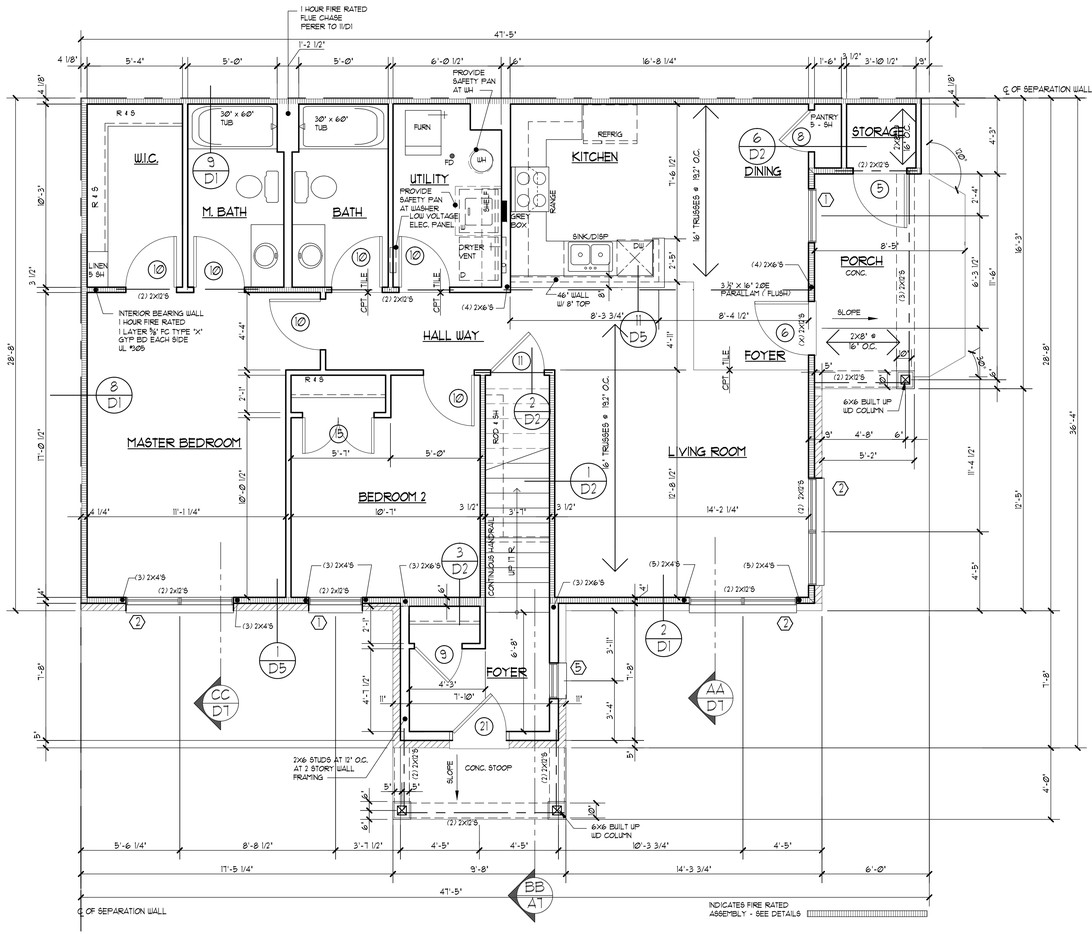
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SECOND FLOOR PLAN - UNIT D

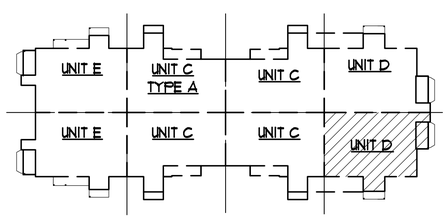
SCALE: 1/4" = 1'-0" (2) BATH OPTION



FIRST FLOOR PLAN - UNIT D (STANDARD 2 BED, 2 BATH)

SCALE: 1/4" = 1'-0"

UNIT D		
FIRST FLOOR UNIT:	1160	Sq. Ft.
SECOND FLOOR UNIT:	1269	Sq. Ft.



KEY PLAN - BUILDING # - UNIT D - FIRST & SECOND

N.T.S.

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW

LINTEL SCHEDULE:

STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 5/16"	9'-0" --- 10'-0"
6" X 3" X 5/16"	10'-0" --- 16'-0"
6" X 4" X 5/16"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE).
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-10" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE:
ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE:
IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

NOTE:
ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	136	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

LIGHT & VENT SCHEDULE

SECOND FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	136	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.

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TIMBER RIDGE HOMES
JOLIET, ILLINOIS

SECOND FLOOR PLAN - UNIT (D) - OPT'L 2 BATH SEC. FL.

REVISIONS:		
1	1 8/2/2018	
2	2 8/6/2018	
3	8/30/2018	
4	3 9/14/2018	
5	4 7/11/2019	
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Drawn By: JM

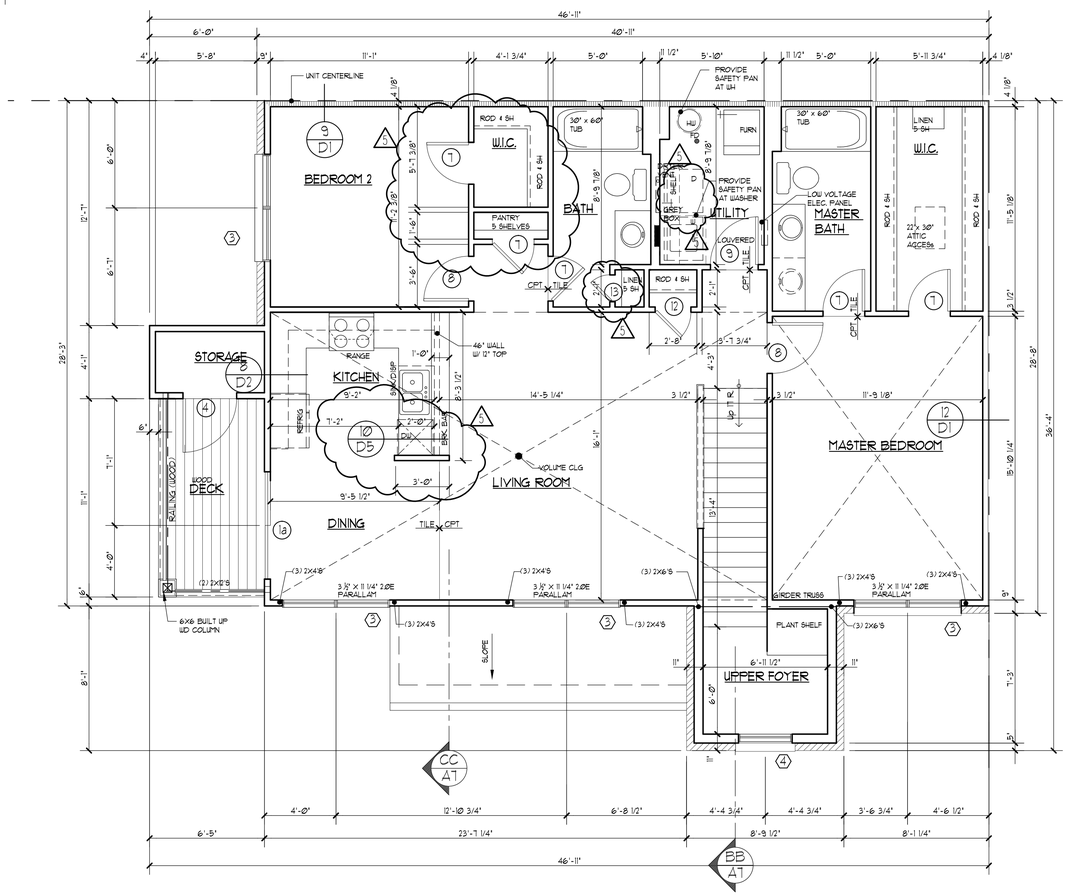
Job No.: X

Date: 7.29.2019

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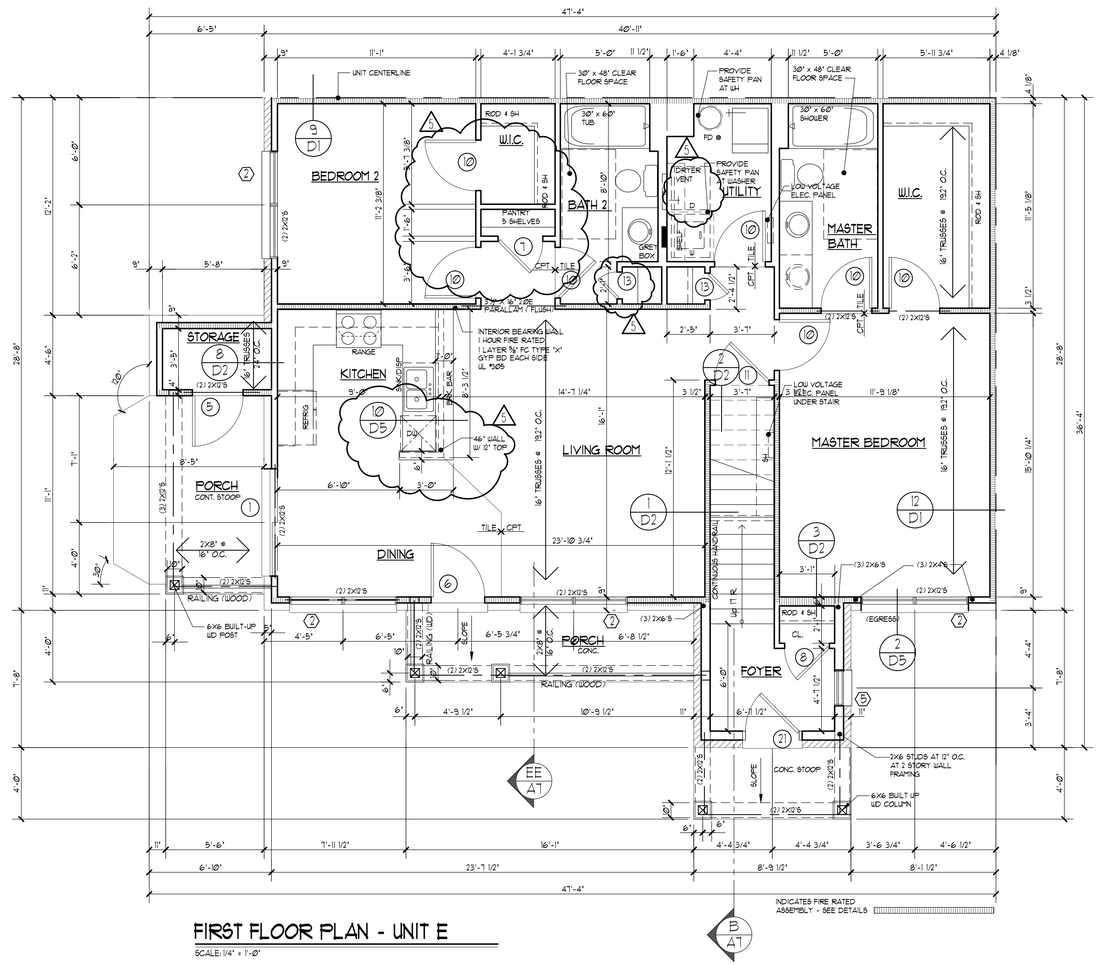
Sheet No. A2

PLOTTED: /TIMBERRIDGE/APT - BLD C - NEW ELDING



SECOND FLOOR PLAN - UNIT E

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN - UNIT E

SCALE: 1/4" = 1'-0"

INDICATES FIRE RATED ASSEMBLY - SEE DETAILS

UNIT E		
FIRST FLOOR UNIT:	1138	Sq. Ft.
SECOND FLOOR UNIT:	1247	Sq. Ft.

NOTE: FOR ALL STL. LINTELS OVER BRICK OPENINGS, SEE SCHEDULE BELOW

LINTEL SCHEDULE:

STEEL ANGLE:	CLEAR OPENING:
3" X 3" X 5/16"	4'-0" OR LESS
3" X 3" X 5/16"	5'-0" --- 6'-0"
4" X 3" X 5/16"	6'-0" --- 7'-0"
4" X 3" X 5/16"	7'-0" --- 8'-0"
5" X 3" X 5/16"	8'-0" --- 9'-0"
5" X 3" X 3/8"	9'-0" --- 10'-0"
6" X 3" X 3/8"	10'-0" --- 16'-0"
6" X 4" X 3/8"	16'-0"

GENERAL NOTES

1. ALL FRAME WALL DIMENSIONS TO BE 3-1/2" TYP. (UNLESS DIMENSIONED OTHERWISE)
2. FIRST FLOOR WINDOW HEADER HEIGHT TO BE 7'-0" ABOVE SUB-FLOOR (U.N.O.).
3. SECOND FLOOR WINDOW HEADER HEIGHT TO BE 6'-10" ABOVE SUB-FLOOR (U.N.O.)
4. ALL ANGLE WALLS ARE 45 DEGREES (U.N.O.). THE ENDS OF ALL 1/2 WALLS NOT VERTICALLY SUPPORTED, SHALL PENETRATE THE SUB-FLOOR W/ (2) 2X4'S AND TIE SECURELY INTO THE FLOOR JOISTS BELOW W/ SOLID
5. BLOCKING ON ALL 4 SIDES.
6. DOUBLE ALL FLOOR JOISTS UNDER ALL TUBS AND SHOWERS
7. INSTALL MANUFACTURED JOIST HANGERS & NAILS AND FILL ALL HOLES.
8. FIREPLACE CHASES SHALL BE FIRE-STOPPED AT EACH FLOOR & CEILING.
9. FIRE-STOPPING SHALL BE INSTALLED TO CUT-OFF ALL CONCEALED DRAFT OPENINGS.
10. DOUBLE ALL CEILING JOISTS WHERE ALL ROOF POINT LOADS OCCUR. ALL WINDOWS WITHIN A 24" ARC OF DOOR EDGE & AT TUB AND SHOWER WINDOWS AND ENCLOSURES, SHALL BE TEMPERED GLASS.

NOTE: ACCESS DOORS FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES

NOTE: IF DRYER VENT IS LONGER THAN 35'-0", A BOOSTER FAN MAY BE REQUIRED PER MFR. SPECS. ALSO INSTALL PERMANENT SIGN ABOVE DRYER INDICATING DRYER VENT IS LONGER THAN 35'-0"

NOTE: ALL GLASS (WINDOWS, ETC.) WITHIN 18" OF THE FINISHED FLOOR (AND SKYLIGHTS) SHALL BE TEMPERED GLASS. ALSO, ALL SIDE-LITES SHALL BE TEMPERED GLASS.

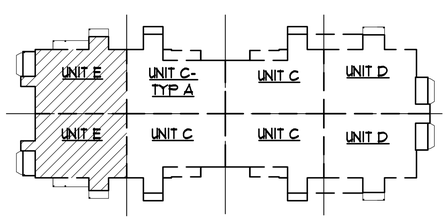
LIGHT & VENT SCHEDULE

FIRST FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM

ALL EGRESS WINDOWS FROM SLEEPING ROOMS MUST HAVE A MIN. NET CLEAR OPENING OF 5.7 SQ. FT. THE MIN. NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES. THE MIN. NET CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.

LIGHT & VENT SCHEDULE

SECOND FLOOR ROOM NAME	AREA	LIGHT 8%		VENT 4%		MECH. CFM	
		REQ.	ACT.	REQ.	ACT.	REQ.	ACT.
DINING / KITCHEN	417	33.4	40.5	16.7	20.25	-	-
M. BEDROOM	196	16.0	34.2	8.0	17.1	-	-
BEDROOM 2	126	8.4	23.0	4.2	11.4	-	-
M. BATH	53	-	-	-	-	80	100 CFM
BATH 2	53	-	-	-	-	80	100 CFM



KEY PLAN - FIRST AND SECOND FLOOR

N.T.S.

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FIRST FLOOR PLAN OF - UNIT E
SECOND FLOOR PLAN - UNIT E

REVISIONS:

1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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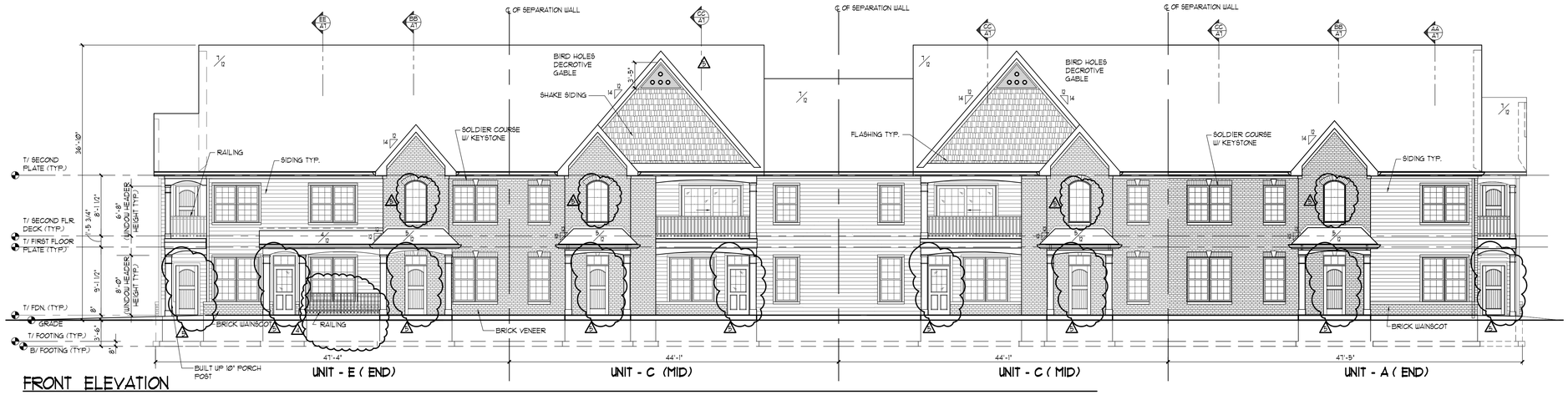
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Job No.: X

Date: 7.29.2019

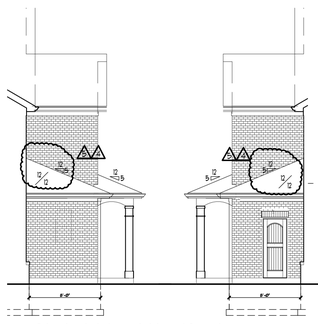
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Sheet No. A3



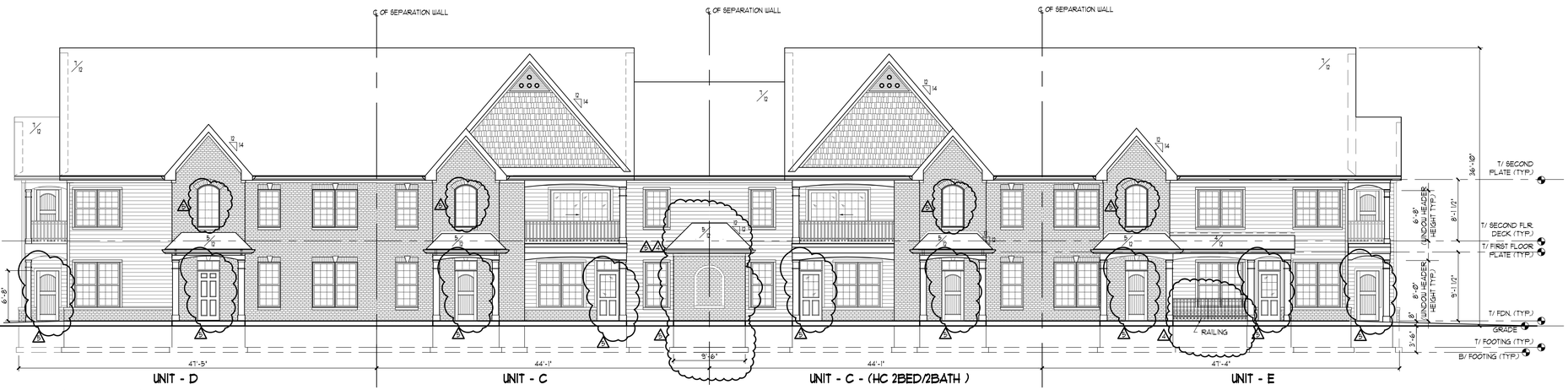
FRONT ELEVATION

SCALE: 1/8" = 1'-0"



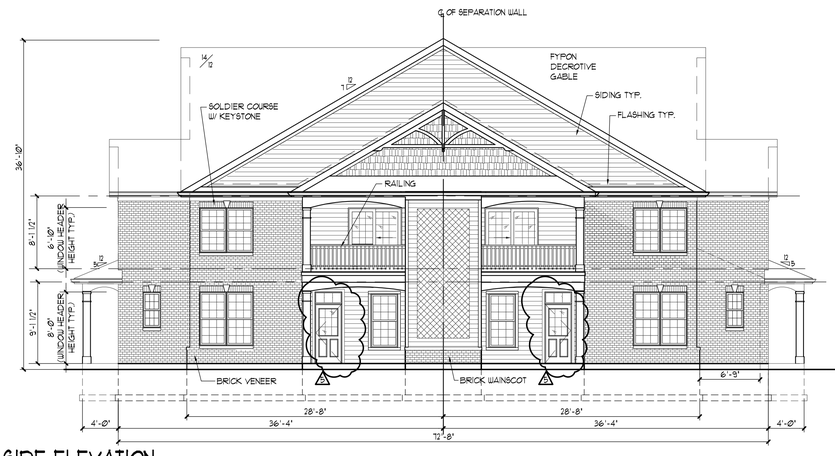
SIDE ELEVATIONS OF OF WATER METER ROOM

SCALE: 1/8" = 1'-0"



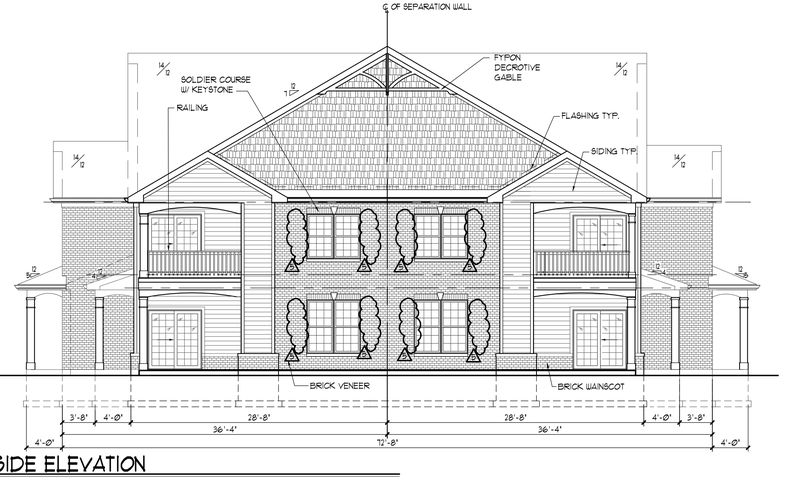
REAR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

TYPICAL ELEVATION NOTES:

1. TYPICAL ROOFING - 25 YEAR ASPHALT SHINGLES (CLASS "C" OR BETTER).

2. ROOF VENTS - 51 SQ. IN. FREE AIR
SOFFIT VENTS - AERATED ALUMINUM PANELS

3. PROVIDE PRE-FINISHED ALUMINUM GUTTERS AND DOWNSPOUTS TO CONC. SPLASH BLOCK AT GRADE.

4. TYPICAL SIDING TO BE FIBER CEMENT (CERTAINTEED WEATHER BD. OR EQUAL).

5. TYPICAL TRIM SHALL BE NON- HYDROSCOPIC ENGINEERED WOOD U.N.O.
FASCIA = 5 /4" x8 ALUMINUM WRAPPED
FASCIA FRIEZE - 5 /4"x8 ALUMINUM WRAPPED
RAKE - 5 /4" x 8 ALUMINUM WRAPPED
RAKE FRIEZE - 1x4 FIBER CEMENT

6. PROVIDE ALUMINUM DRIP CAPS AT ALL DOOR AND WINDOWHEADS.

7. PROVIDE SHEET METAL FLASHING AT ALL ROOF TO WALL CONDITIONS.

8. PROVIDE WR GRACE ICE AND WATER SHIELD UNDER SHINGLES AT ROOF PITCHES OF 4:12 AND UNDER AT EAVES AND VALLYS.

9. PROVIDE 2 1/4" LIMESTONE CAP AT BRICK VENEER WAINSCOT AND AT WINDOW SILLS IN CONTRACT WITH BRICK VENEER.

10. FLUES SHALL BE A MIN. OF 2'-0" ABOVE ROOF SURFACES 10'-0" AWAY AND 3'-0" ABOVE THE FRONT IF PENATRATION IN THE ROOF.

11. ALL MOLDES MILL WORK SHALL BE "FYPON" OR EQUAL.

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BUILDING "A" - UNIT C (HC)
ELEVATIONS - 16 UNIT BUILDING

REVISIONS:		
1	1	8/2/2018
2	2	8/6/2018
3		8/30/2018
4	4	9/14/2018
5	5	7/11/2019
6	6	8/2/2019
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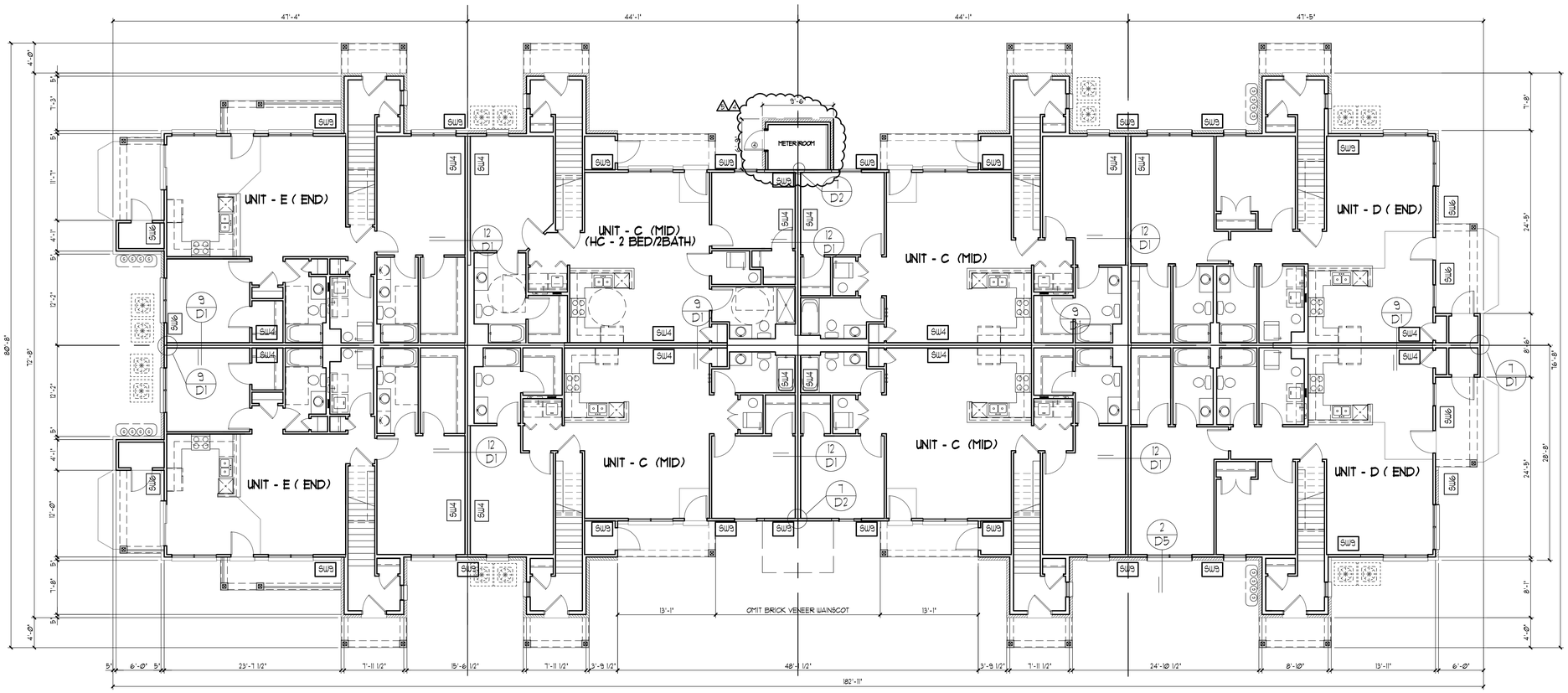
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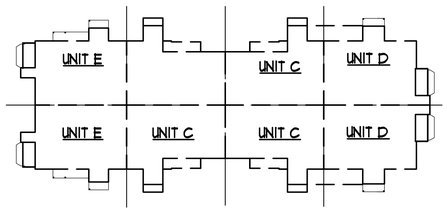
Sheet No. A5



FIRST FLOOR PLAN - 16 UNIT BUILDING

SCALE: 1/8" = 1'-0"

REFER TO 1/4" PLAN FOR ADDITIONAL INFORMATION



KEY PLAN - BUILDING # - UNIT - FIRST FLOOR

N.T.S.

SHEAR WALL SCHEDULE

Shear Wall	Wall Stud Size & Spacing	Sheathing	Nail Size And Spacing	Sill Plate Anchor Size And Spacing	Simpson Holdown Anchor or Strap	Anchor Bolt or Strap Nails	Endwall Posts
SW1	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW2	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ℄ BOLTS @ 40" OC	HDU8-SD2DS	7/8" ℄	(3) 2X6
SW3	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS: AT 7" OC @ ALL SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW4	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS: AT 4" OC @ ALL SUPPORTS	1/2" ℄ BOLTS @ 48" OC	HDU8-SD2DS	7/8" ℄	(3) 2X6
SW5	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	(3) 16d Nails @ 16" OC	CMST 16	(29) 16d @ Each End	(3) 2X6
SW6	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ℄ BOLTS @ 24" OC	HD9B	7/8" ℄	6X6
SW7	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS: AT 4" OC @ ALL SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW8	2x @ 16"	5/8" GYPSUM (DOUBLE LAYER, BLOCKED)	6d NAILS: AT 9" OC @ ALL SUPPORTS (BASE PLY) 8d NAILS: AT 7" OC @ ALL SUPPORTS (FACE PLY)	1/2" ℄ BOLTS @ 48" OC	HDU4-SD2DS	5/8" ℄	(3) 2x6
SW9	2x @ 16"	7/16" OSB	8d NAILS: AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ℄ BOLTS @ 48" OC	HDU4-SD2DS	5/8" ℄	(3) 2X6

Notes:
1) All wood structural panel shear walls shall be blocked at panel edges.
2) When panels are nailed at 2" OC, framing members at adjoining panel edges shall be 3" nominal or (2) 2x and nails shall be staggered.
3) Sill Plate Anchors nails shall be 16d common nails. Drive nails into rim boards or blocking below.
4) Embedded Sill Plate Anchors shall comply with IBC Sec. 2308.6. 1/2" ℄ Simpson Titen HD Anchors may be used.
5) Anchor Bolts at Holdowns shall be either cast in place A307 headed anchor bolts or Hilti HAS-E Rods in HIT-RE 500 Epoxy.
6) Typical anchor embedment shall be as follows:
1/2"℄ = 7" Emb.
5/8"℄ = 7 - 1/2" Emb.
7/8"℄ = 10 - 1/2" Emb.
1"℄ = 12" Emb.
1-1/4"℄ = 15" Emb.

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BUILDING "A" - UNIT C (HC)
FIRST FLOOR - 16 UNIT BUILDING

REVISIONS:		
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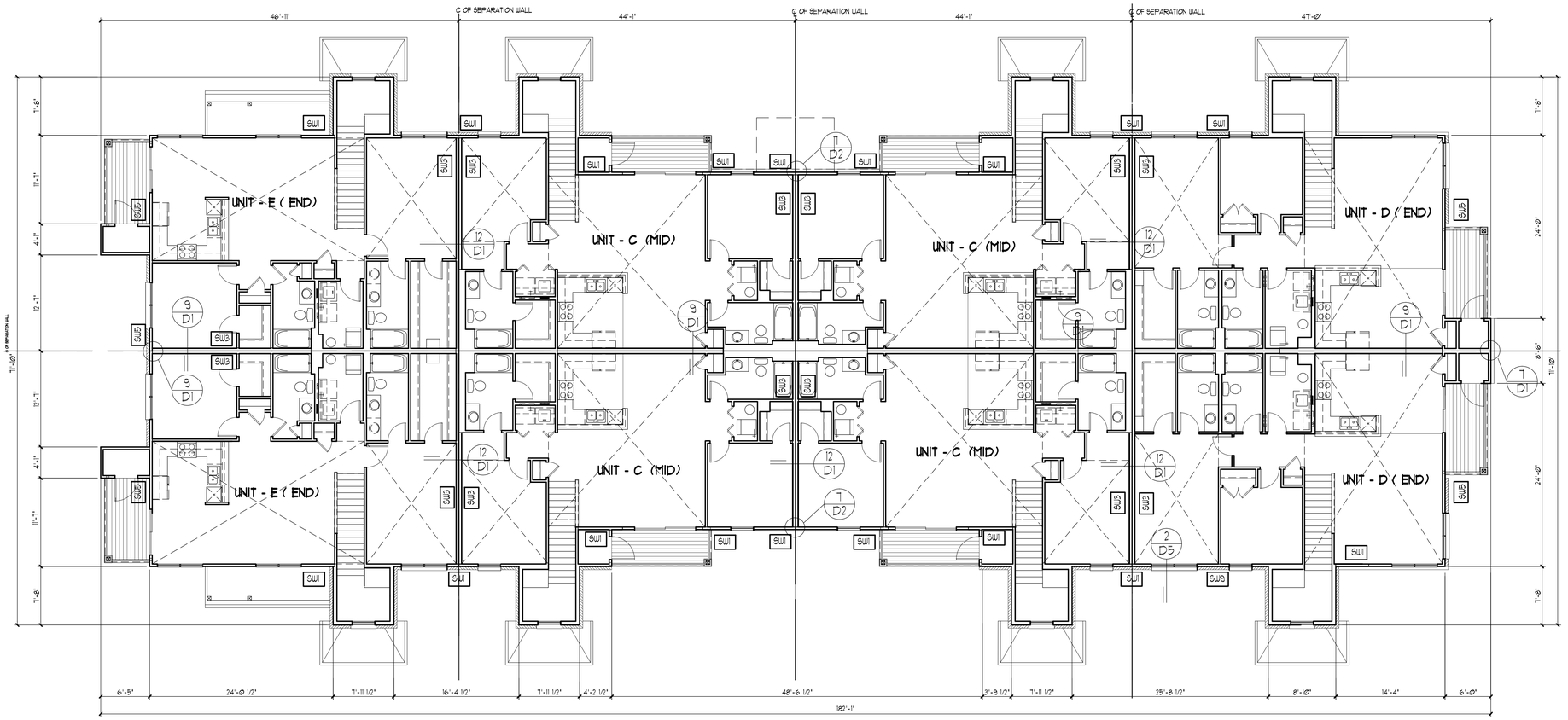
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SECOND FLOOR PLAN - 16 UNIT BUILDING

SCALE: 1/8" = 1'-0"

REFER TO 1/4" PLAN FOR ADDITIONAL INFORMATION

SHEAR WALL SCHEDULE

Shear Wall	Wall Stud Size & Spacing	Sheathing	Nail Size And Spacing		Sill Plate Anchor Size And Spacing	Simpson Holdown Anchor or Strap	Anchor Bolt or Strap Nails	Endwall Posts
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SW3	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS:	AT 7" OC @ ALL SUPPORTS	(3) 16d Nails @ 16" OC	CS 16	(11) 10d @ Each End	(2) 2X6
SW4	2x @ 16"	5/8" GYPSUM BOARD	6d NAILS:	AT 4" OC @ ALL SUPPORTS	1/2" ⌖ BOLTS @ 48" OC	HDU8-SD205	7/8" ⌖	(3) 2X6
SW5	2x @ 16"	7/16" OSB	8d NAILS:	AT 6" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	(3) 16d Nails @ 16" OC	CMST 16	(29) 16d @ Each End	(3) 2X6
SW6	2x @ 16"	7/16" OSB	8d NAILS:	AT 4" OC @ PERIMETER SUPPORTS AT 12" OC @ INTERIOR SUPPORTS	1/2" ⌖ BOLTS @ 24" OC	HD9B	7/8" ⌖	6X6
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SECOND FLOOR - 16 UNIT BUILDING

REVISIONS:		
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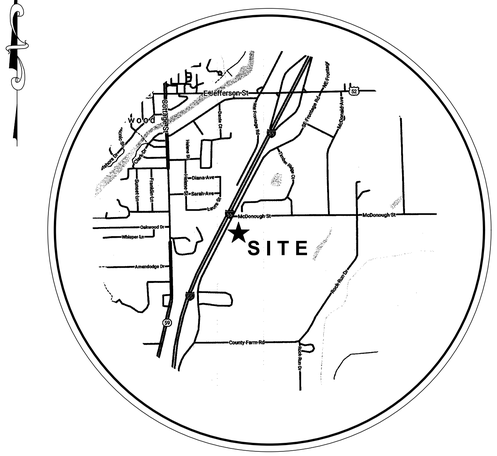
Sheet No. A9

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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000

Landscape Plans
for
TIMBER POINTE - UNIT 2
McDonough Street
City of Joliet
Will County, Illinois



SITE LOCATION MAP
NOT TO SCALE

INDEX OF LANDSCAPE SHEETS

SHEET No.	DESCRIPTION
L0.00	COVER SHEET
L1.00	OVERALL SITE PLAN
L1.01	16–UNIT TOWNHOME LANDSCAPE PLAN – NORTH AND SOUTH
L1.02	STORMWATER MANAGEMENT AREA LANDSCAPE PLAN
L1.03	OVERALL SITE SEED/SOD LANDSCAPE PLAN
L2.00	LANDSCAPE SPECIFICATIONS AND PLANTING DETAILS

CONTRACTOR SHALL NOTIFY NICOR GAS IN ADVANCE OF ANY WORK NEAR THEIR PIPELINE.

NICOR GAS CONTACT:
BRUCE KOPPANG
DOT LIAISON - ENGINEERING
1844 FERRY ROAD
NAPERVILLE, ILLINOIS 60563
Ph. (630) 388-3046 OFFICE
Ph. (708) 243-5136 MOBILE
Email: bkoppan@southernco.com

NOTES:
1.) PROPERTY LINE GEOMETRY AND EASEMENTS DEPICTED ON THE IMPROVEMENT PLANS DO NOT NECESSARILY REPRESENT THE FINAL GEOMETRY AND EASEMENTS SHOWN ON THE MOST RECENT PLAT OF SUBDIVISION. REFER TO THE PLAT OF SUBDIVISION FOR THIS INFORMATION.

2.) DUE TO THE UNCERTAINTY OF SEASONAL GROUND WATER TABLES AND THE GEOPHYSICAL CONDITIONS AFFECTING GROUND WATER MOVEMENT, RUETTIGER, TONELLI & ASSOCIATES TAKES NO RESPONSIBILITY FOR THE MANAGEMENT OF GROUND WATER ASSOCIATED WITH SUB-GRADE CONSTRUCTION. BASEMENTS OR OTHER LIKE FACILITIES CONSTRUCTED BELOW THE FINISHED SURFACE GRADE OF THE PROPERTY ARE AT THE RISK OF THE BUILDER/OWNER.

OWNER / DEVELOPER:

TALL OAKS GROUP, L.L.C.
c/o EDWARD MATTOX
1230 W. JEFFERSON STREET
JOLIET, ILLINOIS 60404
Email: emattox@kiplinggrp.com

LAND SURVEYOR / ENGINEER:

RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph. (815) 744-6600

LANDSCAPE ARCHITECT:

RUETTIGER, TONELLI & ASSOCIATES, INC.
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404
Ph. (815) 744-6600

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REVISIONS

No.	DATE	DESCRIPTION	BY
0	3–3–2023	Landscape Plans Created	ech

No.	DATE	DESCRIPTION	BY

DOCUMENTATION:
PROJECT No.: 20150950.00
DATE: 2-06-2023
FIELD BOOK: 20012161.00, 20021854.00, TIMBR RIDGE 20140139
DRAWN BY: ech
CHECKED BY: J.H.

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
COVER SHEET

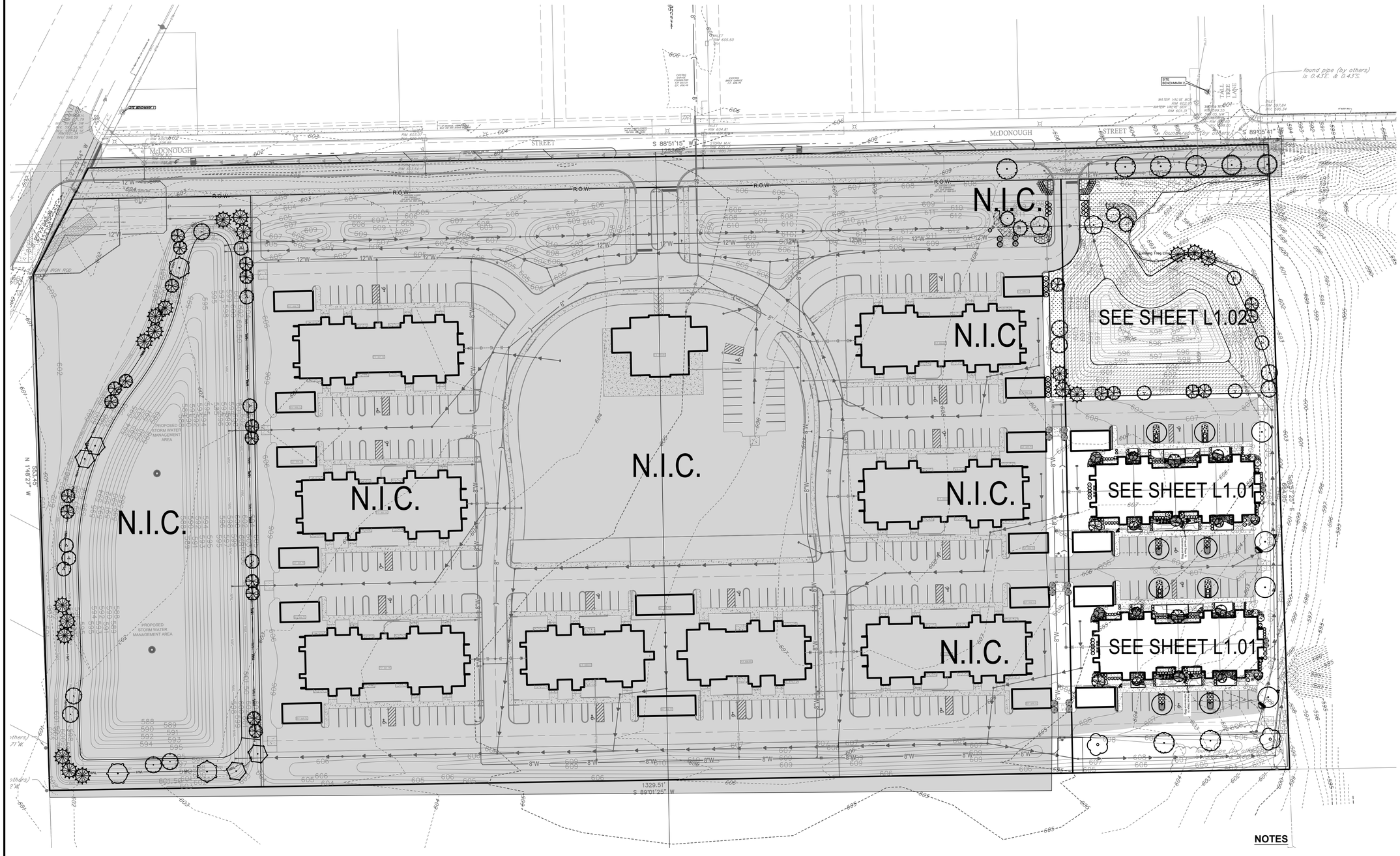
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SCALE:
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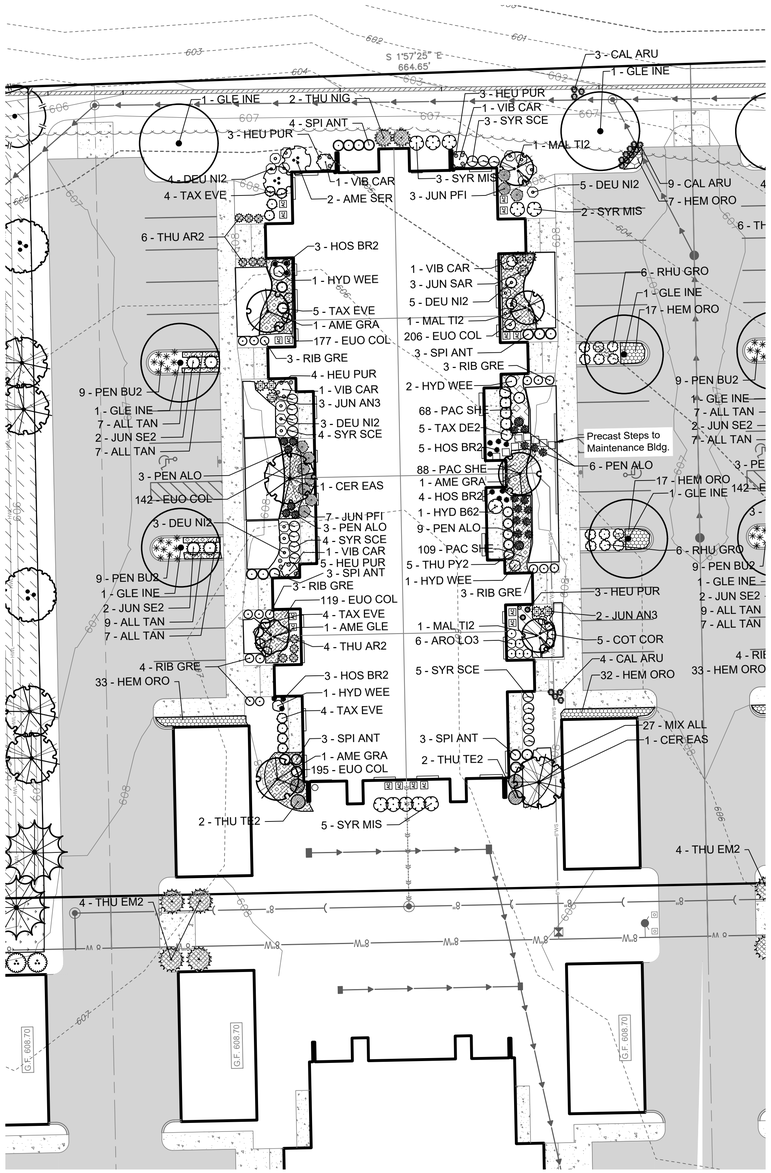
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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000


McDONOUGH STREET
S 88°51'15" W
1329.51'
S 89°01'25" W
S 89°05'41" E
N.I.C.
N.I.C.
N.I.C.
N.I.C.
N.I.C.
N.I.C.
SEE SHEET L1.02
SEE SHEET L1.01
SEE SHEET L1.01
PROPOSED STORM WATER MANAGEMENT AREA
PROPOSED STORM WATER MANAGEMENT AREA
SITE BENCHMARK 2
found pipe (by others) is 0.43'E. & 0.43'S.
found rebar (by others)
R.O.W.
12"W
8"W
8"S
Existing Tree Line
Existing Tree Line
Existing Tree Line

Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000

GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.



UNIT 2 16-UNIT TOWNHOME - NORTH UNIT

NORTH

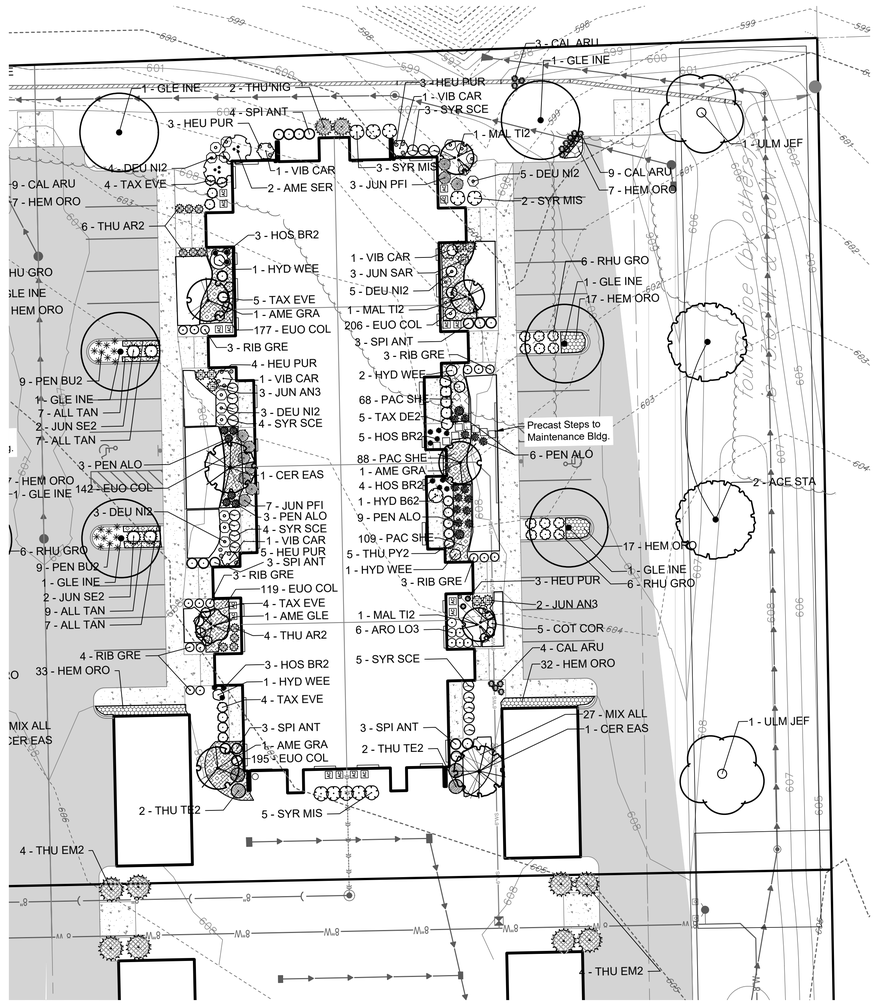
SCALE: 1" = 20'

PLANT SCHEDULE UNIT 2 TOWNHOME - NORTH UNIT

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
GLE INE	6	Gleditsia triacanthos var. inermis `Skycole` TM / Skyline Thornless Honey Locust	2.5" dbh, BB
FLOWERING TREES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME GLE	1	Amelanchier canadensis `Glennform` TM / Rainbow Pillar Serviceberry Multi-Stem	6` Ht, BB
AME GRA	3	Amelanchier grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry Multi-stem	6` Ht, BB
CER EAS	2	Cercis canadensis / Eastern Redbud Multi-trunk	6` Ht, BB
MAL TI2	3	Malus sargentii `Tina` / Tina Flowering Crabapple Multi-Stem	5` Ht, B&B
SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME SER	2	Amelanchier alnifolia / Serviceberry	4` Ht BB
ARO LO3	6	Aronia melanocarpa Low Scape Mound / Lowscape Chokeberry	2` Ht
COR GLO	10	Cornus mas `Golden Glory` / Golden Glory Cornelian Cherry	6` HT. BB.
COT COR	5	Cotoneaster apiculatus / Coral Beauty Cotoneaster	3 gal
DEU NI2	20	Deutzia gracilis `Nikko` / Slender Deutzia	2` Ht
HYD B62	1	Hydrangea paniculata `Bobo` / Bobo Hydrangea	5 gal
HYD WEE	5	Hydrangea quercifolia `Pee Wee` / Oakleaf Hydrangea	2.5` Ht
RHU GRO	12	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	2` Ht
RIB GRE	16	Ribes alpinum `Green Mound` / Green Mound Alpine Currant	3 gal
SPI ANT	16	Spiraea x bumalda `Anthony Waterer` / Anthony Waterer Spirea	2.5` Ht
SYR MIS	10	Syringa patula `Miss Kim` / Miss Kim Lilac	3` Ht
SYR SCE	16	Syringa x `Scent & Sensibility` / Pink Reblooming Lilac	2.5` Ht
VIB CAR	5	Viburnum carlesii / Korean Spice Viburnum	3` Ht
ANNUALS/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
HEU PUR	18	Heuchera micrantha `Palace Purple` / Palace Purple Coral Bells	1 gal
HOS BR2	15	Hosta sieboldiana `Bressingham Blue` / Plantain Lily	1 gal
GRASSES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
CAL ARU	16	Calamagrostis arundinacea `Karl Foerster` / Foerster`s Feather Grass	2` Ht
PEN ALO	21	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	3 gal
PEN BU2	18	Pennisetum alopecuroides `Little Bunny` / Little Bunny Fountain Grass	3 gal
EVERGREEN SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
JUN SAR	3	Juniperus chinensis sargentii / Sargent Juniper	18" sprd,BB
JUN PFI	10	Juniperus chinensis `Kallays Compact` / Kallay Compact Pfitzer Juniper	18" sprd,BB
JUN SE2	4	Juniperus chinensis `Sea Green` / Sea Green Juniper	24" sprd,BB
JUN AN3	5	Juniperus horizontalis plumosa `Andorra` / Andorra Juniper	3 gal-Evg
TAX DE2	5	Taxus media `Densiformis` / Dense Yew	24" sprd,BB
TAX EVE	17	Taxus x media `Everlow` / Yew	24" sprd BB-2` Ht
THU AR2	10	Thuja occidentalis `Danica` / Danica Globe Arborvitae	3 gal-Evg
THU EM2	4	Thuja occidentalis `Emerald` / Emerald Arborvitae	5` Ht-Evg
THU NIG	2	Thuja occidentalis `Nigra` / Nigra Cedar	6` Ht-Evg,BB
THU PY2	5	Thuja occidentalis `Pygmy Globe` / Pygmy Globe Arborvitae	3 gal-Evg
THU TE2	4	Thuja occidentalis `Techny` / Techny Arborvitae	4` Ht-Evg
GRNDCOVER/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE** / **SPACING**
ALL TAN	30	Allium tanguticum `Summer Beauty` / Summer Beauty Globe Lily	1 gal / 18" o.c.
EUO COL	839	Euonymus fortunei `Colorata` / Purple-leaf Winter Creeper	3"pot / 10" o.c.
HEM ORO	99	Hemerocallis hybrid `Stella de Oro` / Stella de Oro Daylily	1 gal / 18" o.c.
MIX ALL	27	Mix Spor-Allium / Prairie Dropseed-Summer Beauty Allium Sporobolus h. `Tara` (30%), Allium t. `Summer Beauty" (70%) planted in drifts	1 gal / 24" o.c.
PAC SHE	265	Pachysandra terminalis `Green Sheen` / Pachysandra	3" pot / 12" o.c.

PLANT SCHEDULE UNIT 2 TOWNHOME - SOUTH UNIT

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
ACE STA	2	Acer miyabei `State Street` / Miyabei Maple	2.5" dbh, BB
GLE INE	6	Gleditsia triacanthos var. inermis `Skycole` TM / Skyline Thornless Honey Locust	2.5" dbh, BB
ULM JEF	2	Ulmus americana `Jefferson` / American Elm	2.5" dbh, BB
FLOWERING TREES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME GLE	1	Amelanchier canadensis `Glennform` TM / Rainbow Pillar Serviceberry Multi-Stem	6` Ht, BB
AME GRA	3	Amelanchier grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry Multi-stem	6` Ht, BB
CER EAS	2	Cercis canadensis / Eastern Redbud Multi-trunk	6` Ht, BB
MAL TI2	3	Malus sargentii `Tina` / Tina Flowering Crabapple Multi-Stem	5` Ht, B&B
SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
AME SER	2	Amelanchier alnifolia / Serviceberry	4` Ht BB
ARO LO3	6	Aronia melanocarpa Low Scape Mound / Lowscape Chokeberry	2` Ht
COT COR	5	Cotoneaster apiculatus / Coral Beauty Cotoneaster	3 gal
DEU NI2	20	Deutzia gracilis `Nikko` / Slender Deutzia	2` Ht
HYD B62	1	Hydrangea paniculata `Bobo` / Bobo Hydrangea	5 gal
HYD WEE	5	Hydrangea quercifolia `Pee Wee` / Oakleaf Hydrangea	2.5` Ht
RHU GRO	12	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	2` Ht
RIB GRE	16	Ribes alpinum `Green Mound` / Green Mound Alpine Currant	3 gal
SPI ANT	16	Spiraea x bumalda `Anthony Waterer` / Anthony Waterer Spirea	2.5` Ht
SYR MIS	10	Syringa patula `Miss Kim` / Miss Kim Lilac	3` Ht
SYR SCE	16	Syringa x `Scent & Sensibility` / Pink Reblooming Lilac	2.5` Ht
VIB CAR	5	Viburnum carlesii / Korean Spice Viburnum	3` Ht
ANNUALS/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
HEU PUR	18	Heuchera micrantha `Palace Purple` / Palace Purple Coral Bells	1 gal
HOS BR2	15	Hosta sieboldiana `Bressingham Blue` / Plantain Lily	1 gal
GRASSES	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
CAL ARU	16	Calamagrostis arundinacea `Karl Foerster` / Foerster`s Feather Grass	2` Ht
PEN ALO	21	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	3 gal
PEN BU2	18	Pennisetum alopecuroides `Little Bunny` / Little Bunny Fountain Grass	3 gal
EVERGREEN SHRUBS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE**
JUN SAR	3	Juniperus chinensis sargentii / Sargent Juniper	18" sprd,BB
JUN PFI	10	Juniperus chinensis `Kallays Compact` / Kallay Compact Pfitzer Juniper	18" sprd,BB
JUN SE2	4	Juniperus chinensis `Sea Green` / Sea Green Juniper	24" sprd,BB
JUN AN3	5	Juniperus horizontalis plumosa `Andorra` / Andorra Juniper	3 gal-Evg
TAX DE2	5	Taxus media `Densiformis` / Dense Yew	24" sprd,BB
TAX EVE	17	Taxus x media `Everlow` / Yew	24" sprd BB-2` Ht
THU AR2	10	Thuja occidentalis `Danica` / Danica Globe Arborvitae	3 gal-Evg
THU EM2	8	Thuja occidentalis `Emerald` / Emerald Arborvitae	5` Ht-Evg
THU NIG	2	Thuja occidentalis `Nigra` / Nigra Cedar	6` Ht-Evg,BB
THU PY2	5	Thuja occidentalis `Pygmy Globe` / Pygmy Globe Arborvitae	3 gal-Evg
THU TE2	4	Thuja occidentalis `Techny` / Techny Arborvitae	4` Ht-Evg
GRNDCOVER/PERENNIALS	**QTY**	**BOTANICAL NAME / COMMON NAME**	**SIZE** / **SPACING**
ALL TAN	30	Allium tanguticum `Summer Beauty` / Summer Beauty Globe Lily	1 gal / 18" o.c.
EUO COL	839	Euonymus fortunei `Colorata` / Purple-leaf Winter Creeper	3"pot / 10" o.c.
HEM ORO	106	Hemerocallis hybrid `Stella de Oro` / Stella de Oro Daylily	1 gal / 18" o.c.
MIX ALL	27	Mix Spor-Allium / Prairie Dropseed-Summer Beauty Allium Sporobolus h. `Tara` (30%), Allium t. `Summer Beauty" (70%) planted in drifts	1 gal / 24" o.c.
PAC SHE	265	Pachysandra terminalis `Green Sheen` / Pachysandra	3" pot / 12" o.c.



UNIT 2 16-UNIT TOWNHOME - SOUTH UNIT

NORTH

SCALE: 1" = 20'

NOTES

1. **See Sheet L1.03 for Seed and Sod Locations.**

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
CONTACT J.U.L.I.E. at 811 or 800-892-0123
48 Hours (2 Working Days) BEFORE YOU DIG.
Include the following:
County, City/Township, Section & ¼ Section No.

REVISIONS

No.	DATE	DESCRIPTION	BY
0	3-3-2023	Landscape Plans Created	ech

DOCUMENTATION:
PROJECT No.: 20150950.00
DATE: 2-06-2023
FIELD BOOK: 20012161.00 20021854.00 TIMBR RIDGE 20140139
DRAWN BY: ech
CHECKED BY: J.H.

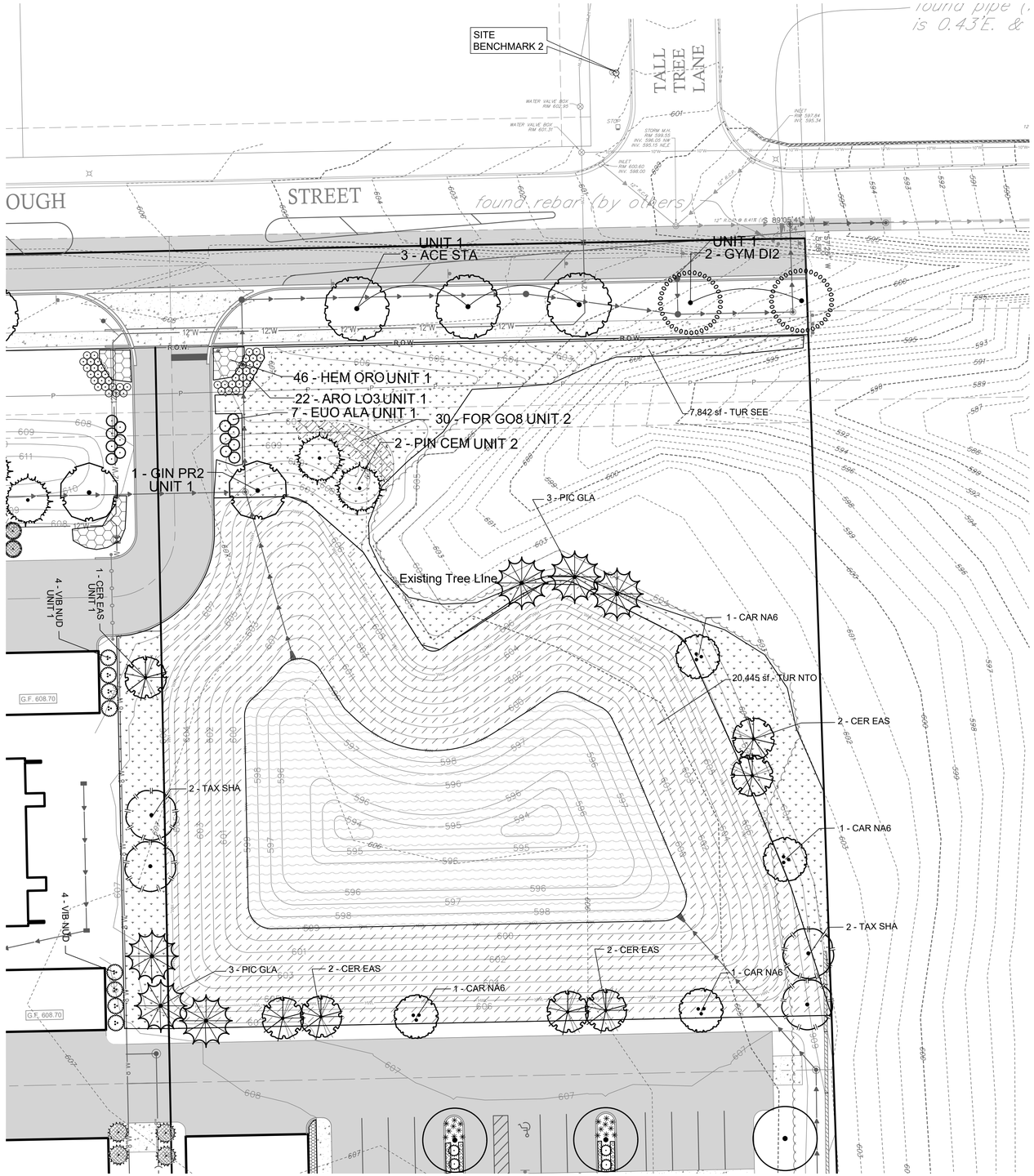
R T & A
Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
16 UNIT TOWNHOME LANDSCAPE PLAN

DRAWING No.
315-0950-L3 Unit 2 LS Plans
SCALE:
AS NOTED
SHEET L1.01

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UNIT 2 DETENTION AREA

NORTH

SCALE: 1" = 20'

Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000

GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.

PLANT SCHEDULE UNIT 2 TOWNHOME - DETENTION AREA

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
CAR NA6	4	Carpinus caroliniana `Native Flame` / Native Flame Hornbeam	8-10` Ht, BB

EVERGREEN TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
PIC GLA	6	Picea glauca / White Spruce	6-8` Ht, BB
TAX SHA	4	Taxodium distichum `Shawnee Brave` TM / Bald Cypress	10-12` Ht, Evg
PIN CEM	2	Pinus cembra / Swiss Stone Pine	8-10` Ht, BB

FLOWERING TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
CER EAS	6	Cercis canadensis / Eastern Redbud Multi-trunk	6` Ht, BB

SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
VIB NUD	4	Viburnum nudum `Winterthur` / Smooth Witherod	3` Ht

SHRUB AREAS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	SPACING
FOR GO8	30	Forsythia x intermedia `Gold Tide` TM / Gold Tide Forsythia	3 gal	36" o.c.

SOD/SEED	QTY	BOTANICAL NAME / COMMON NAME	SIZE	SPACING
TUR NTO	20,445 sf	Turf Seed Low Maintenance Turf Mix / Low Maintenance Turf Mix 20% Creeping Red Fescue, 20% Interm. Ryegrass, 20% Hard Fescue, 30% Bluegrass-min 2 varieties, 10% Perennial Ryegrass. Rate: 4.5 lbs/1,000 sf.	seed (sq.ft.)	
TUR SEE	9,902 sf	Turf Seed / See Specifications	seed (sq.ft.)	

NOTES

1. **See Sheet L1.03 for Seed and Sod Locations.**

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REVISIONS

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No.	DATE	DESCRIPTION	BY

DOCUMENTATION:
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DATE: 2-06-2023
FIELD BOOK: 20012161.00 20021854.00 TIMBR RIDGE 20140139
DRAWN BY: ech
CHECKED BY: J.H.

Ruettiger, Tonelli & Associates, Inc.
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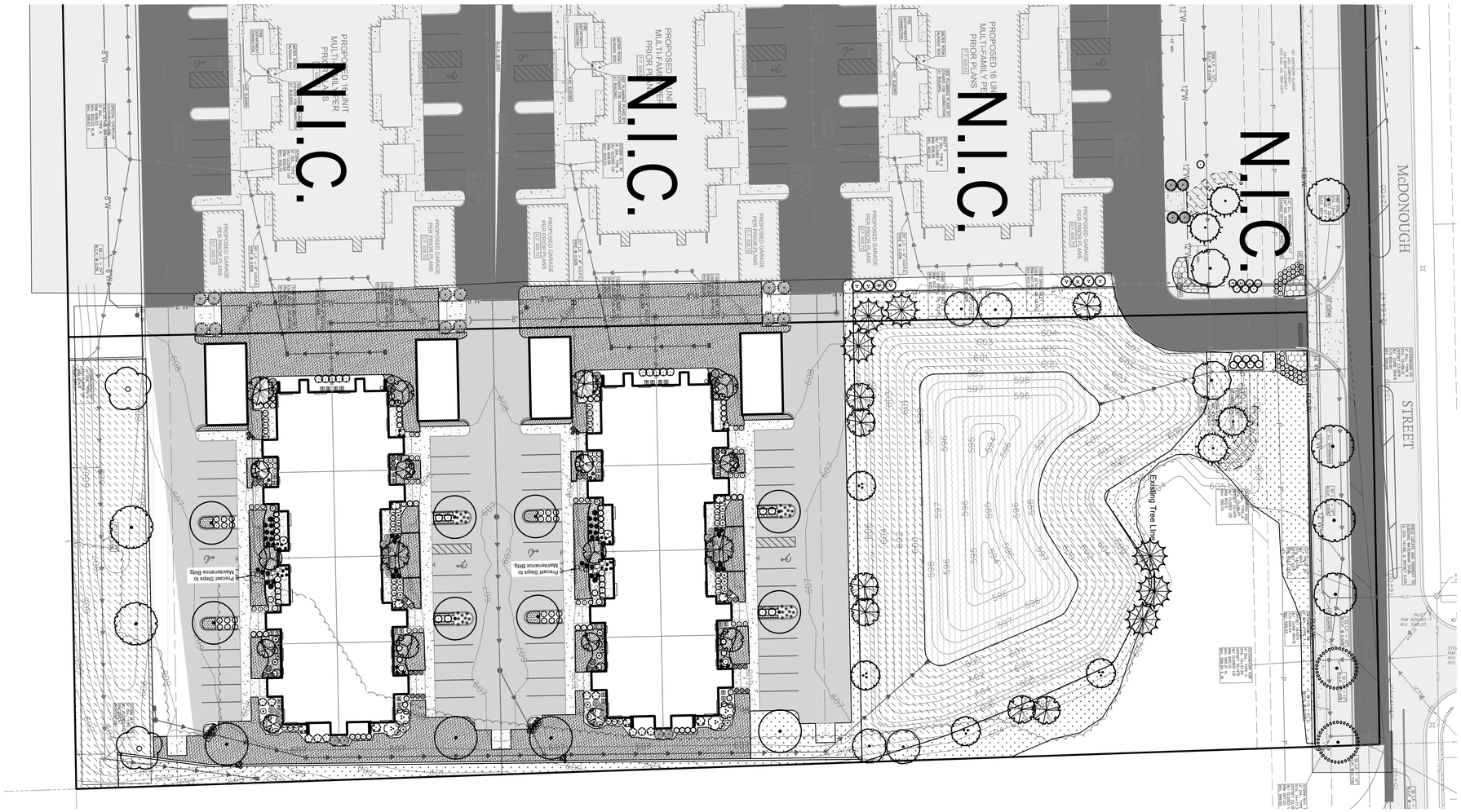
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TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
STORM WATER MANAGEMENT AREA LANDSCAPE PLAN

DRAWING No.
315-0950-L3 Unit 2 LS Plans
SCALE:
AS NOTED
SHEET L1.02

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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000



PLANT SCHEDULE UNIT 2 SEED / SOD PLAN

SOD/SEED	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	TUR SEE	4,617 sf	Turf Seed / See Specifications	seed (sq.ft.)	
	TUR NTO	8,475 sf	Turf Seed Low Maintenance Turf Mix / Low Maintenance Turf Mix 20% Creeping Red Fescue, 20% Interm. Ryegrass, 20% Hard Fescue, 30% Bluegrass-min 2 varieties, 10% Perennial Ryegrass. Rate: 4.5 lbs/1,000 sf.	seed	
	SOD	17,668 sf	Turf Sod / Min 3 varieties Bluegrass	sod (sq.ft.)	

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
CONTACT J.U.L.I.E. at 811 or 800-892-0123
48 Hours (2 Working Days) BEFORE YOU DIG.
Include the following:
County, City/Township, Section & ¼ Section No.

REVISIONS

No.	DATE	DESCRIPTION	BY
0	3-3-2023	Landscape Plans Created	ech

DOCUMENTATION:
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DATE: 2-06-2023
FIELD BOOK: 20012161.00 20021854.00 TIMBR RIDGE 20140139
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CHECKED BY: J.H.

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PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
OVERALL SEED / SOD LANDSCAPE PLAN

DRAWING No.: 315-0950-L3 Unit 2 LS Plans
SCALE: AS NOTED
SHEET L1.03

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Part of P.I.N.: 05-06-15-302-009-0000
Part of P.I.N.: 05-06-15-302-010-0000

LANDSCAPE SPECIFICATIONS

A. GENERAL

1. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING AND VERIFY SITE CONDITIONS AND INFORMATION ON DRAWINGS. PROMPTLY REPORT ANY CONCEALED CONDITIONS, DISCREPANCIES, OR DEVIATIONS FROM THE INFORMATION SHOWN IN THE CONTRACT DOCUMENTS. THE OWNER IS NOT RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEANUP OF ALL TRASH AND DEBRIS FROM HIS WORK.
3. CONTRACTOR SHALL SECURE AND PAY FOR PERMITS, FEES AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK. CONTRACTOR SHALL COMPLY WITH APPLICABLE LOCAL CODES AND LANDSCAPE DESIGN STANDARDS IN THE PERFORMANCE OF THE WORK.
4. LANDSCAPE CONTRACTOR SHALL SUBMIT CERTIFICATES OF INSURANCE FOR WORKMAN'S COMPENSATION AND GENERAL LIABILITY.
5. MINOR ADJUSTMENTS TO PLANT LOCATIONS MAY BE NECESSARY DUE TO FIELD CONDITIONS, FINAL GRADING, AND UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE OWNER IF MAJOR ADJUSTMENTS ARE REQUIRED.
6. NO SUBSTITUTIONS IN TYPE OR SIZE WILL BE ACCEPTED WITHOUT WRITTEN APPROVAL FROM OWNER'S REPRESENTATIVE. PLANTS NOT CONFORMING TO PLANT LIST SHALL NOT BE ACCEPTED WITHOUT WRITTEN APPROVAL AND MAY BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. ALL LANDSCAPE WORK SHALL BE IN ACCORDANCE TO STANDARDS ESTABLISHED FOR LANDSCAPE CONSTRUCTION AND PLANTING IN THE ILLINOIS STANDARDIZED LANDSCAPE SPECIFICATIONS (ASLA), AMERICAN ASSOCIATION OF NURSERYMAN, AND LOCAL LANDSCAPE ORDINANCES.
8. CONTRACTOR SHALL PROVIDE UNIT PRICING FOR ALL MATERIALS UNLESS STATED OTHERWISE BY BID DOCUMENTS.

B. SITE PREPARATION

1. FINE GRADE LANDSCAPE AREAS TO SMOOTH, FREE DRAINING, EVEN SURFACE, FREE OF LARGE STONES, DEBRIS, AND DEPRESSIONS.
2. SITE FOR SEEDING TO HAVE A MINIMUM OF 6" OF TOPSOIL APPLIED BEFORE SEEDING.
3. AREAS OF WEED GROWTH SHALL BE HERBICIDED AND REMOVED OR TILLED, RAKED AND REMOVED PRIOR TO SEEDING.
4. NO SEEDING SHALL START UNTIL FINAL GRADES HAVE BEEN APPROVED BY THE OWNER. SEEDING DONE WITHOUT GRADE APPROVAL MAY RESULT IN AREAS BEING RESEEDED AT CONTRACTOR'S EXPENSE.
5. PLANTING AREAS CREATED WITHIN EXISTING PARKING LOTS SHALL BE EXCAVATED A MINIMUM OF 3 FEET BELOW PAVEMENT SURFACE. EXCAVATED MATERIAL SHALL BE REMOVED AND NOT MIXED WITH PLANTING MIX. PROVIDE UNDERDRAINAGE AS NECESSARY OR AS SHOWN ON PLANS AND DETAILS.

C. PLANTINGS AND TOPSOIL

1. PLANTING MIX FOR TREES AND SHRUBS SHALL CONSIST OF 60% ACCEPTABLE, ORGANIC TOPSOIL AND 40% MUSHROOM COMPOST, OR OTHER MEDIUM APPROVED BY OWNER.
2. ALL PLANTS SHALL BE NURSERY GROWN WITH SHAPES AND DIMENSIONS IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK. ALL PLANTS SHALL HAVE PLANT TAGS AT TIME OF INSTALLATION.
3. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH. THEY SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, SHALL BE FREE OF DISEASE AND INSECT PESTS, EGGS OR LARVAE, AND SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS.
4. BALLED AND BURLAPPED PLANTS SHALL BE DUG WITH FIRM NATURAL BALLS OF EARTH, OF DIAMETER AND DEPTH TO INCLUDE MOST OF THE FIBROUS ROOTS. CONTAINER GROWN STOCK SHALL HAVE BEEN GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SOIL TOGETHER FIRM AND WHOLE. NO PLANTS SHALL BE LOOSE IN THE CONTAINER.
5. ROOT BALLS OF ALL PLANTS SHALL BE ADEQUATELY PROTECTED AT ALL TIMES FROM SUN AND DRYING WINDS OR FROST. PLANTS WITH BROKEN ROOT BALLS OR EXCESSIVE DAMAGE TO THE CROWN SHALL BE REPLACED PRIOR TO PLANTING. THE TOP 1/3 OF BURLAP SHALL BE PULLED BACK AT PLANTING TIME AND ALL TWINES AROUND TREE TRUNKS SHALL BE CUT AND REMOVED.
6. SHRUB, PERENNIAL AND GROUND COVER MASSES SHALL BE PLACED IN PLANTING BEDS PREPARED TO INCLUDE 10-10-10 FERTILIZER TO PLANTING SOIL AT THE RATE OF 1/2 POUND PER CUBIC YARD OF PLANTING SOIL. A PRE-EMERGENCE HERBICIDE SHALL BE APPLIED TO THE PLANTING BED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. PLANTING BEDS SHALL BE MULCHED WITH GROUND HARDWOOD MULCH, MINIMUM 3" THICK.
7. SHRUB BEDS AND TREES SHALL BE MULCHED WITH HARDWOOD MULCH AS NOTED.
8. DO NOT LOCATE PLANTS WITHIN 10 FEET OF FIRE HYDRANTS, TRANSFORMERS, OR OTHER ABOVE GROUND UTILITIES UNLESS NOTED OTHERWISE ON THE DRAWINGS.
9. ALL BED LINES AND TREE SAUCERS SHALL REQUIRE A HAND-SPADED EDGE BETWEEN LAWN AND MULCHED AREAS UNLESS NOTED OTHERWISE.
10. NO BARE ROOT PLANT MATERIAL ALLOWED, UNLESS APPROVED IN WRITING FROM THE OWNER.

D. FERTILIZER AND AMENDMENTS

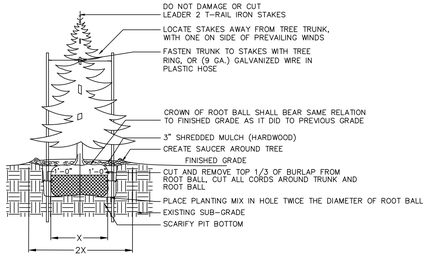
1. DURING SITE PREPARATION AND PRIOR TO SEEDING, APPLY A GRANULAR, NON-BURNING FERTILIZER OF NOT LESS THAN 50% ORGANIC SLOW RELEASE PRODUCT AT A RATE OF 8 LBS. PER 1,000 SQUARE FEET.
2. STARTER FERTILIZER SHALL HAVE AN APPROXIMATE ANALYSIS OF 6:24:24 OR SIMILAR APPROVED COMPOSITION.
3. APPLY FERTILIZER BY MECHANICAL MEANS THOROUGHLY AND EVENLY DISTRIBUTED WITH SOIL BY DISKING, TO A DEPTH OF 3".
4. CONTRACTOR SHALL APPLY A PRE-EMERGENT HERBICIDE TO ALL PLANTING BEDS BEFORE APPLICATION OF MULCH.

E. TURF

1. GRASS SEED SHALL BE CLEAN, CERTIFIED SEED FREE OF NOXIOUS WEEDS AND MIXED TO THE APPROPRIATE PROPORTIONS BY WEIGHT ACCORDING TO PERCENT BY SPECIES INDICATED.
2. SEED AND SOD CERTIFICATION TAGS SHALL BE PROVIDED TO THE OWNER FOR APPROVAL PRIOR TO INSTALLING. CONTRACTOR SHALL SUBMIT SOD GROWER'S CERTIFICATION OF GRASS SPECIES AND IDENTIFY LOCATION.
3. TURF SEED MIX, UNLESS SPECIFIED OTHERWISE ON THE PLANS, SHALL CONSIST OF THE FOLLOWING SPECIES PROPORTIONED BY WEIGHT AS FOLLOWS: 40% KENTUCKY BLUEGRASS (MIN 3 VARIETIES), 25% CREEPING RED FESCUE (DAWSON), 15% TURF-TYPE PERENNIAL RYEGRASS, 20% HARD FESCUE (WARWICK).
4. SEED SHALL BE APPLIED AT A RATE OF 5 LBS. PER 1,000 SQUARE FEET, UNLESS NOTED OTHERWISE.
5. APPLY SEED WITH A ROTARY OR DROP-TYPE DISTRIBUTOR. OR MECHANICAL SLIT-SEEDER. INSTALL SEED EVENLY BY SOWING EQUAL QUANTITIES IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER. AFTER SEEDING, RAKE SOIL SURFACE LIGHTLY TO INCORPORATE SEED INTO SURFACE. ROLL WITH LIGHT LAWN ROLLER.
6. WITHIN 24 HOURS SEEDED AREAS SHALL BE MULCHED WITH PELLETIZED STRAW MULCH (100 LBS/1,000 SF.), MULCH BLANKETS, OR HYDRO MULCH AT THE RATE OF 1,500 LBS/ACRE. IF STRAW MULCH IS USED, IT SHALL BE SPREAD UNIFORMLY AT 2.5 TONS PER ACRE, AND CRIMPED INTO SOIL. ON SLOPES OF 5:1 OR STEEPER, LANDSCAPE MULCH BLANKETS SHALL BE USED.
7. NATIVE SEED, IF SPECIFIED, SHALL BE INSTALLED WITH A COVER CROP PER SEED VENDOR RECOMMENDATIONS. NATIVE SEED AREAS SHALL NOT REQUIRE FERTILIZER.
8. SOD SHALL BE A CERTIFIED TURF GRASS CONTAINING A MINIMUM OF THREE VARIETIES OF BLUEGRASS, UNLESS NOTED DIFFERENTLY ON THE PLANS AND CUT AT A UNIFORM THICKNESS OF ¾". INSTALL SOD WITHIN 48 HOURS OF CUTTING FROM NURSERY. SOD SHALL BE MINERAL BASE ONLY. SOD SHALL BE ROLLED AND STAKED ON SLOPES.

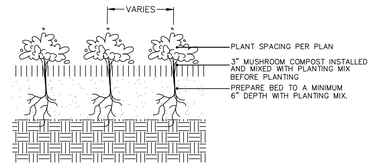
F. MAINTENANCE - WARRANTY

1. MAINTENANCE PERIOD BEGINS AFTER EACH AREA IS PLANTED AND CONTINUES UNTIL PLANTINGS ARE ACCEPTABLY HEALTHY AND WELL-ESTABLISHED, BUT NOT FOR LESS THAN THE TYPICAL MAINTENANCE PERIODS NOTED BELOW:
   a. TREES/SHRUBS: MINIMUM 12 MONTHS
   b. PERENNIALS/GROUNDCOVERS: MINIMUM 3 MONTHS
   c. SEEDED AREAS: MINIMUM 3 MONTHS (BEGINNING AFTER FIRST MOWING-2.5" HEIGHT)
2. MAINTENANCE SHALL INCLUDE PRUNIING, CULTIVATING, WATERING, WEEDING, FERTILZING, ADJUSTING, REPAIRING, AND SPRAYING TO KEEP PLANTS FREE OF INSECTS AND DISEASE AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SEEDED AREAS SHALL BE WATERED AT A RATE MEETING A MINIMUM OF 1" PER WEEK DURING ESTABLISHMENT, AND THROUGHOUT THE MAINTENANCE PERIOD UNTIL FINAL ACCEPTANCE. WATERING OF TREES AND SHRUBS SHALL CONSIST OF A THOROUGH SOAKING EVERY 18 DAYS AT MINIMUM, BETWEEN APRIL 15 AND NOVEMBER 15, UNLESS CONDITIONS REQUIRE MORE OR LESS FREQUENT WATERING.
3. PLANT MATERIAL SHALL BE WARRANTED AGAINST DEATH AND UNSATISFACTORY GROWTH FROM THE DATE OF SUBSTANTIAL COMPLETION AT 100% OF INSTALLED PRICE AS FOLLOWS:
   a. TREES AND SHRUBS: 12 MONTHS
   b. PERENNIALS/GROUNDCOVES: 3 MONTHS
   c. SEEDED AREAS: 3 MONTHS
4. PLANT MATERIAL INSTALLED IN THE FALL (SEPTEMBER OR LATER) SHALL HAVE MAINTENANCE AND WARRANTY POSTPONED TO SPRING SEASON.
5. LAWN/ SEEDED AREAS SHALL BE ACCEPTED PROVIDED AT THE END OF THE MAINTENANCE PERIOD A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS, DEBRIS, AND SURFACE IRREGULARITIES WITH COVERAGE EXCEEDING 90% OVER ANY 10 SQUARE FEET AREA AND BARE SPOTS NOT EXCEEDING 5" X 5". AREAS NOT MEETING THIS CRITERIA SHALL BE RE-SEEDED AT CONTRACTOR'S EXPENSE.
6. ANY NECESSARY MEANS TO MEET THE ABOVE CRITERIA IS TO BE INCLUDED IN THE COST OF INSTALLATION. WATERING FOR SEASONAL PLANTING TIMES ARE INCIDENTAL TO THE CONTRACT.
7. ANY PLANT MATERIAL FOUND TO BE DEFECTIVE SHALL BE REMOVED AND REPLACED WITHIN 30 DAYS OF NOTIFICATION OR IN GROWTH SEASON DETERMINED TO BE BEST FOR PLANT.



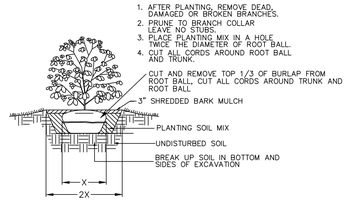
1 CONIFEROUS TREE DETAIL

SCALE: NOT TO SCALE



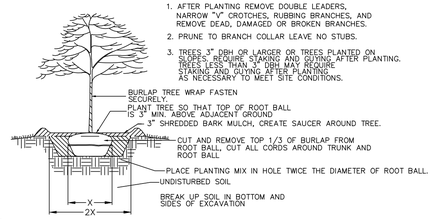
2 ANNUAL, PERENNIAL & GROUND COVER DETAIL

SCALE: NOT TO SCALE



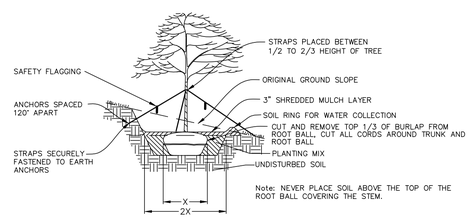
3 SHRUB PLANTING DETAIL

SCALE: NOT TO SCALE



4 TREE PLANTING DETAIL

SCALE: NOT TO SCALE



5 SLOPE PLANTING DETAIL

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
CONTACT J.U.L.I.E. at 811 or 800-892-0123
48 Hours (2 Working Days) BEFORE YOU DIG.
Include the following:
County, City/Township, Section & ¼ Section No.

REVISIONS

No.	DATE	DESCRIPTION	BY
0	3-3-2023	Landscape Plans Created	ech

No.	DATE	DESCRIPTION	BY

DOCUMENTATION:
PROJECT No.: 20150950.00
DATE: 2-06-2023
FIELD BOOK: 20012161.00 20021854.00 TIMBR RIDGE 20140139
DRAWN BY: ech
CHECKED BY: J.H.

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

PROJECT TITLE:
TIMBER POINTE
UNIT 2 LANDSCAPE PLANS
McDONOUGH STREET
JOLIET, ILLINOIS

DRAWING TITLE:
LANDSCAPE SPECIFICATIONS AND PLANTING DETAILS

DRAWING No.
315-0950-L3 Unit 2 LS Plans

SCALE:
AS NOTED

SHEET L2.00

N:\Tmpr20150950\landscape\ Jan Sets\3 - Landscape Plans - Timber Pointe Unit 2200 LS Specs and Details.dwg, Layout1, 3/9/2023 5:04:22 PM, ehawkinson

PARK DISTRICT CONTRIBUTION AGREEMENT
For Timber Pointe Townhome Development
Joliet Park District – Tallgrass Estates, LLC

THIS AGREEMENT ("Agreement") is made this 16 day of February, 2021 ("Effective Date") by and between the Joliet Park District, 3000 W. Jefferson Street, Joliet Illinois 60435 ("District") and Tallgrass Estates, LLC, 1230 W. Jefferson Street, Shorewood Illinois 60404 ("Developer").

In consideration of the mutual covenants hereinafter set forth and Developer's desire to promote recreational opportunities within the District, it is hereby agreed by and between Developer and District as follows:

1. Developer is owner of record of the real estate legally described in Exhibit "A" attached hereto ("Property") and plans to develop a multi-family Townhouse project on the Property to be known as Timber Pointe ("Project").

2. When completed, the Project will consist of 120 townhouse units ("Units") in eight buildings on three lots, consisting of 20.3 acres. Six of the eight buildings will house 16 Units (defined herein as the "**A Buildings**") and two of the buildings will house 12 Units (defined herein as the "**B Buildings**") All of the 120 Units will have two-bedrooms.

3. Developer recognizes and agrees that development of the Property will result in a financial impact to the District.

4. It is the intention of Developer and District to provide for a cash donation by Developer on the terms set forth herein in lieu of any land contribution required for the Project by City of Joliet ("City").

5. Developer agrees that Developer has voluntarily entered into this Agreement, the payments to be made to the District under the terms of this Agreement are voluntary, and that Developer releases District from any claims related to these contributions and/or impact fees required by the City for this Project.

6. As and for its Developer Contribution, Developer shall pay the sum of $185,000 based upon the Project as described above and the understanding and agreement of the Parties ("Developer Contribution").

7. Developer shall pay the full Developer Contribution to the District as described in Section 6 of this Agreement in eight installments, one installment each prior the City's issuance of a building permit or other authorization to commence work ("Permit") on each of the eight buildings to be constructed for the Project. Developer shall pay the District the sum of $24,666.56 prior to the City's issuance of any Permit for each of the six **A Buildings**. Developer shall pay the District the sum of $18,499.92 prior to the issuance of any Permit for each of the two **B Buildings**.

8. The District agrees to accept the voluntary Developer Contribution in full settlement and satisfaction of any and all contributions and/or donations of land or cash in lieu thereof as required by the City.

9. The District and Developer agree that all monies contributed as Developer's Contribution may be used by the District to offset any and all expenditures related to public recreation.

10. The Developer agrees to increase its donation under this Agreement if the number of housing units as detailed in this Agreement are increased.

11. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall be deemed to be a covenant running with the land. District in its sole discretion and at its sole cost may record this Agreement against the Property in the office of the Will County Recorder of Deeds.

12. Developer waives any and all challenges to its payment of the Developer Contribution to the District as described in this Agreement and further releases the District from any and all liability, damages, expense or claims related to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals upon the dates indicated below.

JOLIET PARK DISTRICT

By: Sue Gulas, Sue Gulas
Title: President
Date: 2/22/2021

ATTEST:
By: Brad Staab, Brad Staab
Title: Secretary
Date: 2/22/2021

TALLGRASS ESTATES, LLC

By: [signature]
Title: Edward Martin Mgr
Date: 2-10-2021

ATTEST:
By: [signature]
Title: Operations
Date: 2-10-21

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, March 16, 2023

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
John Dillon
Jason Heath
John Kella
Roberto Perez
Brigette Roehr
Marc Rousonelos
Bob Wunderlich

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

CALL TO ORDER

ROLL CALL

Present John Kella, Jason Cox, Jeff Crompton, Brigette Roehr, Marc Rousonelos, Bob Wunderlich and Jason Heath

Absent John Dillon and Roberto Perez

APPROVAL OF MINUTES

TMP-5399

Attachments: 021623

A motion was made by Jason Cox, seconded by Jeff Crompton, to approve the Plan Commission Minutes from February 16, 2023. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

Abstain: Roehr

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

Mr. Jim Capparelli, City Manager, appeared regarding the Annexation of 28.97 Acres at 1 Industry Avenue. Mr. Capparelli gave some background information about the recycling business and said it will be a great project for the City of Joliet.

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.

None.

OLD BUSINESS

None.

NEW BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

A-1-23: ANNEXATION OF 8.81 ACRES LOCATED AT 18204 N.W. FRONTAGE ROAD, CLASSIFICATION TO I-1 (LIGHT INDUSTRIAL) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.
P-4-23: PRELIMINARY PLAT OF IMPERIAL SITE LLC SUBDIVISION.
FP-4-23: FINAL PLAT OF IMPERIAL SITE LLC SUBDIVISION.
Z-1-23: RECLASSIFICATION OF 8.85 ACRES LOCATED AT 1603 N.W. FRONTAGE ROAD FROM B-3 (GENERAL BUSINESS) TO I-1 (LIGHT INDUSTRIAL) ZONING.

TMP-5392

Attachments: 1603 NW Frontage Road_Imperial Site_PC Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. David Silverman, Attorney, appeared on behalf of the petition.

Commissioner Wunderlich inquired why they would like to be annexed into Joliet as opposed to remaining in the County. Mr. Torri responded.

No one appeared in opposition to the petition.

A motion was made by Jason Cox, seconded by Jeff Crompton, to recommend for approval by the City Council the Annexation of 8.81 Acres located at 18204 N.W. Frontage Road, Classification to I-1 (Light Industrial) Zoning and Approval of an Annexation Agreement, the Preliminary Plat of Imperial Site LLC Subdivision, the Final Plat of Imperial Site LLC Subdivision, and the Reclassification of 8.85 Acres located at 1603 N.W. Frontage Road from B-3 (General Business) to I-1 (Light Industrial) Zoning. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

PUD-4-23: PRELIMINARY PLANNED UNIT DEVELOPMENT OF TIMBER POINTE UNIT 2 SUBDIVISION.
PUD-5-23: FINAL PLANNED UNIT DEVELOPMENT OF TIMBER POINTE UNIT 2 SUBDIVISION.

TMP-5384

Attachments: PUD-4-23 PUD-5-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Joe Hammer, Ruettiger, Tonelli & Associates, appeared on behalf of the petition.

Commissioner Wunderlich had a few questions. Mr. Hammer responded.

No one appeared in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Jason Cox, to recommend for approval by the City Council the Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision and the Final Planned Unit Development of Timber Pointe Unit 2 Subdivision. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

A-2-23: ANNEXATION OF 28.97 ACRES AT 1 INDUSTRY AVENUE, CLASSIFICATION TO I-2 (GENERAL INDUSTRIAL) ZONING AND APPROVAL OF AN ANNEXATION AGREEMENT.

TMP-5390

Attachments: A-2-23 (1 Industry Avenue) Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Gary Davidson, 2 N. Infantry Drive, appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Bob Wunderlich, seconded by Marc Rousonelos, to recommend for approval by the City Council the Annexation of 28.97 Acres at 1 Industry Avenue, Classification to I-2 (General Industrial) Zoning and Approval of an Annexation Agreement. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

NEW BUSINESS

V-2-23: VACATION OF A PORTION OF SEWER AND RIGHT-OF-WAY EASEMENT IN THE ROCK RUN CROSSINGS SUBDIVISION.

TMP-5405

Attachments: V-2-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Torri appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Jason Cox, seconded by Jason Heath, to recommend for approval by the City Council the Vacation of a Portion of Sewer and Right-of-Way Easement in the Rock Run Crossings Subdivision. The motion carried by the following vote:

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

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

Please see all public comments at the following link and then select "Meeting Details" for the meeting held on March 16, 2023.

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

ADJOURNMENT

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

Aye: Kella, Cox, Crompton, Roehr, Rousonelos, Wunderlich and Heath

Absent: Dillon and Perez

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: 187-23

File ID: 187-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: **Final Action:**

Title: Ordinance Approving a Preliminary Planned Unit Development of Timber Pointe Unit 2 Subdivision (PUD-4-23)

Agenda Date: 04/18/2023

Attachments: Ordinance - Preliminary PUD Timber Pointe Unit 2, Preliminary PUD Plat - Timber Pointe Unit 2, Plan Commission Staff Report Packet, Architectural Plans and Elevations, Architectural Rendering, Landscape Plans - Timber Pointe Unit 2, Original Park District Agreement for Timber Pointe Subdivision 2_10_21, Plan Commission minutes 03_16_23

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Jim Torri	Approve	4/12/2023
1	2	4/10/2023	Eva-Marie Tropper	Approve	4/12/2023
1	3	4/10/2023	Sabrina Spano	Approve	4/12/2023
1	4	4/10/2023	James V. Capparelli	Approve	4/12/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 188-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2023 Fiscal Year (2022 projects completed in 2023).

BACKGROUND:
The City of Joliet adopted the 2023 Budget on December 6, 2022. During the budget process, there are projects and capital purchases that span multiple fiscal years. When this occurs, staff uses its best efforts to estimate how much will be spent in each year. This amendment is to move unspent funds for specific projects/purchases from the 2022 fiscal year to the 2023 fiscal year budget

RECOMMENDATION:
It is recommended that City Council approve this ordinance.

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ORDINANCE NO.

ORDINANCE AUTHORIZING AN AMENDMENT TO THE ANNUAL BUDGET OF THE CITY OF JOLIET FOR THE 2023 FISCAL YEAR (2022 Projects Completed in 2023)

WHEREAS, the City of Joliet, Illinois (the "City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City of Joliet adopted Ordinance No. 18437 on December 6, 2022 adopting an annual budget for the fiscal year commencing on January 1, 2023 and ending on December 31, 2023; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the City of Joliet may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and**,**

WHEREAS, funds are available to effectuate the purpose of this revision.

WHEREAS, the City of Joliet is a home rule unit of local government.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances with respect to the City of Joliet's 2023 Budget are hereby approved.

SECTION 2: 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 3: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2023

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

Amendment Summary

Fund	Org	Object	2023 Budget Amendement Amount
100-General Fund			
	09027000		
		523300	$20,592.95
		524200	$5,024.50
	09028000		
		536104	$60,717.40
	09029000		
		524200	$150,000.00
		524300	$15,400.26
		536107	$5,304.54
100-General Fund Total			**$257,039.65**
221- Special Revenue			
	22160020		
		557500	$178,650.00
221- Special Revenue Total			**$178,650.00**
230- City Center SSA			
	23020240		
		523300	$16,168.39
230- City Center SSA Total			**$16,168.39**
250- City Center TIF			
	25020240		
		523300	$24,488.50
250- City Center TIF Total			**$24,488.50**

501-Utilities Capital			
	50180370		
		557200	$750,000.00
	50180012		
		557200	$631,766.00
	50180020		
		557200	$138,136.00
	50180310		
		557500	$16,249.00
	50180320		
		557200	$493,495.00
		557500	$500,000.00
	50180803		
		557200	$425,000.00
501-Utilities Capital Total			**$2,954,646.00**
511-ESTP Phosphorus			
	51180000		
		557200	$5,500.00
511-ESTP Phosphorus Total			**$5,500.00**
518-Fairmount WM			
	51880000		
		557200	$801,000.00
518-Fairmount WM Total			**$801,000.00**
520- Parking Capital			
	52090020		
		523300	$74,754.00
520- Parking Capital Total			**$74,754.00**
200-Motor Fuel Tax			
	20090270		
		557200	$5,102,473.50
200-Motor Fuel Tax Total			**$5,102,473.50**
220-Grants & Special Revenue			
	22090270		
		557200	$19,948,459.78
220-Grants & Special Revenue Total			**$19,948,459.78**
255- Rock Run Crossings TIF			
	25520240		
		557200	$29,660,148.87
255- Rock Run Crossings TIF Total			**$29,660,148.87**

Amendment Summary

300- Capital Projects			
	30010160		
		557500	$1,549,000.00
	30020010		
		557200	$1,145,423.40
		557300	$1,601,355.68
	30070020		
		557500	$820,000.00
	30090270		
		557200	$1,814,849.88
		557500	$4,199,457.48
	30090290		
		557500	$112,270.00
300- Capital Projects Total			**$11,242,356.44**
301-Vehicle Replacement			
	30100000		
		557500	$2,789,000.00
301-Vehicle Replacement Total			**$2,789,000.00**
538-Water Main Replacements			
	53880000		
		557200	$2,327,600.00
538-Water Main Replacements Total			**$2,327,600.00**
Grand Total			**$75,382,285.13**

Amendment Detail

Fund2	Org	Object	Project name	Budget Amendement Amount
300- Capital Projects	30090270	557200	Houbolt Road (US 6 - I-80) Phase III Engineering	$1,787,321.20
100-General Fund	09027000	523300	WOODLAND DR - PHASE III	$6,900.00
100-General Fund	09027000	523300	NorthPoint TIS Review Services	$13,692.95
100-General Fund	09027000	524200	2022 Sidewalk/ Curb Replacement- Central Area	$5,024.50
100-General Fund	09028000	536104	2022 Traffic Signal Materials PO	$31,573.00
100-General Fund	09028000	536104	Electrical Materials PO	$16,334.40
100-General Fund	09028000	536104	Electrical Materials PO	$12,810.00
100-General Fund	09029000	524200	2022 Tree Trimming	$150,000.00
100-General Fund	09029000	524300	2022 Electrical Maintenance Assistance Contract	$15,400.26
100-General Fund	09029000	536107	2022 Sidewalk/ Curb Replacement-East Area	$124.46
100-General Fund	09029000	536107	2022 Sidewalk/ Curb Replacement- Central Area	$20.80
100-General Fund	09029000	536107	2022 Sidewalk/ Curb Replacement- Far West Area	$5,159.28
200-Motor Fuel Tax	20090270	557200	EMERALD @ 53 - PHASE III ENGINEERING	$134,651.33
200-Motor Fuel Tax	20090270	557200	Charity/ Helen Roadway Project- MFT Sect. No. 21-00537-00-FP	$41,535.04
200-Motor Fuel Tax	20090270	557200	DEKALB ST/ DORA AVE ROADWAY PROJECT- MFT SECT NO. 22-00549-00-FP	$331,986.00
200-Motor Fuel Tax	20090270	557200	EASTERN AVE/ WSHINGTON ST. ROADWAY Project- MFT SECT. NO. 21-00535-00-FP	$387,661.16
200-Motor Fuel Tax	20090270	557200	CHICAGO STREET - PHASE I	$74,346.58
200-Motor Fuel Tax	20090270	557200	CHICAGO STREET - PHASE II	$304,248.08
200-Motor Fuel Tax	20090270	557200	CURTIS AVE (RAYNOR - WILCOX)	$10,746.35
200-Motor Fuel Tax	20090270	557200	HARWOOD ST (STERLING - CASS)	$84,368.69
200-Motor Fuel Tax	20090270	557200	HELEN AVE (CHARITY - MILLS)	$252,073.96
200-Motor Fuel Tax	20090270	557200	WALSH AVE (DOUGLAS - TAYLOR)	$251,091.66
200-Motor Fuel Tax	20090270	557200	CTMS Project - Phase I/II/III Engineering	$276,026.87
200-Motor Fuel Tax	20090270	557200	CTMS Project - Construction	$635,603.00
200-Motor Fuel Tax	20090270	557200	EMERALD @ 53 - CONSTRUCTION	$2,318,134.78
220-Grants & Special Revenue	22090270	557200	Houbolt Road (US 6 - I-80) Construction	$19,547,650.00
220-Grants & Special Revenue	22090270	557200	Houbolt Road (US 6- I-80) Program Management	$400,809.78
221- Special Revenue	22160020	557500	Undercover Drug Enforcement (CM416-22)	$140,000.00
221- Special Revenue	22160020	557500	Upfit for Drug Van	$38,650.00
230- City Center SSA	23020240	523300	Professional Services	$16,168.39
250- City Center TIF	25020240	523300	Professional Services	$24,488.50
255- Rock Run Crossings TIF	25520240	557200	OLYMPIC TREE REMOVAL - PHASE III	$16,913.00
255- Rock Run Crossings TIF	25520240	557200	OLYMPIC TREE REMOVAL	$49,677.00
255- Rock Run Crossings TIF	25520240	557200	OLYMPIC BLVD IMPROVEMENTS - PHASE III	$2,079,768.00
255- Rock Run Crossings TIF	25520240	557200	OLYMPIC BLVD IMPROVEMENTS (BRIDGE)	$13,250,500.00
255- Rock Run Crossings TIF	25520240	557200	OLYMPIC BLVD TO HOUBOLT	$14,000,000.00
255- Rock Run Crossings TIF	25520240	557200	OLYMPIC BRIDGE DESIGN PHASE II	$263,290.87
300- Capital Projects	30010160	557500	Graffiti Van	$50,000.00
300- Capital Projects	30010160	557500	Executive Vehicle	$100,000.00
300- Capital Projects	30010160	557500	Police Vehicle Replacement	$1,375,000.00
300- Capital Projects	30010160	557500	Wing Plow Installation	$24,000.00
300- Capital Projects	30020010	557200	CITY SQUARE DESIGN	$1,145,423.40
300- Capital Projects	30020010	557300	JMMRTC BUS STATION	$1,601,355.68
300- Capital Projects	30070020	557500	Purchase of 2 Ambulance	$700,000.00
300- Capital Projects	30070020	557500	Purchase 2 Battalion Chief vehicles	$120,000.00
300- Capital Projects	30090270	557200	2022 Sidewalk/ Curb Replacement-East Area	$27,528.68

Amendment Detail

Fund2	Org	Object	Project name	Budget Amendement Amount
300- Capital Projects	30090270	557500	2022 Sidewalk/ Curb Replacement- Far West Area	$139,518.48
300- Capital Projects	30090270	557500	2022 Annual Resurfacing	$4,059,939.00
300- Capital Projects	30090290	557500	Salt Dome Replacement (Cedarwood)	$112,270.00
301-Vehicle Replacement	30100000	557500	3 Large Dump Trucks	$675,000.00
301-Vehicle Replacement	30100000	557500	2 Fleet Service Body	$105,000.00
301-Vehicle Replacement	30100000	557500	5 Roadways Pick-ups	$175,000.00
301-Vehicle Replacement	30100000	557500	1 Fleet Pick-up	$70,000.00
301-Vehicle Replacement	30100000	557500	3 Dumps	$264,000.00
301-Vehicle Replacement	30100000	557500	Platform Apparatus	$1,500,000.00
501-Utilities Capital	50180012	557200	Water Distribution - Houbolt	$631,766
501-Utilities Capital	50180020	557200	Sewer Collection - Houbolt	$138,136
501-Utilities Capital	50180310	557500	Equipment	$16,249
501-Utilities Capital	50180320	557200	Small Meter Replacement Program	$493,495
501-Utilities Capital	50180320	557500	Small Meter Replacement Program	$500,000
501-Utilities Capital	50180370	557200	Fairmont W&S Improvements (County CDBG)	$750,000.00
501-Utilities Capital	50180803	557200	Westside WWTP	$425,000
511-ESTP Phosphorus	51180000	557200	ESTP Phosphorus	$5,500.00
518-Fairmount WM	51880000	557200	Sanitary Sewer Rehabilitation	$801,000.00
520- Parking Capital	52090020	523300	Parking Assessment	$74,754.00
538-Water Main Replacements	53880000	557200	Water Main Replacement (IEPA loan)	$2,327,600

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 188-23

File ID: 188-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: **Final Action:**

Title: Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2023 Fiscal Year (2022 projects completed in 2023).

Agenda Date: 04/18/2023

Attachments: Ordinance Authorizing Amendment to Annual Budget, Amendment Summary

Entered by: rgatson@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	4/11/2023	Kevin Sing	Approve	4/13/2023
2	2	4/11/2023	Sabrina Spano	Approve	4/13/2023
2	3	4/12/2023	James V. Capparelli	Approve	4/14/2023

Memo

File #: 189-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Approving a Water Supply Agreement with the City of Chicago and Agreements for Easements and Rights of Access with the City of Chicago and the Chicago Park District for the Placement of the Chicago Connection Facilities at the Southwest Pumping Station and Durkin Park Sites and Payments and Other Actions for the Implementation of the Agreements

BACKGROUND:
The City of Joliet'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. This is a regional problem. Groundwater modeling conducted by the Illinois State Water Survey indicates that the deep groundwater wells in Joliet and neighboring communities will someday be depleted to the point of no longer being able to supply the region's future water needs. Knowing this, the City of Joliet 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.

The Alternative Water Source Study began in July of 2018 and was completed in two phases. Fourteen alternatives were evaluated in the Phase I Study. These fourteen alternatives covered the full range of possible water sources including groundwater, rivers and Lake Michigan. The Phase I Study was completed in January 2019 and recommended five alternatives for further evaluation as feasible alternative water sources. The Phase II Study took a more in depth look at the five alternatives in order to determine the improvements that would be required to implement each alternative. The Phase II alternatives included Illinois River, Kankakee River, Lake Michigan Water - Chicago Department of Water Management, Lake Michigan Water - DuPage Water Commission and Lake Michigan Water - New Indiana Intake. The Phase II Study evaluated the alternatives based on cost, raw water quality, sustainability/water quantity, implementation risk, operation & maintenance, and control (governance).

On January 7, 2020, the City Council approved Resolution No. 7489 which selected Lake Michigan as the City's alternative source of water and directed staff to simultaneously investigate further both the Lake Michigan - Chicago Department of Water Management and Lake Michigan - New Indiana Intake alternatives in 2020.

On January 28, 2021, the City Council selected the Chicago DWM alternative and approved Resolution No. 18184, approving a "Preliminary Agreement with Respect to an Anticipated Water Supply Agreement Between The City Of Chicago and The City Of Joliet," which was also approved

by the Chicago City Council ("Preliminary Agreement"), which provided a basis for an ongoing, long-term agreement between the City of Chicago and Joliet that would facilitate the provision of a new, safe, clean and reliable source of Lake Michigan water supply to Joliet.

Over the past two years, staff and the consulting team have engaged in negotiations to establish a comprehensive, ongoing, long-term water supply agreement between the City of Chicago and the City of Joliet for a Lake Michigan water supply, resulting in a more complete and advanced set of key terms, which are contained in a proposed Water Supply Agreement between the City of Chicago and the City of Joliet.

The Water Supply Agreement provides that Chicago and Joliet agree to work together in a coordinated approach to meet the long-term water supply needs of Joliet and the surrounding southwest suburban region. Key terms of the agreement are as follows:

- Cooperation between the City of Joliet and the City of Chicago in a coordinated approach to the design, financing and construction of the required new water supply infrastructure in order to enable Chicago to provide a supply of Water to Joliet by January 1, 2030
- Cooperation in developing a coordinated approach to the operation and maintenance of the portions of the new water supply infrastructure located in Chicago
- The cost of water to be charged by Chicago to Joliet will be based on the cost of providing water service by Chicago to Joliet pursuant to the then-generally recognized principles and practices in the American Water Works Association Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges
- Commitment to a transparent and collaborative long-term relationship for a supply of water to Joliet and a deepening regional cooperation and collaboration via the Advisory Council which has been established by Chicago
- Establishment of a process by which Joliet will be able to assign the Water Supply Agreement to the regional water commission after the commission's formation

Concurrent with the negotiation of the Water Supply Agreement, staff and the consulting team have engaged in negotiations for necessary permanent and temporary easements for the construction and permanent placement of certain elements of the new water supply infrastructure on the site of the Southwest Pumping Station and portions of Durkin Park, as follows:

- for permanent and temporary easements and continued rights-of-access on the site of the Southwest Pumping Station, which site is owned by the City of Chicago, resulting in a proposed "Easement Agreement for Two Permanent Easements and Seven Temporary Easements at the City of Chicago Southwest Pumping Station Property" between the City of Chicago and the City of Joliet
- for permanent easements and continued rights-of-access on a two-acre portion of Durkin Park, which is located immediately to the west of and adjacent to the site of the Southwest Pumping Station, which portion of the Park will be owned by the City of Chicago and leased to the Chicago Park District for continued use of the surface of the two acres as a public park, resulting in a proposed "Easement Agreement for Durkin Park Between the City of Chicago and the City of Joliet"
- for three temporary easements during periods of initial construction and major future maintenance and repair on portions of Durkin Park owned by the Chicago Park District and

continued rights-of-access during periods of construction, resulting in a proposed “Agreement for Construction Easements for Durkin Park” Between the Chicago Park District and the City of Joliet

Pursuant to these easement agreements, the City of Joliet will make payments to the City of Chicago and the Chicago Park District for the agreed-upon value of the easements, and an additional payment to the Chicago Park District in recognition of the disruption of the use of the southern portion of Durkin Park, in particular the two-acre parcel and the construction easements, which amount the Chicago Park District will use to construct improvements at other District locations in the area (which may include other portions of Durkin Park that are not part of the two-acre parcel and the construction easement areas) to accommodate increased demand due to the unavailability of the affected portions of Durkin Park.

CONCLUSION:
Entering into the Water Supply Agreement with the City of Chicago and the easements with the City of Chicago and the Chicago Park District will protect the public health, safety and welfare, and provide a sustainable, reliable, high-quality water supply for the City of Joliet that can be ready to deliver Lake Michigan water to the Joliet water system by the year 2030. It has been determined that acquiring the easements and entering into the easement agreements and any additional permits and agreements for rights-of-access are necessary in order to deliver Lake Michigan water from Chicago DWM to the City of Joliet. Payments for the easements are as follows:

- to the City of Chicago pursuant to Exhibit B: $430,275
- to the City of Chicago pursuant to Exhibit C: $549,425
- to the Chicago Park District pursuant to Exhibit D: $1,862,617

Section 2-438 of the City of Joliet Code of Ordinance states that purchases over $25,000.00 may be awarded without written specifications under certain circumstances. One (1) of these circumstances apply:

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

Funds will be charged to the Alternative Water Source Program Fund - Regional Water Commission (Org 53180000, Object 557100, $2,842,317.00).

RECOMMENDATION:
Based on the above, it is recommended that the City Council approve the attached ordinance and take the following actions:

1) Approve the proposed Water Supply Agreement Between the City of Chicago and the City of Joliet, in a form substantially similar to Exhibit A, and authorize and direct the Mayor and City Clerk to sign and seal the Water Supply Agreement.
2) Approve the proposed easement agreements listed below and authorize and direct the Mayor and City Clerk to sign and seal the agreements:
    a. “Easement Agreement for Two Permanent Easements and Seven Temporary Easements at the City of Chicago Southwest Pumping Station Property” between the

City of Chicago and the City of Joliet, in a form substantially similar to Exhibit B

b. “Easement Agreement for Durkin Park” between the City of Chicago and the City of Joliet, in a form substantially similar to Exhibit C
c. “Agreement for Construction Easements for Durkin Park” between the Chicago Park District and the City of Joliet, in a form substantially similar to Exhibit D

3) Authorize the City Manager to obtain and enter into right-of-access permits and/or agreements with the Chicago Park District in connection with the easements on Durkin Park.
4) Authorize and approve payments required to be paid by Joliet pursuant to the easements as provided by the terms of the easements.

ORDINANCE NO.

ORDINANCE APPROVING A WATER SUPPLY AGREEMENT WITH THE CITY OF CHICAGO AND AGREEMENTS FOR EASEMENTS AND RIGHTS OF ACCESS WITH THE CITY OF CHICAGO AND THE CHICAGO PARK DISTRICT FOR THE PLACEMENT OF THE CHICAGO CONNECTION FACILITIES AT THE SOUTHWEST PUMPING STATION AND DURKIN PARK SITES AND PAYMENTS AND OTHER ACTIONS FOR THE IMPLEMENTATION OF THE AGREEMENTS

WHEREAS, the City of Joliet'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 a comprehensive, two-phase alternative water source study beginning in July 2018 which evaluated fourteen possible water source alternatives including groundwater, rivers and Lake Michigan; and

WHEREAS, in January 2020, the City Council approved its Resolution No. 7489, in which the City Council directed City staff to proceed with implementing a Lake Michigan water source with simultaneous investigation of two alternatives: a New Indiana Intake and the Chicago Department of Water Management ("DWM"); and

WHEREAS, in April 2020, the City Council approved retaining the firm of Stantec Consulting Services, Inc. to conduct the Alternative Water Supply Program, including the firms of Crawford Murphy & Tilly, Strand Associates, Inc., Engineering Enterprises, Inc., Cornwell Engineering Group, V3 Consultants, and Images, Inc. as subcontractors, (collectively, the "Consulting Team") to analyze the New Indiana Intake Alternative and the Chicago DWM Alternative as potential sources of supply in further detail to prepare and present a report and recommendations to the City Council; and

WHEREAS, following further investigation of the New Indiana Intake and Chicago DWM alternatives, the City Council received written reports from the Consulting Team with an extensive analysis of each of the New Indiana Intake and Chicago DWM alternatives and heard presentations from the Mayors of both Chicago and Hammond; and

WHEREAS, in connection with analyzing the Chicago DWM alternative, City staff and the Consulting Team engaged in discussions with representatives of Chicago regarding many key business and financial terms under which an agreement could be established to enable the delivery of treated Lake Michigan water from Chicago DWM to Joliet for distribution, including the location of the connection facilities to the Chicago water system near Chicago's Southwest Pumping Station, located near the intersection of 84th Street and Kedvale Avenue in Chicago; and

WHEREAS, based on the information provided to and reviewed by the City Council, the City Council determined that establishing a long-term water supply agreement for a supply of Lake Michigan water from the Chicago DWM will be in the best interests of the City of Joliet; and

WHEREAS, in January 2021, the City Council selected the Chicago DWM alternative and approved Resolution No. 18184, approving a "Preliminary Agreement with Respect to an Anticipated Water Supply Agreement Between The City Of Chicago and The City Of Joliet," which was also approved by the Chicago City Council ("Preliminary Agreement"), which provided a basis for an ongoing, long-term agreement between the City of Chicago and Joliet that would facilitate the provision of a new, safe, clean and reliable source of Lake Michigan water supply to Joliet; and

WHEREAS, over the past two years, staff and the Consulting Team have engaged in negotiations to establish a comprehensive, ongoing, long-term water supply agreement between the City of Chicago and the City of Joliet for a Lake Michigan water supply ("Water Supply Agreement"), resulting in a more complete and advanced set of key terms, which are contained in a proposed Water Supply Agreement Between the City of Chicago and the City of Joliet, a copy of which is attached to and made a part of this Ordinance as Exhibit A; and

WHEREAS, the Water Supply Agreement provides that Chicago and Joliet agree to work together in a coordinated approach to meet the long-term water supply needs of Joliet and the surrounding southwest suburban region; and

WHEREAS, the delivery of water by Chicago to Joliet will require new water supply infrastructure ("New Water Supply Infrastructure") and the Water Supply Agreement provides for cooperation between the City of Joliet and the City of Chicago in a coordinated approach to the design, financing and construction of the required New Water Supply Infrastructure, in order to enable Chicago to provide a supply of Water to Joliet by January 1, 2030; and

WHEREAS, the Water Supply Agreement provides that Joliet and Chicago have agreed to cooperate in developing a coordinated approach to the operation and maintenance of the portions of the New Water Supply Infrastructure located in Chicago; and

WHEREAS, the Water Supply Agreement provides that the cost of Water to be charged by Chicago to Joliet will be based on the cost of providing water service by Chicago to Joliet pursuant to the then-generally recognized principles and practices in the American Water Works Association Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges, and as further provided in the Water Supply Agreement; and

WHEREAS, the Water Supply Agreement provides that Chicago and Joliet are committed to a transparent and collaborative long-term relationship for a supply of Water to Joliet, and Chicago has agreed to assist Joliet in matters necessary and appropriate for implementation of the Water Supply Agreement; and

WHEREAS, Chicago has established the Advisory Council as part of its commitment to deepening regional cooperation and collaboration, as such collaboration efforts are reflected in the Water Supply Agreement and specifically in Section 24.2; and

WHEREAS, in February 2022, the City Council approved Resolution No. 7736, in which it approved the "Preliminary Agreement Regarding Formation of a Regional Water Commission" with the City of Crest Hill and the Villages of Channahon, Minooka, Romeoville and Shorewood, in which the City and those municipalities have agreed to establish a regional water commission to provide a source of supply to all six municipalities, and the proposed Water Supply Agreement establishes a process by

which Joliet will be able to assign the Water Supply Agreement to the regional water commission after the commission's formation; and

WHEREAS, as part of the negotiations with Chicago, staff and the Consulting Team have examined conceptual and preliminary designs in connection with determining the space needs and New Water Supply Infrastructure necessary to connect to the Chicago water system near the Southwest Pumping Station in Chicago; and

WHEREAS, concurrent with the negotiation of the Water Supply Agreement, staff and the Consulting Team have engaged in negotiations for necessary permanent and temporary easements for the construction and permanent placement of certain elements of the New Water Supply Infrastructure on the site of the Southwest Pumping Station and portions of Durkin Park, as follows:

- for permanent and temporary easements and continued rights-of-access on the site of the Southwest Pumping Station, which site is owned by the City of Chicago, resulting in a proposed "Easement Agreement for Two Permanent Easements and Seven Temporary Easements at the City of Chicago Southwest Pumping Station Property" between the City of Chicago and the City of Joliet, a copy of which is attached to and made a part of this Ordinance as Exhibit B;

- for permanent easements and continued rights-of-access on a two-acre portion of Durkin Park, which is located immediately to the west of and adjacent to the site of the Southwest Pumping Station, which portion of the Park will be owned by the City of Chicago and leased to the Chicago Park District for continued use of the surface of the two acres as a public park, resulting in a proposed "Easement Agreement for Durkin Park Between the City of Chicago and the City of Joliet," a copy of which is attached to and made a part of this Ordinance as Exhibit C; and

- for three temporary easements during periods of initial construction and major future maintenance and repair on portions of Durkin Park owned by the Chicago Park District and continued rights-of-access during periods of construction, resulting in a proposed "Agreement for Construction Easements for Durkin Park" Between the Chicago Park District and the City of Joliet, a copy of which is attached to and made a part of this Ordinance as Exhibit D;

(collectively, the "Easements"); and

WHEREAS, it may also be necessary to obtain additional permits from or agreements with the Chicago Park District for rights-of-access nearer to the time of construction; and

WHEREAS, pursuant to these easement agreements, the City of Joliet will make payments to the City of Chicago and the Chicago Park District for the agreed-upon value of the Easements, and an additional payment to the Chicago Park District in recognition of the disruption of the use of the southern portion of Durkin Park, in particular the two-acre parcel and the construction easements, which amount the Chicago Park District will use to construct improvements at other District locations in the area (which may include other portions of Durkin Park that are not part of the two-acre parcel and the construction easement areas) to accommodate increased demand due to the unavailability of the affected portions

of Durkin Park. The amounts paid to City of Chicago and the Chicago Park District for the Easements are subject to adjustment due to changes in the land area included within each Easement and changes in the periods of use of temporary easements by Joliet; and

WHEREAS, the City Council has determined that acquiring these Easements and entering into the easement agreements and any additional permits and agreements for rights-of-access are necessary in order to deliver Lake Michigan water from Chicago DWM to the City of Joliet; and

WHEREAS, the City Council finds and determines that entering into the Water Supply Agreement with the City of Chicago and the Easements with the City of Chicago and the Chicago Park District will protect the public health, safety and welfare, and provide a sustainable, reliable, high-quality water supply for the City of Joliet that can be ready to deliver Lake Michigan water to the Joliet water system by the year 2030.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1*:* RECITALS. The foregoing recitals are hereby incorporated into and by this reference made a part of this Ordinance as findings of the City Council.

SECTION 2*:* APPROVAL OF PRELIMINARY AGREEMENT WITH RESPECT TO AN ANTICIPATED WATER SUPPLY AGREEMENT. The proposed Water Supply Agreement Between the City of Chicago and the City of Joliet, in a form substantially similar to Exhibit A, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to sign and seal at least two copies of the Water Supply Agreement.

SECTION 3*:* APPROVAL OF THE EASEMENTS. The following proposed agreements are hereby approved and the Mayor and City Clerk are hereby authorized and directed to sign and seal at least two copies of each of the agreements:

A. "Easement Agreement for Two Permanent Easements and Seven Temporary Easements at the City of Chicago Southwest Pumping Station Property" between the City of Chicago and the City of Joliet, in a form substantially similar to Exhibit B;

B. "Easement Agreement for Durkin Park" between the City of Chicago and the City of Joliet, in a form substantially similar to Exhibit C; and

C. "Agreement for Construction Easements for Durkin Park" between the Chicago Park District and the City of Joliet, in a form substantially similar to Exhibit D.

SECTION 4*:* APPROVAL OF RIGHT-OF-ACCESS PERMITS AND AGREEMENTS. The City Manager is hereby authorized to obtain and enter into right-of-access permits and/or agreements with the Chicago Park District in connection with the Easements on Durkin Park.

SECTION 5*:* APPROVAL OF EASEMENT PAYMENTS. The following payments are required to be paid by Joliet pursuant to the Easements and are hereby approved and authorized for payment as provided by the terms of the Easements: (A) to the City of Chicago pursuant to Exhibit B: $430,275;

(B) to the City of Chicago pursuant to Exhibit C: $549,425; and (C) to the Chicago Park District pursuant to Exhibit D: $1,862,617.

SECTION 6: SEVERABILITY. This Ordinance and every provision thereof shall be considered separable 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 7: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval by the corporate authorities of the City of Joliet and publication in the manner provided by law.

PASSED this _____ day of _____, 2023.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A

WATER SUPPLY AGREEMENT
BETWEEN THE CITY OF CHICAGO AND THE CITY OF JOLIET

EXHIBIT B

EASEMENT AGREEMENT FOR TWO PERMANENT EASEMENTS AND SEVEN TEMPORARY EASEMENTS AT THE CITY OF CHICAGO SOUTHWEST PUMPING STATION PROPERTY BETWEEN THE CITY OF CHICAGO AND THE CITY OF JOLIET

EXHIBIT C

EASEMENT AGREEMENT FOR DURKIN PARK BETWEEN THE CITY OF CHICAGO AND THE CITY OF JOLIET

EXHIBIT D

AGREEMENT FOR CONSTRUCTION EASEMMENTS FOR DURKIN PARK BETWEEN THE CHICAGO PARK DISTRICT AND THE CITY OF JOLIET

WATER SUPPLY AGREEMENT

CITY OF CHICAGO

and

CITY OF JOLIET

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This Water Supply Agreement ("Agreement") is entered into and effective as of ____ __, 2023 ("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State, and the City of Joliet ("Joliet"), an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the Illinois Constitution. Together Chicago and Joliet shall be referred to as the "Parties", and at times, individually a "Party". This Agreement is authorized by an ordinance adopted by the Chicago City Council on April 19, 2023, and by an ordinance adopted by Joliet City Council on April 18, 2023.

RECITALS

WHEREAS, Chicago is the owner and operator of the Chicago Water System; and

WHEREAS, Joliet's existing water source, the deep groundwater aquifer, will be depleted to the point of not being able to meet Joliet's maximum day water demands by the year 2030; and

WHEREAS, Joliet conducted a comprehensive, multi-phase alternative water source study beginning in July 2018 which evaluated all possible water source alternatives including groundwater, rivers and Lake Michigan; and

WHEREAS, Joliet determined that purchasing water from the Chicago Department of Water Management will protect the public health, safety and welfare, and provide a sustainable, reliable, high-quality water supply for the City of Joliet that can be ready to deliver Lake Michigan water to the Joliet water system by the year 2030; and

WHEREAS, Joliet has received a State Water Allocation from IDNR as set forth in Exhibit A; and

WHEREAS, Chicago and Joliet desire to and are willing to enter into this Agreement pursuant to which Chicago will furnish a supply of Water to Joliet in a sufficient quantity for the Joliet Water System to supply to the Joliet Customers; and

WHEREAS, the Parties executed a Preliminary Agreement with Respect to an Anticipated Water Supply Agreement on March 17, 2021; and

WHEREAS, in order for Chicago to supply Water to Joliet, the Parties desire to establish the New Water Supply Infrastructure; and

WHEREAS, the Parties anticipate the Chicago New Water Supply Infrastructure and the Joliet New Water Supply Infrastructure will be located within the Chicago corporate boundaries and the New Water Supply Infrastructure will be located both within and outside the Chicago corporate boundaries; and

WHEREAS, the Parties have agreed to cooperate in a coordinated approach to the design, financing and construction of the required New Water Supply Infrastructure located within the Chicago corporate boundaries, which is the Chicago New Water Supply Infrastructure and the Joliet New Water Supply Infrastructure, and Joliet will design, finance and construct the remainder of the required New Water Supply Infrastructure located outside Chicago corporate boundaries, in order to enable Chicago to provide a supply of Water to Joliet by the Targeted Water Delivery Date, as provided in the terms of this Agreement; as well as to protect the Chicago Water System and maintain Chicago's provision of Water supply to the Chicago Customers; and

WHEREAS, to allow construction of portions of the Chicago New Water Supply Infrastructure and the Joliet New Water Supply Infrastructure to enable Chicago's delivery of Water to Joliet, the Parties and the Chicago Park District have reached agreement as to the necessary interests in land to be conveyed and the appropriate terms and conditions for conveyance of those interests; and

WHEREAS, the Parties anticipate a portion of the New Water Supply Infrastructure will be constructed on the Southwest Pumping Station Site; and

WHEREAS, the Parties anticipate a portion of the New Water Supply Infrastructure will be constructed on the Durkin Site located within Durkin Park; and

WHEREAS, Chicago intends to finance the Tunnel Connection to be constructed by Chicago pursuant to the terms of this Agreement, but paid for by Joliet as part of the cost of service; and

WHEREAS, Joliet intends to finance and pay for the Joliet New Water Supply Infrastructure to be constructed by Joliet pursuant to the terms of this Agreement; and

WHEREAS, Chicago intends to finance those portions of the Chicago New Water Supply Infrastructure to be constructed by Joliet through a coordinated arrangement for financing and construction, but paid for by Joliet as part of the cost of service; and

WHEREAS, the Parties have agreed to cooperate in developing a coordinated approach to the operation and maintenance of the portions of the New Water Supply Infrastructure located within the Chicago corporate boundaries; and

WHEREAS, the Parties acknowledge that Chicago and Joliet agree to work together in a coordinated approach to meet the long-term water supply needs of Joliet and the surrounding southwest suburban region; and

WHEREAS, the Parties have agreed that the cost of Water to be charged by Chicago to Joliet will be based on the then generally recognized principles and practices in the American Water Works Association Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges; and

WHEREAS, the Chicago Water customers, both retail and wholesale, will benefit from Joliet's utilization of a portion of the existing capacity in the Chicago Water System and the payments made by Joliet for the provision of Water from that existing capacity; and

WHEREAS, the Parties are committed to a transparent and collaborative long-term relationship for a supply of Water to Joliet and Chicago has agreed to assist Joliet in matters necessary and appropriate for implementation of this Agreement; and

WHEREAS, Chicago has established the Advisory Council as part of its commitment to deepening regional cooperation and collaboration, as such collaboration efforts are reflected in this Agreement and specifically in Section 24.2; and

WHEREAS, it is anticipated that Joliet and other municipalities in the State also needing to secure an alternative water supply will join collectively to form a Regional Water Commission in the future to which Joliet may assign this Agreement pursuant to the terms of this Agreement; and

WHEREAS, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, a home rule unit of government may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, morals, and welfare, and Chicago and Joliet are both home rule units; and

WHEREAS, each of the Parties hereby determines that Joliet's purchase of Water from Chicago and Chicago's sale of Water to Joliet, including the Parties' negotiating and entering into this Agreement is a function pertaining to each Party's government and affairs;

NOW THEREFORE, the Parties, in consideration of the premises and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

AGREEMENT

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated in and made a part of this Agreement by this reference.

ARTICLE 2. RULES OF INTERPRETATION/CONSTRUCTION OF THIS AGREEMENT

2.1. References to Provisions and Exhibits. All references in this Agreement to an Article, Section, Subsection, Attachment or Exhibit mean and refer to an Article, Section, Subsection of, Attachment to or Exhibit to, this Agreement, unless otherwise expressly provided.

2.2. Article and Section Headings; Other Headings. Article headings, Section headings or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

2.3. Exhibits and Attachments. All attachments and exhibits attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

2.4. Successor Statutes and Regulations; Renamed Sites and Facilities.

A. If substantive provisions of statutory or regulatory provisions referred to in this Agreement are relocated to another reference, such as due to a recodification of laws, the Parties intend that such references will mean and refer to the statutory or regulatory provisions at their new locations.

B. If the name of a site or facility referred to in this Agreement is modified or changed, the Parties intend that such references will mean and refer to the site or facility in its changed or modified name.

2.5. Year. References to "year" mean and refer to a calendar year unless the context specifically refers to a Water Year (as defined in Article 3).

2.6. Successor Titles or Positions. If any title of an official, officer or department head referred to in this Agreement is modified, changed or if the referenced position is changed or is succeeded, the Parties intend that the subject title or position will mean and refer to the title or position, as modified or succeeded.

2.7. Capitalized Terms. Capitalized terms in this Agreement will have the meanings ascribed to them in Article 3, unless otherwise provided.

ARTICLE 3. DEFINITIONS

Certain capitalized terms in this Agreement shall have the meanings ascribed to them below. Other capitalized terms not defined in the main body of this Agreement shall have the meanings ascribed to them in the Easements.

“68th Street/Dunne Crib Complex” means the Water intake crib complex consisting of the 68th Street Crib and the Edward F. Dunne Crib located in Lake Michigan, which provides intake of Water for the Eugene Sawyer Water Purification Plant and associated tunnels beneath Lake Michigan connecting the 68th Street Crib and the Edward F. Dunne Crib to the Eugene Sawyer Water Purification Plant.

"AAR” shall have the meaning given to such term in Subsection 17.4.A(iii).

“AC Governing Documents” means such by-laws, rules of procedure for meetings, and other documents and guidelines governing the work of the Advisory Council.

“AC Member” or “AC Members” means (i) Chicago or (ii) a municipality or entity that is, or is under contract to become, a wholesale customer of Chicago and as further described in Section 24.2.

“Actual Average Day Demand” means the actual total volume of Water delivered to Joliet in a Rate Year divided by the number of days in that Rate Year expressed in units of flow rate (volume per time), and excludes Water delivered prior to Partial Delivery.

“Actual Maximum Day Demand” means the actual largest volume of Water in a single day in a Rate Year expressed in units of flow rate (volume per time), and excludes Water delivered prior to Partial Delivery.

“Actual Peak Hour Demand” means the actual largest volume of Water in a single hour in a Rate Year expressed in units of flow rate (volume per time), and excludes Water delivered prior to Partial Delivery.

“Actual Peaking Factor” means, with respect to Joliet, the Actual Maximum Day Demand or Actual Peak Hour Demand divided by the Actual Average Day Demand in a given Rate Year.

“Additional Major Work” shall have the meaning given to such term in Subsection 21.3.E.

“Advisory Council” means that certain advisory council to Chicago established as described in Article 24.

“Allocation Amount” means, for Joliet and each Subsequent Purchaser, the volume of Water authorized by the IDNR in the State Water Allocation granted to Joliet and each Subsequent Purchaser in each Water Year and set forth in Exhibit A.

“Ancillaries” means (a) the Easements and (b) permits and other approvals issued by Chicago, which Easements, permits, and other approvals (y) pertain to this Agreement and the New Water Supply Infrastructure and (z) will be assigned by Joliet to the Regional Water Commission.

"Annual Reconciliation" means the process by which the Annual Reconciliation Amount is determined.

"Annual Reconciliation Amount" means the difference between the Capped Audited AWWA Rate for a given Rate Year and the Charged Water Rate for that Rate Year multiplied by the Annual Volume delivered to Joliet in that Rate Year.

"Annual Volume" means the total volume of Water delivered during a Rate Year.

"Audited Financials" means the Annual Comprehensive Financial Report of the City of Chicago, including an independent auditor's report on the financial statements.

"Average Day Demand" means the total volume of Water in a Rate Year divided by the number of days in that Rate Year expressed in units of flow rate (volume per time).

"Audited AWWA Rate" shall have the meaning given to such term in Subsection 17.5.B(i)(b).

"Bidding and Award Period Start Date" shall have the meaning given to such term in Section 9.2.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close or any day on which either Chicago or Joliet city government offices are closed.

"Capital Improvements" means improvements, repairs or replacements to the New Water Supply Infrastructure beyond Maintenance.

"Capped Audited AWWA Rate" shall have the meaning given to such term in Sections 17.3 and 17.4.

"Catastrophic Event" means any catastrophic event caused by Force Majeure impacting the Chicago Water System or the New Water Supply Infrastructure for which there is insufficient commercial insurance (not including any self-insurance, self-insurance retention or costs paid from Chicago funds) to cover any losses incurred.

"CDWM" means the Chicago Department of Water Management.

"Certified Firm" means, generically, a Minority-Owned Business Enterprise or Woman-Owned Business Enterprise (as defined in Chapter 2-92 of the Chicago Municipal Code) certified as such pursuant to Chapter 2-92 of the Municipal Code of Chicago.

"Certified Mail" means Registered Mail® or Certified Mail®, First-Class Mail®, return receipt requested, or any equivalent method providing proof of delivery that is offered by the U.S. Postal Service or its successor at the time of giving any notice pursuant to this Agreement.

"Change" or "Changes" means one or more alterations, modifications or amendments to a Construction Contract for a Project Element.

"Charged Water Rate" shall have the meaning given to such term in Sections 17.3 and 17.4.

"Chicago Appropriation Ordinance" shall have the meaning given to such term in

Subsection 9.7.C.

"Chicago City Council" means the City Council of the City of Chicago.

"Chicago Customer" means any Person who purchases water from DWM.

"Chicago Default" shall have the meaning given to such term in Section 20.14.

"Chicago Indemnified Parties" means and includes with respect to Chicago, officials and officers, agents and employees of Chicago.

"Chicago New Water Supply Infrastructure" means the portion of the New Water Supply Infrastructure consisting of the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station, and the Chicago Service Valve, as well as the property containing said infrastructure and any perimeter wall or fences within the Southwest Pumping Station Site to be constructed pursuant to this Agreement.

"Chicago Ordinances" shall have the meaning given to such term in Subsection 22.2.C(v)(a).

"Chicago Retail Customers" means retail Water customers of Chicago.

"Chicago Service Valve" means the valve installed downstream and outside of the Low Service Pump Station and upstream and outside of the Meter Vault for (a) connecting the Joliet New Water Supply Infrastructure to the Chicago New Water Supply Infrastructure; and (b) providing a means for separating the Joliet New Water Supply Infrastructure from the Chicago Water System.

"Chicago Sufficient Financing" shall have the meaning given to such term in Subsection 9.1.A.

"Chicago Water System" means the waterworks system owned and operated by Chicago.

"Chicago Wholesale Customers" means wholesale Water customers of Chicago.

"Chief Financial Officer" means the Chief Financial Officer of Chicago.

"City Manager" means the City Manager of Joliet.

"Claim" means any and all claims, including patent claims, demands, damages, lawsuits, legal proceedings, administrative proceedings, enforcement actions, losses, liens, liabilities, arbitration, judgments, settlement or compromise, orders or decrees, casualties, occurrences and payments, and all costs and expenses, including, without limitation, attorneys' fees and court costs, and costs and expenses related to litigation (collectively, the "Claims") relating thereto which may give rise to a right to indemnification under Article 25.

"Commissioner" means the Commissioner of the Chicago Department of Water Management.

"Commission Customers" means the member municipalities that are wholesale customers of the Regional Water Commission and any other wholesale customers of the Regional Water Commission that are not member municipalities.

"Construction Administrator" means the off-site administrator who shall perform the administrative functions as described in Exhibit B.

"Construction Contract" means all documents that are included in or part of the construction contract between a Party and the Contractor for construction of a Project Element, pursuant to the specifications approved pursuant to Article 8 and may include the contract agreement, general conditions of contract, special conditions of contract, plans/drawings, specifications, addenda, notice to proceed, change orders, and performance and payment bonds.

"Construction-Related Engineering Services" means services of the Resident Engineer, Observer and the Construction Administrator to be provided in relation to one or more of the Project Elements, as described in Section 8.10 and Exhibit B.

"Contractor" means any Person with whom Joliet or Chicago contracts to perform work or supply materials or labor in relation to the Project Elements to be constructed by Joliet or Chicago, respectively.

"Contractual Maximum Day Demand" means, for any day in each Water Year, an amount equal to the lesser of the Then-Current LSPS Capacity or the sum of the Allocation Amounts multiplied by two, as set forth in Exhibit A.

"Conveyed Water Infrastructure" means the Chicago New Water Supply Infrastructure (Tunnel Extension, Low Service Pump Station and Chicago Service Valve) conveyed from Joliet to Chicago upon completion of construction pursuant to Section 8.14.

"Cost of Service Study" means an analysis prepared to determine the Chicago Water System's cost of providing Water to the Chicago Customers for a specific year, and which includes the cost of providing Water to each of the Chicago Wholesale Customers.

"CPD" means the Chicago Park District.

"CPI-W" means Consumer Price Index—Urban Wage Earners and Clerical Workers ("Chicago All Items"), as published by the U.S. Department of Labor, Bureau of Labor Statistics, (1982-1984=100). As of the Effective Date, this index was identified with Series ID CWURS23ASA0.

"Default for Failure to Pay" shall have the meaning given to such term in Section 20.3.

"Defending Party" means the party which is undertaking and controlling the defense of any Third-Party Claim.

"Demand Event" means a change in Joliet's Average Day Demand, Maximum Day Demand, or Peak Hour Demand between the demand estimated for the calculation of the Projected AWWA Rate for a Rate Year and the actual demand used to calculate the Audited AWWA Rate for that Rate Year which the change in demand, controlled for other changes, causes the Audited AWWA Rate to be higher than the Projected AWWA Rate.

"Design and Construction Period" means the period of time beginning as of the date of this Agreement, until the New Water Supply Infrastructure Completion Date.

"Design Intent" means the mutually agreed-upon provisions of the Construction Contract which establish the intended functionality, operations, or costs of the Project Element as initially designed and constructed, as mutually agreed upon by the Parties, and as amended as described

in Sections 8.11 and 15.6.

"Director of Public Utilities" means the Director of Public Utilities of Joliet.

"Disbursement Request" shall have the meaning given to such term in Subsection 9.7.E.

"Durkin Temporary Construction Easement Agreement" means that certain Easement Agreement for use of the Durkin Temporary Construction Easement Area between CPD and Joliet.

"Durkin Temporary Construction Easement Area" means that certain designated land area, the temporary use of which CPD grants to Joliet pursuant to the Durkin Temporary Construction Easement Agreement.

"Durkin Park" means a public park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, a portion of which is owned by CPD.

"Durkin Site" means a portion of the real property located within Durkin Park and identified as provided in the Durkin Site Easement.

"Durkin Site Easement" means that certain Easement Agreement for Durkin Park from Chicago to Joliet.

"DWM" means the Chicago Department of Water Management.

"Easements" means collectively the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement.

"Effective Date" means the date identified in the first paragraph of this Agreement as the date as of which this Agreement has been entered into and is effective.

"Emergency Demand Event" means a curtailment event initiated by Chicago which results in Joliet's Actual Maximum Day Demand or Peak Hour Demand being higher than that which would have otherwise been observed for that Rate Year.

"Emergency Interconnection" means a point of connection for the purpose of providing, for a limited period of time, emergency water service between the Joliet Water System and another entity's water system.

"Emergency Purchaser" means a purchaser of Water directly or indirectly from Joliet on a wholesale but emergency-only basis.

"Eminent Domain Act" means the Illinois Eminent Domain Act, 735, ILCS 30 *et seq.*

"Escrow Account" shall have the meaning given to such term in Section 20.7.

"Escrow Agent" means a bank or trust company organized under the laws of the State or a national banking institution doing business and having an office in Chicago, chosen by Chicago to manage the Escrow Account, as provided in Section 20.7.

"Escrow Agreement" means an agreement by and among Chicago, Joliet, and the Escrow Agent, as provided in Section 20.7.

"Escrow Period" shall have the meaning given to such term in Subsection 20.7.B(ii).

"Eugene Sawyer Water Purification Plant" means the Eugene Sawyer Water Purification Plant of Chicago located in Chicago, Illinois 60649, which provides finished Water to the South Tunnel Zone.

"Event of Default" means a Chicago Default or a Joliet Default.

"Fixed Limit Water Rate" shall have the meaning given to such term in Section 17.4.A.

"Force Majeure" shall have the meaning given to such term in Section 26.1.

"Full Delivery" means continuous and ongoing delivery of Water to Joliet for the Joliet Customers in amounts sufficient to meet the requirements of Joliet and all Subsequent Purchasers included on Exhibit A from time to time.

"Governmental Authority**"** means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental, or quasi-governmental authority.

"Guaranteed Maximum Capacity" means the capacity of the Chicago Water System to provide Water to Joliet, as measured by the capacity of the connection point between the Tunnel Connection and the Tunnel Extension; as of the Effective Date and until otherwise increased by Chicago, this capacity is one hundred and five (105) MGD; provided that such amount may be increased pursuant to Section 11.7.

"High Service Pump Station" means the high service pumping station and all related appurtenances including, but not limited to the generator(s) that serve said High Service Pump Station, located or to be located on the Southwest Pumping Station Site, and which pumps Water from the Suction Well through the Transmission Main towards Joliet.

"Hydrant Water" means a temporary supply of Water provided by Chicago from a Chicago hydrant pursuant to a permit issued by Chicago.

"IDNR" means the Illinois Department of Natural Resources, or any successor agency responsible for approving allocations of Lake Michigan water under the Level of Lake Michigan Act.

"IEPA Permitted Capacity" means the rated capacity of a pumping station as provided on a permit issued by the IEPA.

"IEPA" means the Environmental Protection Agency of the State, or any relevant successor State agency.

"IGA" means that certain Intergovernmental Agreement dated July 30, 2021 between Chicago and CPD, as amended by that certain First Amendment to Intergovernmental Agreement dated as of July 30, 2021, and that Second Amendment dated as of December 31, 2022, and attached as Exhibit F.

"Indemnified Party" means any Party entitled to indemnification under this Agreement.

"Indemnifier" means any Party obligated to provide indemnification under this Agreement.

"Inflation Index Water Rate" shall have the meaning given to such term in Section 17.4.

"Initial Full Delivery" means the first Full Delivery of Water occurring on or after the Targeted Water Delivery Date.

"Initial Rate Period" means the period from the date of the first delivery of Initial Water for Testing until the date of the first Partial Delivery.

"Initial Supplemental Amount" means the amount described in Subsection 7.6.D(vii).

"Initial Term" means the period of years described in Section 4.1.

"Initial Water for Testing" means an intermittent and periodic supply of Water sufficient for Joliet's use for the purpose of construction of the New Water Supply Infrastructure and/or initial testing of all or any portion of the New Water Supply Infrastructure prior to Partial Delivery.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury regulations thereunder, as amended.

"Joliet City Council" means the City Council of the City of Joliet.

"Joliet-Constructed Chicago New Water Supply Infrastructure" shall have the meaning given to such term in Subsection 9.7.A.

"Joliet-Constructed Chicago New Water Supply Infrastructure Cost" shall have the meaning given to such term in Subsection 9.7.B.

"Joliet Customers" means, collectively, Joliet Retail Customers, Joliet Retail Outside Customers, the Purchasers and, with respect to Water used by Joliet in its municipal facilities and not sold to other Persons, Joliet.

"Joliet Default" shall have the meaning given to such term in Section 20.1.

"Joliet Indemnified Parties" means and includes with respect to Joliet, officials and officers, agents and employees of Joliet.

"Joliet New Water Supply Infrastructure" means the portion of the New Water Supply Infrastructure consisting of the Meter Vault, Suction Well, High Service Pump Station and Transmission Main-Chicago.

"Joliet Ordinances" shall have the meaning given to such term in Subsection 22.2.C(iv)(i).

"Joliet Retail Customers" means retail Water customers of Joliet located within the corporate limits of Joliet.

"Joliet Retail Outside Customers" means retail Water customers of Joliet located outside the corporate limits of Joliet.

"Joliet Sufficient Financing" shall have the meaning given to such term in Subsection 9.1.B.

"Joliet Water System" means the waterworks system owned and operated by Joliet.

"Late Penalty" or "Late Penalties" means one or more monthly penalties imposed by Chicago as provided in Sections 19.5 and 20.7.

"Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision,

principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority.

"Level of Lake Michigan Act" means the Level of Lake Michigan Act, 615 ILCS 50/1 *et seq.*, as from time to time supplemented and amended, and any successor statute, as well as any regulations promulgated thereunder.

"Loss" means with respect to any Person, any Claims, suit, liability, judgment, cost and expense, charge loss, liability, injury, death, damage, including but not limited to property damage, penalty, or out-of-pocket and documented costs or expenses actually suffered or incurred by such Person, but provided that the Indemnified Party is not in default under Article 20, excluding any punitive, special, indirect and consequential damages and any contingent liability until such liability becomes actual, and as subject to Sections 25.1 and 25.2.

"Low Service Pump Station" means that certain low service pumping station and all related appurtenances including, but not limited to the generator(s) that serve said Low Service Pump Station, to be located on the Southwest Pumping Station Site.

"Maintenance" means and includes, without limitation, actions to maintain, repair, modify or replace portions of the New Water Supply Infrastructure as necessary for the delivery and receiving of Water.

"Management Agreement" means an agreement between the Regional Water Commission and the City of Joliet, to establish terms for management of the implementation of the Regional Water Commission's water supply system.

"Maximum Day Demand" means the largest volume of Water in a single day in a given Rate Year expressed in units of flow rate (volume per time).

"Measuring Devices" means equipment used to measure and record the quantity of Water furnished to Joliet at the Point of Measurement.

"Meter Vault" means a vault located on the Southwest Pumping Station Site outside of and downstream of the Low Service Pump Station and outside of and upstream of the Suction Well and containing the Measuring Devices.

"MGD" means million gallons per day.

"M1 Manual" means the American Water Works Association Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges, latest addition.

"Municipal Code of Chicago" means the Municipal Code of Chicago, as amended from time to time.

"New Delivery" means a daily amount of Water delivered by Chicago to Joliet for each new Subsequent Purchaser, which delivery is in addition to a previous Full Delivery, as further described in Subsections 11.4.D and 11.4.E and Section 11.5.

"New Water Supply Infrastructure" means new Chicago-to-Joliet water supply infrastructure and all related appurtenances thereof, for Chicago to supply Water to Joliet, and shall include infrastructure located both within and outside the Chicago corporate boundaries. New Water Supply Infrastructure includes, but is not limited to, the Chicago New Water Supply Infrastructure, the Joliet New Water Supply Infrastructure, and the Project Elements.

"Notice" means any notice or other communications required by this Agreement.

"Observer" means the Project On-Site Representative for the Party not holding the Construction Contract for the Project Element, who shall observe the work, attend construction meetings, provide comments to the Resident Engineer relating to the applicable Project Element the functions as described in Exhibit B and Subsection 8.10.B.

"Ongoing Water for Testing" means an intermittent and periodic supply of Water sufficient for Joliet's use for the purpose of ongoing construction of the New Water Supply Infrastructure and/or testing of all or any portion of the New Water Supply Infrastructure after the commencement of Partial Delivery.

"Partial Delivery" means a continuous and ongoing delivery of a daily amount of Water (other than Initial Water for Testing) by Chicago to Joliet as provided in Subsection 11.4.B which (a) is less than, or may be equal to, a Full Delivery of Water, and (b) is sufficient to serve all or a portion of the demand of Joliet and one or more Subsequent Purchasers.

"Payable Supplemental Amount" means the amount described in Subsection 7.6.D(vii).

"Peak Hour Demand" means the largest volume of Water in a single hour in a given Rate Year expressed in units of flow rate (volume per time).

"Permanent Emergency Interconnection" means an Emergency Interconnection through a permanent water main at a permanent, fixed location and controlled by a valve or other physical method of control of the flow of water.

"Person**"** means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity, a municipality, a governmental unit, a governmental agency or other governmental entity.

"Phase" shall have the meaning given to such term in Section 21.1.

"Phase End Date" shall have the meaning given to such term in Section 21.2.

"Phase Start Date" shall have the meaning given to such term in Section 21.2.

"Point of Demarcation" means the location of the Chicago Service Valve, unless otherwise mutually agreed by the Parties.

"Point of Measurement" means the Meter Vault or such other point(s) as the Parties may agree to in writing.

"Proceeding" shall have the meaning given to such term in Section 29.2.

"Project Element" means any of the following: the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station, the Chicago Service Valve, the Meter Vault, the Suction Well, the High Service Pump Station and the Transmission Main-Chicago.

"Project On-Site Representative" means a project on-site representative appointed by Chicago and Joliet respectively who shall serve as the applicable Party's representative on both the Durkin Site and the Southwest Pumping Station Site during the Design and Construction Period to coordinate and monitor construction of the New Water Supply Infrastructure.

"Projected AWWA Rate" means the rate for the next year based on the most recently completed Cost of Service Study as well as projected costs and expenses to provide Water to Joliet and the projected Units of Service required for the next year and as described in Subsection 17.5.B.

"Projected Average Day Demand" means an estimate of the Average Day Demand for one or more future years.

"Projected Maximum Day Demand" means an estimate of the Maximum Day Demand for one or more future years.

"Purchasers" means collectively the Subsequent Purchasers and the Emergency Purchasers.

"Qualifying Event" means (i) any Catastrophic Event or (ii) any Regulatory Change, for which Chicago has provided notice to Joliet and in such notice provided data and information to Joliet to demonstrate the direct, specific costs Chicago has incurred or will incur in connection with the Catastrophic Event or Regulatory Change in order to provide Water to Joliet.

"Rate Year" means a period of one year ending on December 31, which is coincident with the calendar year and fiscal year for Chicago as of the Effective Date.

"Regional Water Commission" means, if established, the Grand Prairie Water Commission, a regional water commission that would be a separate unit of government created under Illinois Municipal Code,65 ILCS 5/11-135.5 *et seq.* by Joliet and other municipalities in the southwest suburban region of the State.

"Renewal Term" means the period of years described in Section 4.2.

"Regular Rate Period" means the rate period commencing on the day after the end of the Second Rate Period.

"Regulatory Change" means any material change in Law governing the (i) operation of the Chicago Water System and New Water Supply Infrastructure or (ii) the production and quality of Water provided to Joliet, however, "Regulatory Change" shall not include Laws that require additional Water treatment where the operational requirement could be met with advanced water treatment technology consisting of ozonation and biologically active granular activated carbon (GAC) filters.

"Regulatory Requirements" means applicable standards or requirements of any federal or State agency with jurisdiction over public water supplies.

"Reopening" means the process of negotiations regarding the terms of this Agreement as described in Section 5.2.

"Resale Period" means seventeen (17) years from the date of sale by Joliet to Chicago of any portion of the Joliet New Infrastructure pursuant to Subsection 7.6.C and subject to Subsection 7.6.D.

"Resident Engineer" means the On-Site Representative of the Party holding the Construction Contract who shall perform full-time inspection of the installation of a Project Element to determine conformance with the Construction Contract and handle all communications with the Contractor, and perform additional functions as described in Exhibit B.

"Revenues" means the revenues derived from the operation of a water system, as defined in the Illinois Municipal Code and applicable to each Party.

"RWC Act" means Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 *et seq*.

"RWC Assignment" means that certain "Assignment of Water Supply Agreement City of Chicago and City of Joliet" by and among Chicago, Joliet and the Regional Water Commission which includes the amended and restated Water Supply Agreement, as further described in Section 22.2.

"RWC Assignment Notice" means the notice of the RWC Assignment to be given by Joliet to Chicago as described in Subsection 22.2.C.

"RWC IGA" means an intergovernmental agreement adopted by the members of the Regional Water Commission providing for the acquisition and operation jointly of a waterworks system and providing for a common source of water supply from Lake Michigan.

"RWCPA" means that certain "Preliminary Agreement Regarding Formation of a Regional Water Commission" dated February 22, 2022, by and among the Village of Channahon, the City of Crest Hill, the City of Joliet, the Village of Minooka, the Village of Romeoville, and the Village of Shorewood, as amended from time to time.

"RWC Resolution" means a resolution or resolutions, or ordinance or ordinances, of the Board of Commissioners of the Regional Water Commission.

"Second Rate Period" means the period from the date of the first Partial Delivery until the first December 31 occurring after the date of Initial Full Delivery.

"Second Rate Period Fraction" shall have the meaning given to such term in Subsection 17.3.A.

"Sewer Rate" means the number of dollars and whole cents charged to Joliet by Chicago per 1,000 gallons of wastewater discharged into the Chicago sewer system as provided in Article 18.

"South Tunnel Zone" means the subterranean tunnels below the land under Chicago which convey Water from the Eugene Sawyer Water Purification Plant and transmit Water to several pumping stations including the Southwest Pumping Station.

"Southwest Pumping Station" means Chicago's Southwest Pumping Station, located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652.

"Southwest Pumping Station Site" means the real property upon which the Southwest Pumping Station is located, a plat of survey, property index number or PIN, and legal description of which is as set forth in the Southwest Pumping Station Site Easement.

"Southwest Pumping Station Site Easement" means that certain Easement Agreement For Two (2) Permanent Easement and Seven (7) Temporary Easements At the City of Chicago Southwest Pumping Station Property from Chicago to Joliet.

"State" means the State of Illinois.

"State Water Allocation" means an allocation of Lake Michigan water granted by IDNR pursuant to the Level of Lake Michigan Act.

"Subcontractor" means any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor to perform work or supply materials or labor in relation to the Project Elements to be constructed by Joliet or Chicago.

"Subsequent Purchaser" means a purchaser of Water from Joliet on a wholesale basis, directly or indirectly, which purchaser is located outside of Joliet's corporate limits and is listed on Exhibit A. Purchasers of Water from Joliet on a wholesale but emergency basis shall not be considered Subsequent Purchasers.

"Substitute Chicago Financing" shall have the meaning given to such term in Section 9.3.

"Substitute Joliet Financing" shall have the meaning given to such term in Section 9.4.

"Suction Well" means that certain suction well to be installed as an underground reservoir on the Durkin Site and including all underground and above-ground structures, piping, and appurtenances necessary for the operation and maintenance of said Suction Well.

"Targeted Water Delivery Date" means January 1, 2030, unless otherwise mutually agreed by the Parties.

"Temporary Emergency Interconnection" means an Emergency Interconnection through facilities at a location to be identified and used on an interim basis.

"Term" means the Initial Term and any Renewal Terms.

"Termination" means a termination authorized pursuant to the terms of this Agreement.

"Termination Date" means the date of Termination of this Agreement pursuant to the terms of this Agreement.

"Then-Current LSPS Capacity" means the amount of Water that the Chicago Water System can provide to Joliet based on the IEPA Permitted Capacity of the Low Service Pump Station at a particular point in time.

"Third-Party Claim" means any Claim asserted against a Chicago Indemnified Party or Joliet Indemnified Party, as applicable, by any Person who is not a Party or an affiliate of such a Party.

"Transmission Main" means that certain water main and related appurtenances which is part of a complete system running from the Southwest Pumping Station Site to Joliet for the transmission of Water from Chicago to Joliet.

"Transmission Main-Chicago" means that certain portion of the Transmission Main and related appurtenances located within the Chicago corporate boundaries.

"Tunnel Connection" means that certain tunnel connection and related appurtenances located at the Southwest Pumping Station Site including a below-ground shaft and gates, for connecting the Tunnel Extension to the existing tunnel system of the Chicago Water System.

"Tunnel Extension" means that certain tunnel extension and related appurtenances

located at the Southwest Pumping Station Site between the Tunnel Connection extending to and serving as the suction for the Low Service Pump Station and including all below-ground shafts and gates for the construction and operation of said tunnel extension.

"Units of Service" means Annual Volume or Average Day Demand, Maximum Day Demand, Peak Hour Demand, and units of service for customer costs using an approach consistent with the M1 Manual.

"Water" means Lake Michigan water.

"Water Rate" means the number of dollars and whole cents charged to Joliet by Chicago per 1,000 gallons of Water provided to Joliet.

"Water Source Transfer Plan" means a plan prepared by Joliet to enable the transition by Joliet from well water to Water within Joliet's Water System in a manner complying with the requirements of the IEPA.

"Water System" means the Chicago Water System or the Joliet Water System, as indicated by the context.

"Water Year" shall mean a period of one year ending on September 30.

"Working Group" or "Working Groups" means one or more groups established by the Advisory Council pursuant to Subsection 24.2.G.

ARTICLE 4. TERM; RENEWAL

4.1. Initial Term. This Agreement shall be in force and effect for a period that shall begin on the Effective Date and end on December 31 of the year that is 100 years after the Effective Date, unless a shorter term is required by Law or a shorter term is mutually agreed by the Parties under this Agreement, or as otherwise provided in Article 6.

4.2. Renewal Terms. Chicago and Joliet agree that this Agreement will automatically renew for successive 10-year terms to the extent permitted by Law, unless (A) either Party provides to the other Party a notice of its intent not to renew this Agreement pursuant to Section 4.3, or (B) a longer or shorter period for any Renewal Term is mutually agreed by the Parties. Each such period is a Renewal Term. The Initial Term and any Renewal Terms are collectively referred to as the Term of this Agreement. Notwithstanding the provisions in this Article 4, the Parties do not intend this Agreement to be a perpetual contract under the Law.

4.3. Non-Renewal. Chicago and Joliet shall each provide notice to the other Party of its intent not to renew this Agreement for any Renewal Term not later than January 1 of the fifth calendar year before the end of the Initial Term or of any Renewal Term, as applicable. The notice shall state the date on which the notifying Party intends that this Agreement will terminate and shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

ARTICLE 5. AMENDMENTS DURING THE TERM

5.1. Amendment in Writing. Upon agreement of both Parties, provisions of this Agreement may be modified or amended during its Term. No amendment or modification of this Agreement shall be effective unless made in writing and approved and executed by both Parties.

5.2. Reopening of Agreement. Beginning [_____, 2073], Joliet shall have the right to reopen this Agreement by providing notice to Chicago of its intent to commence negotiations regarding the terms of this Agreement.

A. Notice. Notice that Joliet is exercising its right to reopen this Agreement shall include the proposed subject matter of the amendment or amendments to, and the potentially affected provisions of, this Agreement. The notice shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

B. Negotiations Upon Reopening. If Joliet exercises its right to reopen this Agreement, Joliet and Chicago shall promptly commence negotiations towards determination of the proposed amendment or amendments, including holding a meeting of the Parties not more than thirty (30) days after Chicago's receipt of notice from Joliet. The Parties agree to negotiate in good faith and to promptly conduct the negotiations, including attending and participating in meetings and responding to proposals from the other Party until resolution is reached. Such negotiations shall be limited to consideration of the subject matter of the amendment or amendments to this Agreement proposed in the notice submitted by Joliet. However, Chicago may propose consideration of other amendments it believes are directly related to the impact of Joliet's amendments on other portions of this Agreement. If Joliet agrees with Chicago that Chicago's proposed amendments are directly related, then, to that extent, Joliet will agree to include in the negotiations Chicago's proposed amendments. Negotiations pursuant to this Section 5.2 may result in an agreement that no change should be made in this Agreement.

5.3. Amendments to Attachments A and B and Exhibit A. The Parties agree that during the Term, Attachment A and Attachment B, and Exhibit A shall be updated from time to time pursuant to the provisions of this Agreement.

ARTICLE 6. TERMINATION

6.1. Early Termination by Joliet. Prior to the first to occur of the first Partial Delivery of Water or January 1, 2032, unless otherwise mutually extended, Joliet may terminate this Agreement by giving thirty (30) days' notice to Chicago if, following Joliet's good faith efforts, Joliet reasonably determines that:

A. not all of the real estate necessary to receive the first Partial Delivery of Water pursuant to this Agreement (including, but not limited to, construction of the New Water Supply Infrastructure) can be obtained on mutually acceptable terms with owners of, or other Persons with an interest in, the real estate, or

B. if Joliet cannot procure sufficient financing as described in Article 9.

The notice shall state the reason for the early termination and describe the basis for Joliet's determination that it cannot obtain the real estate or financing described above, as applicable, and shall state the date on which Joliet intends the termination will be effective. Joliet may not terminate this Agreement for the reasons provided in this Section 6.1 after the earlier of the date of the first Partial Delivery by Chicago to Joliet or January 1, 2032.

6.2. Early Termination – Payment of Chicago Costs. In the event that Joliet terminates this Agreement pursuant to and within the time specified in Section 6.1, or Chicago terminates this Agreement pursuant to and within the time specified in Section 6.4, Joliet shall reimburse Chicago for the categories of out-of-pocket costs itemized in Subsections 6.2.A through 6.2.F and unanticipated costs as provided in Subsection 6.2.G that are reasonably incurred by Chicago in connection with the design and construction of the New Water Supply Infrastructure in Chicago

(which shall not include the cost of internal Chicago personnel) during the period between (and including) March 17, 2021 and the date of such early termination by Joliet. With respect to costs incurred by Chicago during the period from Chicago's receipt of such Termination notice through the Termination Date, Joliet will reimburse Chicago only for those costs necessary in connection with the Termination of this Agreement and fulfilling the obligations of this Agreement up until the Termination Date.

A costs for professional services for design and field investigation and construction management on the Southwest Pumping Station Site in connection with the Tunnel Connection;

B. costs for professional services for coordination by Chicago with Joliet on the design and construction management of the rest of the Project Elements to be located on the Southwest Pumping Station Site and the Durkin Site;

C. costs in connection with any construction related to the Tunnel Connection, the Tunnel Extension, the Chicago Service Valve and the Low Service Pump Station and costs reasonably necessary to (1) bring ongoing construction of these Project Elements to a safe and orderly conclusion, (2) eliminate any safety hazards related to construction of these Project Elements, and (3) restore any infrastructure or the real property on which the construction of these Project Elements is located to the condition the infrastructure or the real property was in, immediately prior to the start of the construction at the reasonable discretion of Chicago. Such costs shall include (i) any reasonable legal fees and expenditures incurred by outside counsel retained by Chicago, (ii) disposition costs under Article 7 that are incurred by Chicago to the extent Joliet has not paid for such costs, and (iii) other reasonable fees and costs, such as engineering studies and reports, document recordation and appraisals, relating to termination of any easements or real property leases;

D. costs in connection with Chicago seeking or obtaining financing for the Tunnel Connection, Tunnel Extension, Low Service Pump Station, and Chicago Service Valve;

E. costs of debt service allocable under generally acceptable accounting standards to the financing for the Tunnel Connection, Tunnel Extension, Low Service Pump Station, and Chicago Service Valve and incurred by Chicago for the purposes described in Subsection 6.2.C, such as interest payments on a line of credit or other financing instruments, trustee fees and other administrative fees during the term of said financing. Upon early termination by Joliet, Chicago agrees that "costs of debt service allocable" will not include interest or fees on or related to funds borrowed by Chicago for the purposes described in Subsection 6.2.C, but not used for those purposes;

F. costs for professional services reasonably related to the preparation and negotiation of Article 17 and the Cost of Service Study, as applicable to Joliet and other costs for professional services reasonably related to the preparation and negotiation of this Agreement. Costs referred to in this Subsection 6.2.F are reimbursable by Joliet to Chicago so long as the services or the product of the services for which such costs were incurred are not useful to Chicago in connection with agreements with any other then-current or potential Chicago Wholesale Customers; and

G. costs (i) that are not otherwise itemized in this Section 6.2 and (ii) that are or were unanticipated by Chicago and (iii) that are reasonably related to this Agreement and its early termination by Joliet pursuant to Article 6. If Chicago believes it is incurring or will incur any such costs, Chicago shall notify Joliet of each type or category of costs and an estimate of the expected amount of costs in each type or category for a calendar year not later than March 31 of the following calendar year.

6.3. Joliet Early Termination Option After 50 Years. Chicago and Joliet agree that this Agreement may be terminated by Joliet, for any reason in its sole discretion, at any time during the Term so long as said termination occurs after the end of the first fifty (50) years of the Initial Term. Joliet shall notify Chicago of Joliet's intent to terminate this Agreement pursuant to this Section 6.3 not later than January 1 of the fifth (5) calendar year before the date on which Joliet intends that this Agreement be terminated and specify the date of termination. The notice shall be given via Certified Mail and, if desired by the Parties, may also be given by electronic communications, such as facsimile or email.

6.4. Chicago Termination for Non-Completion. Chicago may terminate this Agreement if (i) Joliet has entered into a contract to secure water on a non-emergency basis from an alternative water source other than Chicago, or, (ii) the first Partial Delivery has not occurred by December 31, 2048, or a later date as mutually agreed due to Joliet's failure to complete the construction of the New Water Supply Infrastructure (other than the Tunnel Connection). In the event of a termination by Chicago under this Section 6.4, Chicago is entitled to repayment of the costs incurred by Chicago and described in Section 6.2 and the remedy of disposition of any existing Joliet Water Supply Infrastructure pursuant to Article 7.

6.5. Termination for Default. This Agreement may be Terminated by either Party for Default by the other Party as a remedy under and pursuant to the requirements of Article 20. In order to Terminate for Default, the Party exercising the remedy shall provide the Defaulting Party with a notice of Termination providing that the date of Termination shall be no earlier that ninety (90) days after receipt of the Termination notice by the Defaulting Party. Said 90-day period shall not constitute a Cure Period under Section 20.5 or Section 20.15. During the 90-day period before the date of Termination, Chicago shall not suspend or cease delivery of Water to Joliet and Joliet shall continue to be obligated to pay for Water pursuant to Article 17.

ARTICLE 7. DISPOSITION OF JOLIET NEW WATER SUPPLY INFRASTRUCTURE

7.1. Disposition of Joliet New Water Supply Infrastructure—In General. In the event of Termination or non-renewal of this Agreement, disposition of the Joliet New Water Supply Infrastructure shall be subject to the following provisions as well as Sections 7.5, 7.6 and 7.7:

A. Disposition of those portions of the Joliet New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or other real property owned by Chicago within the Chicago corporate boundaries (other than public right-of-way) shall be governed by Section 7.2;

B. Disposition of those portions of the Joliet New Water Supply Infrastructure located in the public right-of-way in Chicago shall be governed by Section 7.3; and

C. Disposition of those portions, if any, of the Joliet New Water Supply Infrastructure located on either real property owned by Joliet or property owned by a third party (other than Chicago Park District) upon which Joliet has legal rights to locate a portion of the Joliet New Water Supply Infrastructure within the Chicago corporate boundaries shall be governed by Section 7.4.

For the purposes of this Article 7, Joliet New Water Supply Infrastructure includes construction work in progress.

7.2. Southwest Pumping Station Site, Durkin Site and Other Chicago-Owned Real Property. In the event of Termination or non-renewal of this Agreement, Chicago shall have the right to determine, in its sole discretion, the disposition of those portions of the Joliet New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or any other

real property owned by Chicago within the Chicago corporate boundaries (other than public right-of-way):

A. Within sixty (60) days following delivery of notice of non-renewal pursuant to Section 4.3 or Termination pursuant to Article 6, Chicago and Joliet shall promptly meet and confer to discuss the disposition of such portions of such Joliet New Water Supply Infrastructure and shall continue to meet as necessary to address matters pertaining to such disposition and related procedures prior to the last day of the Term.

B. Not less than eighteen (18) months prior to the last day of the Term**,** Chicago shall notify Joliet as to whether each Project Element (or portion thereof) of such Joliet New Water Supply Infrastructure shall be:

i. abandoned in place;

ii. sold to Chicago or its designee;

iii. removed; or

iv. as mutually agreed by the Parties, disposed of in some other manner.

C. Notice by Chicago pursuant to Subsection 7.2.B:

i. shall specify the methods of disposition, which may be the same or different for each Project Element (or portion thereof) of the Joliet New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or other real property owned by Chicago within the Chicago corporate boundaries (other than public right-of-way); and

ii. shall specify the identity of the buyer(s), if known, and the applicable price(s) for those portions of the Joliet New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or other real property owned by Chicago within the Chicago corporate boundaries (other than public right-of-way) to be sold to Chicago, or its designee. Any price to be specified by Chicago for a sale shall be subject to the requirements of Section 7.6.

7.3. Public Right-of-Way. In the event of Termination or non-renewal of this Agreement, Joliet shall have the right to determine, with respect to those portions of the Joliet New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries, whether such portions thereof are to be abandoned in place except as provided in Subsection 7.3.C:

A. Within sixty (60) days following delivery of notice of non-renewal pursuant to Section 4.3 or Termination pursuant to Article 6, Chicago and Joliet shall meet and confer to discuss the potential abandonment in place of the Joliet New Water Supply Infrastructure and shall continue to meet as necessary to address matters pertaining to such abandonment and related procedures, and pertaining to any other disposition determined pursuant to this Section 7.3 and related procedures, by which such abandonment or disposition shall be effected.

B. Not less than eighteen (18) months prior to the last day of the Term, Joliet shall notify Chicago if Joliet is exercising its right to abandon in place some or all of those portions of such Joliet New Water Supply Infrastructure, identifying in the notice the locations of the public rights-of-way in which portions of the Joliet New Water Supply Infrastructure will be abandoned

in place.

C. In the event that:

i. one or more Project Elements (or portions thereof) are to be sold to Chicago or a designee of Chicago pursuant to Section 7.2;

ii. the Project Elements (or portions thereof) will be used by Chicago or its designee to provide Water service to Chicago, another Chicago Customer or a potential Chicago Customer; and

iii. Chicago determines that it requires and will use one or more portions of the Joliet New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries in order to provide Water service to Chicago, another Chicago Customer or a potential Chicago Customer;

then Chicago shall have the first right to purchase those portions identified in the notice described in the following sentence. If Chicago makes such a determination, it shall include notice of its determination within, or concurrent with, its notice to Joliet required pursuant to Subsection 7.2.C and shall specify which portions of Joliet New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries are required by Chicago for the purposes described in paragraphs ii and iii of this Subsection 7.3.C. Any price for such a sale to Chicago shall be subject to the requirements of Section 7.6. Chicago's right to purchase such portions under this Subsection 7.3.C takes priority over Joliet's right to abandon in place those portions; however, if such a sale does not occur, then Joliet may exercise its right to abandon in place such portions of the Joliet New Water Supply Infrastructure within one hundred and eighty (180) days after notice is received from Chicago that Chicago will not purchase any such portions.

D. If Joliet does not provide notice to Chicago as described and within the time specified in Subsection 7.3.B, or the notice provided by Joliet to Chicago does not exercise Joliet's right to abandon in place all of the portions of the Joliet New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries, then Chicago shall have the right to determine, in its sole discretion, whether all or any of such portions of the Joliet New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries as to which Joliet has not exercised its right to abandon in place, shall be:

i. abandoned in place;

ii. sold to Chicago or its designee;

iii. removed; or

iv. as mutually agreed by the Parties, disposed of in some other manner.

E. In order to exercise its right under Subsection 7.3.D to those portions of the Joliet New Water Supply Infrastructure to which Subsection 7.3.D applies, Chicago shall provide notice to Joliet of its determination under Subsection 7.3.D, not more than six (6) months after Joliet's deadline under Subsection 7.3.B, which notice by Chicago:

i. shall specify the methods of disposition, which may be the same or different for each Project Element (or portion thereof) located in the public right-of-way in Chicago to which Subsection 7.3.D applies; and

ii. shall specify the identity of the buyer(s), if known, and the applicable price(s) for those portions of the Joliet New Water Supply Infrastructure to which Subsection 7.3.D applies to be sold to Chicago, or its designee. Any price to be specified by Chicago for a sale shall be subject to the requirements of Section 7.6.

7.4. Real Property and Real Property Rights Owned by Joliet within Chicago. In the event of Termination or non-renewal of this Agreement and any portion of the Joliet New Water Supply Infrastructure is located on real property either owned by Joliet or owned by a third party (other than the Chicago Park District) and Joliet holds an easement, lease, license or similar interest therein, all located within the Chicago corporate boundaries (and not located on property governed by Sections 7.2 and 7.3), then the following will apply.

A. If Chicago, another Chicago Customer, or a potential Chicago Customer intends to use all or any portion of such Joliet New Water Supply Infrastructure to provide Water service to Chicago, another Chicago Customer, or a potential Chicago Customer, then Chicago (for itself another Chicago Customer, or a potential Chicago Customer) shall have the right to acquire by purchase from Joliet:

i. the (a) Joliet New Water Supply Infrastructure located on real property owned by Joliet, if any, that is located within the Chicago corporate boundaries and (b) real property owned by Joliet on which that portion of the Joliet New Water Supply Infrastructure is located; and

ii. the (a) Joliet New Water Supply Infrastructure located on real property owned by a third party (other than the Chicago Park District) for which Joliet holds an easement, lease, license or similar interest (to the extent assignable) and located within the Chicago corporate boundaries (and not located on property governed by Sections 7.2 and 7.3) and (b) easement, lease, license or similar interest held by Joliet upon real property owned by a third party (other than the Chicago Park District (to the extent assignable) on which that portion of the Joliet New Water Supply Infrastructure is located.

B. Within sixty (60) days following delivery of notice of non-renewal pursuant to Section 4.3 or Termination pursuant to Article 6, Chicago and Joliet shall promptly meet and confer to discuss the potential purchase by Chicago (for itself, another Chicago Customer or a potential Chicago Customer) from Joliet of such portions of the Joliet New Water Supply Infrastructure and Joliet's real property or easement, lease, license or similar rights to use the real estate (to the extent assignable) on which such portions are located, and shall continue to meet as necessary to address matters pertaining to such purchase prior to the last day of the Term.

C. The price for a sale by Joliet to Chicago (for itself, another Chicago Customer, or a potential Chicago Customer) under this Section 7.4 shall be determined pursuant to the requirements of Section 7.6.

D. Not less than eighteen (18) months prior to the last day of the Term, Chicago shall notify Joliet whether Chicago (for itself, another Chicago Customer, or a potential Chicago Customer) desires to purchase the portions of the Joliet New Water Supply Infrastructure and related real property described in Subsection 7.3.A for the purpose described in Subsection 7.3.A, at the price determined pursuant to Subsection 7.3.C.

7.5. Schedule.

A. The disposition of the Joliet New Water Supply Infrastructure located in Durkin Park that requires the performance of construction activity or other physical work shall be

completed by Joliet to the satisfaction of Chicago within five (5) years after the later to occur of (i) the last day of the Term or (ii) the last day on which Chicago delivers Water to Joliet through the Point of Demarcation (unless Chicago and Joliet agree to a later date). Any disruption of the use of Durkin Park for park purposes during disposition shall not exceed two (2) years within this five (5) year period.

B. The disposition of Joliet New Water Supply Infrastructure not located in Durkin Park that requires the performance of construction activity or other physical work pursuant to Sections 7.2 through 7.3 shall be completed by Joliet to the satisfaction of Chicago within five (5) years after the later to occur of (i) the last day of the Term or (ii) the last day on which Chicago delivers Water to Joliet through the Point of Demarcation (unless Chicago and Joliet agree to a later date). In addition, any disposition work in a portion of public right-of-way within Chicago corporate boundaries shall be completed in a timely manner so as to minimize disruption of the public's use of that portion of the public right-of-way.

C. The purchase or transfer of any portion of the Joliet New Water Supply Infrastructure and related real property or real property interests, if any, pursuant to this Article 7 shall be completed within one (1) year after the later to occur of (i) the last day of the Term or (ii) the last day on which Chicago delivers Water to Joliet through the Point of Demarcation (unless Chicago and Joliet agree to a later date).

7.6. Applicable Standards and Conditions.

A. All disposition procedures with respect to the Joliet New Water Supply Infrastructure that requires the performance of construction activity or other physical work by Joliet shall be conducted by Joliet in accordance with applicable Laws. All dispositions involving modification to real property shall include the restoration of said real property to Chicago's specifications. In addition, the method and procedures used shall be reasonable and consistent with the then-current standard used by Chicago for similar facilities owned by Chicago. If Chicago has no then-current standard, then the disposition shall be consistent with then-current industry standards. If the disposition is of construction work in progress by Joliet on the Joliet New Water Supply Infrastructure, the disposition shall include (i) bringing any ongoing construction or modification of such Joliet New Water Supply Infrastructure being constructed or modified to a safe and orderly conclusion and (ii) eliminating safety hazards related to any ongoing construction or modification of said Joliet New Water Supply Infrastructure.

B. Joliet shall be responsible for obtaining and ensuring that all Contractors and Subcontractors obtain, all applicable approvals, permits and authorizations necessary for disposition of the Joliet New Water Supply Infrastructure that requires the performance of work by Joliet from applicable local, State and federal agencies. Chicago will cooperate with Joliet and its Contractors and Subcontractors to enable Joliet to obtain, and will not unreasonably withhold, all Chicago approvals, permits and authorizations. Chicago will cooperate with Joliet and its Contractors and Subcontractors to enable Joliet to obtain all approvals, permits and authorizations necessary from other local, State and federal agencies with jurisdiction.

C. Compensation for the sale of a Project Element (or portion thereof) shall be determined as follows:

i. Except as otherwise provided in Subsection 7.6.D , if the Project Element (or portion thereof) is to be sold to Chicago or a designee of Chicago and the Project Element will be used by Chicago or its designee to provide Water service to Chicago, another Chicago Customer or a potential Chicago Customer, then Joliet shall receive compensation for the sale of the portion of the Project Element, which will be determined

by a valuation determined based on one or more appraisals performed by appraisers or other qualified professionals designated by one or both of the Parties, which appraisers or other qualified professionals shall have experience in valuation of the type of Project Element (or portion thereof) to be sold.

ii. If the Project Element (or portion thereof) is to be sold to Chicago or a designee of Chicago and the Project Element (or portion thereof) will be used by Chicago or its designee for uses other than to provide Water service to Chicago, a Chicago Customer, or a potential Chicago Customer, then Joliet shall receive compensation for the sale of the Project Element (or portion thereof) at a price specified by Chicago in its sole discretion.

iii. If the Project Element (or portion thereof) is to be sold to Chicago or a designee of Chicago pursuant to Section 7.4, then the value of the real property owned by Joliet or easement, lease, license or similar interest held by Joliet shall be determined based on one or more real estate appraisals performed by appraisers who have received an MAI designation by the Appraisal Institute (or a similar certification) and are designated by one or both of the Parties.

D. Nothing in this Article 7 precludes Joliet from soliciting for and providing a proposal to Chicago that all or a portion of the Joliet New Water Supply Infrastructure be sold by Joliet to another then-current or potential Chicago Wholesale Customer at a price agreed upon between Joliet and Joliet's proposed purchaser. In such an instance, the following will apply:

i. Joliet shall notify Chicago about the proposal and its terms not less than twenty-four (24) months prior to the last day of the Term.

ii. Chicago shall review and discuss the proposal with Joliet prior to determining, in Chicago's sole discretion, whether to approve or reject the proposal presented by Joliet.

iii. Chicago shall notify Joliet of its acceptance or rejection of the proposal not less than eighteen (18) months prior to the last day of the Term.

iv. If Chicago rejects such proposal, disposition of that portion of the Joliet New Water Supply Infrastructure subject to the proposal shall be subject to the terms of Sections 7.2, 7.3 or 7.4, as applicable.

v. If the disposition method is sale to Chicago or its designee, the sale price shall be determined pursuant to Subsection 7.6.C.

vi. After the sale of the portion of the Joliet New Water Supply Infrastructure to Chicago, if during the Resale Period:

a. Chicago sells that portion of the Joliet New Water Supply Infrastructure identified in Joliet's proposal to the purchaser identified in Joliet's proposal; and

b. the purchase price identified in Joliet's proposal is greater than the amount paid by Chicago to Joliet pursuant to Subsection 7.6.C,

then Chicago shall pay to Joliet an additional amount to be known as the "Payable Supplemental Amount".

vii. The Initial Supplemental Amount shall be the amount of the purchase price identified in Joliet's proposal minus the purchase price paid by Chicago to Joliet. The Payable Supplemental Amount shall be the amount due from Chicago to Joliet and shall be calculated as follows:

a. During the first year of the Resale Period, the Payable Supplemental Amount shall be ninety-four and one-tenth percent (94.1%) of the Initial Supplemental Amount.

b. During the last year of the Resale Period, the Payable Supplemental Amount shall be five and nine-tenths percent (5.9%) of the Initial Supplemental Amount.

c. During each of the other years of the Resale Period, the Payable Supplemental Amount shall be a percentage of the Initial Supplemental Amount, which shall decrease each year from the immediately preceding year by an amount equal to five and nine-tenths percent (5.9%).

viii. The Payable Supplemental Amount shall be paid to Joliet within sixty (60) days after the receipt of the sale proceeds by Chicago from the purchaser identified in Joliet's proposal.

ix. If the purchase price identified in Joliet's proposal is not greater than the amount paid by Chicago to Joliet pursuant to Subsection 8.6.C, no amount shall be payable by Chicago to Joliet. If Chicago shall sell to a purchaser not identified in Joliet's proposal, no Payable Supplemental Amount shall be payable by Chicago to Joliet.

E. If the disposition of any Project Element (or portion thereof) of the Joliet New Water Supply Infrastructure is by any method other than removal, Joliet will convey its right, title and interest in such Project Element (or portion thereof) to Chicago or its designee by bill of sale in a form acceptable to Chicago, or its designee, as well as any easement, lease, license, or similar right (to the extent it is assignable) required by Section 7.4 in a form acceptable to Chicago or its designee. Any conveyance involving abandonment in place will be promptly following completion of the abandonment in place by Joliet. All conveyances will be in "as is, where is" condition with no warranties or guarantees. Upon conveyance, Joliet will have no further responsibility or liability for the Project Element (or portion thereof) conveyed.

F. Joliet's performance of any removal or abandonment in place of any portion of the Joliet New Water Supply Infrastructure shall be performed in a manner that shall not result in any damage to:

i. the Chicago Water System in the vicinity of the removal or abandonment in place work being performed;

ii. water infrastructure not owned by Chicago but located within the Chicago corporate boundaries in the vicinity of the removal or abandonment in place work being performed; or

iii. any portion of the Joliet New Water Supply Infrastructure to be conveyed to Chicago or its designee pursuant to this Agreement.

iv. Include any environmental remediation of the Joliet New Water Supply Infrastructure known to Joliet at the time of conveyance or expected as a result of the abandonment in place or removal.

G. If the entire Project Element is to be disposed of by removal or abandonment in place, Joliet shall have the right to salvage portions of, and items within, that Project Element. If the Project Element (or portion thereof) will be repurposed for a use other than reuse as a water transmission or distribution facility, then Joliet will have the right to salvage portions of, and items within, that Project Element (or portion thereof) related to the provision of water service, subject to Chicago's approval, which shall not be unreasonably withheld.

H. The costs of all disposition procedures for the Joliet New Water Supply Infrastructure, including permits and filing fees (but not amounts for any purchases by Chicago or its designee), shall be paid by Joliet.

I. Insurance coverage requirements with respect to the disposition of the Joliet New Water Supply Infrastructure shall be as provided in Article 21.

J. If the tax-exempt bonds, financing, or debt obligations of either Party for the construction of the New Water Supply Infrastructure remain outstanding at the Termination of this Agreement, either Party shall not cause the transfer or sale of any portion of the New Water Supply Infrastructure to any third party if such transfer or sale would cause tax-exempt bonds, financing, or debt obligations to lose their tax-exempt status under the Internal Revenue Code, unless mutually agreed to by both Parties.

7.7. Article 7 to Survive Termination. This Article 7 shall survive Termination of this Agreement.

ARTICLE 8. DESIGN AND CONSTRUCTION OF NEW WATER SUPPLY INFRASTRUCTURE

8.1. General; Scope. In order to enable Chicago to deliver and Joliet to receive Water from Chicago, certain New Water Supply Infrastructure will be required. Article 8 applies only to the initial design and construction of the New Water Supply Infrastructure and assigns responsibility for various roles in connection with the design and construction of various portions of the New Water Supply Infrastructure to each of the Parties.

8.2. New Water Supply Infrastructure in Chicago. The Parties shall coordinate in the design and construction of the following Project Elements of the New Water Supply Infrastructure that are located within the Chicago corporate boundaries:

A. The Chicago New Water Supply Infrastructure, which consists of the following:

i. Tunnel Connection;

ii. Tunnel Extension;

iii. Low Service Pump Station; and

iv. Chicago Service Valve.

B. Joliet New Water Supply Infrastructure, which consists of the following:

i. Meter Vault;

ii. Suction Well;

iii. High Service Pump Station; and

iv. Transmission Main-Chicago.

8.3. Design of, and Construction-Related Engineering Services for, the New Water Supply Infrastructure in Chicago. The Parties agree that the design review process in Section 8.6 will establish the mutually agreed-upon specifications and drawings which will be included in the Construction Contract for a Project Element and subject to Change as provided in Section 8.11. The Construction Contract will establish the basis for the Design Intent for the Project Element.

A. By Chicago. Chicago shall be responsible for and shall complete the design, permitting, procurement process, construction and Construction-Related Engineering Services for the following Project Element: Tunnel Connection.

B. By Joliet. Joliet shall be responsible for and shall complete the design, permitting, procurement process, construction and Construction-Related Engineering Services for the following Project Elements: Tunnel Extension, Low Service Pump Station, Chicago Service Valve, Meter Vault, Suction Well, High Service Pump Station, and Transmission Main-Chicago.

8.4. Schedule and Milestones for Completion of New Water Supply Infrastructure in Chicago.

A. Overall Schedule and Milestones. The Parties agree that they will, promptly after the Effective Date, establish a schedule of completion dates for design, construction and commissioning of the Parties' respective Project Element(s) and milestones, based on the need for the provision of Water by Chicago to Joliet by the Targeted Water Delivery Date ("Completion Schedule"). The Parties agree to collaborate on the phasing of the Project Elements to allow for Water to be provided to Joliet by the Targeted Water Delivery Date. Joliet recognizes that completion of the Tunnel Extension must occur in a sufficient timeframe to allow for construction of the Tunnel Connection. Chicago recognizes that completion of the Tunnel Connection construction must be completed in a timeframe to allow for Joliet's completion of the Joliet Project Elements. Joliet shall periodically notify Chicago of the status of construction of and the associated milestones for Project Elements other than the Tunnel Connection. Chicago shall periodically notify Joliet of the status of construction and associated milestones for the Tunnel Connection. The Parties agree to meet and confer on a periodic basis regarding progress toward completion of their respective Project Element(s). Each Party shall work in good faith and endeavor to meet the design, construction and commissioning milestone dates for each of the Project Elements for which said Party is responsible for designing, constructing, and providing under this Agreement. Milestones for each Project Element shall include, without limitation, conceptual design (10%), preliminary design (30%), final design (60%, 90%, 100%), bidding, contract award, construction (issuance of notice to proceed, substantial completion, final completion), start-up, commissioning, and final acceptance.

B. Notice of Delay of the Completion Schedule for the Project Elements. Joliet shall notify Chicago of any delay or anticipated delay in the completion of the Project Elements other than the Tunnel Connection, and Chicago shall notify Joliet of any delay or anticipated delay in the completion of the Tunnel Connection. These notices shall include at least the following information:

i. the reason for the delay;

ii. the steps to be taken to resolve the delay;

iii. the anticipated new date for completion of the subject Party's Project Element, as applicable;

iv. the impact on the Completion Schedule; and

v. the impact on the Parties' ability to provide Water by the Targeted Water Delivery Date.

Upon receipt of such a notice by a Party from the other Party, the Parties shall promptly meet and work together in good faith to address the reasons for the delay, and identify proposed and potential steps that can be taken to resolve the delay, in order to allow completion of the affected Project Element as near in time as possible to the date for completion of the Tunnel Connection or any of the other Project Elements, as applicable, and to enable the delivery and receiving of Water by the Targeted Water Delivery Date. The Parties will coordinate and work in good faith to not cause any unreasonable delays in the Completion Schedule.

8.5. Design Preferences and Roles of the Parties for New Water Supply Infrastructure in Chicago. Chicago and Joliet shall each be responsible for the planning and design of certain Project Elements, as described in Section 8.3 and agree that they will collaborate with each other in the design of both the Chicago New Water Supply Infrastructure and the Joliet New Water Supply Infrastructure. Chicago and Joliet's Design Preferences will be reasonable and consistent with the current standards respectively used by Chicago and Joliet for similar facilities and if Chicago or Joliet has no current standard, then each Party's Design Preferences shall be consistent with current industry standards. All Project Elements shall be constructed in compliance with applicable Laws. The table in Exhibit C establishes the Party whose Design Preferences will govern for each Project Element, and the role of each Party in the planning and design of each Project Element.

8.6. Review Process for Design of Project Elements in Chicago.

A. Primary Key Representative. Each Party shall designate a primary key representative for the review process and to participate in the meetings under this Section 8.6. Either Party shall notify the other Party of any change in its primary key representative.

B. Meetings. The Parties agree to meet on a biweekly basis, at a minimum, during the planning and design phase for technical coordination, unless otherwise mutually agreed. The Parties agree to participate and have appropriate representation in attendance in order to facilitate coordination efforts.

C. Review Process, Timeframes and Milestones. To facilitate the review process, the Parties will comply, to the best of their ability with the review process, timeframes and milestones established in Exhibit D for review of design submittals for each of the Project Elements, subject to each Party receiving from the other Party the information necessary to complete its tasks in a timely manner.

8.7. Site Access During Design. During design of the Project Elements, access to the Southwest Pumping Station and Durkin Site will be required for field investigations. Access will be subject to the terms of any easement agreements or other agreements in place that apply to such access, and any additional permitting required for site access during design based on the type of field investigation being performed as well as the site on which it will be performed. Joliet and Chicago will work together to expedite site access permitting to prevent schedule delay.

A. For field investigations at the Southwest Pumping Station Site:

i. For field investigations that do not require excavation, such as surveying, notice of the proposed field investigations must be provided to Chicago at least

forty-eight (48) hours in advance. Notice will include the names, driver's license numbers and mobile phone numbers of individuals that will be onsite as well as the anticipated dates and times access is required. Chicago will coordinate access for those individuals including designating a CDWM representative to meet the individuals onsite.

ii. For field investigations that require excavation, such as geotechnical borings, and an easement agreement is in place, the terms of the easement agreement will govern. If no easement agreement is in place, Joliet shall notify Chicago at least thirty (30) Business Days in advance and a right of entry agreement will be developed between the Parties to detail the requirements for access.

B. For field investigations at the Durkin Site:

i. For field investigations that do not require excavation, such as surveying, notice of the proposed field investigations must be provided to Chicago and CPD at least forty-eight (48) hours in advance. Notice will include the names, driver's license numbers and mobile phone numbers of individuals that will be onsite as well as the anticipated dates and times access is required. CPD will coordinate access for those individuals which may include designating a CPD representative to meet the individuals onsite.

ii. For field investigations that require excavation, such as geotechnical borings, and an easement agreement is in place, the terms of the easement agreement will govern. If no easement agreement is in place, Joliet shall notify Chicago and CPD at least thirty (30) Business Days in advance and a right of entry agreement will be developed between the Parties to detail the requirements for access.

8.8. Permits and Approvals for New Water Supply Infrastructure in Chicago.

A. Responsibility for Obtaining Permits and Approvals. Each Party responsible for the design and permitting of, and the procurement process, construction and Construction-Related Engineering Services for, a Project Element of the New Water Supply Infrastructure as provided in Section 8.3 shall obtain, and ensure that all of its Contractors obtain, all applicable design and construction approvals, permits and authorizations necessary for such Party's respective components of the design and construction of each such Project Element from such local, State and federal agencies, including but not limited to the IEPA, as have jurisdiction over the real estate on which such Project Element is located and the work to be performed in connection with such Project Element. A table itemizing the Project Elements and the roles of each Party in connection with obtaining key permits from the IEPA and Chicago is included in Exhibit E. In order to facilitate obtaining necessary permits and approvals from Chicago, Chicago shall provide to Joliet a list of all permits and approvals necessary for each Project Element (other than the Tunnel Connection) which list shall be updated from time to time.

B. Coordination. Chicago shall coordinate and collaborate with Joliet, and support and assist Joliet in its efforts, to obtain any approvals, permits and authorizations necessary for the construction and operation of the Project Elements (other than the Tunnel Connection) located within Chicago, and Joliet will coordinate and collaborate with Chicago in its efforts to obtain any approvals, permits and authorizations necessary for the construction and operation of the Tunnel Connection**.**

C. Chicago Fees. Chicago shall charge Joliet only the applicable standard fees under the Municipal Code of Chicago in connection with any permits, approvals and other items required to design, construct, maintain and repair the Project Elements for which Joliet is responsible under

this Agreement.

8.9. Procurement, Bidding and Contracting. The bidding and contractor selection process, awarding of contracts and other procurement activities for each of the Project Elements located on the Southwest Pumping Station Site or the Durkin Site shall be handled by the Party listed on Exhibit E for that Project Element. The Parties agree that Joliet may use the alternate delivery method known as "construction-manager-at-risk" ("CMAR") for some or all of the Project Elements primarily located on the Southwest Pumping Station Site or the Durkin Site for which Joliet is listed as the responsible Party.

A. Applicable Procurement and Bidding Requirements.

i. Joliet agrees that when it is contracting for any design or construction of the Project Elements and appurtenances located on the Southwest Pumping Station Site or the Durkin Site, Joliet shall conduct the bidding and Contractor selection process including but not limited to the CMAR process and requirements for, and award of, those contracts pursuant to the laws applicable to Joliet and in compliance with the requirements of Articles III through and including IX of Chapter 2-92 of the Municipal Code of Chicago, including without limitation, the Chicago resident construction worker employment requirements under Section 2-92-330 *et seq*. of the Municipal Code of Chicago and the minority-owned ("MBE") and women-owned ("WBE") business enterprise procurement program under Section 2-92-420 *et seq.* of the Municipal Code of Chicago, including the minimum MBE participation goal of twenty-six percent (26%) and minimum WBE participation goal of six percent (6%) of the total contract value to the extent that the requirements do not conflict with any laws applicable to Joliet**.**

ii. Because the utilization of Certified Firms is essential to the economic vitality of Chicago, if (1) there is a shortfall of the contract participation goals stated in this Subsection 8.9.A(ii), and (2) Joliet or its Contractor has not made a convincing showing that it made good faith efforts to correct the shortfall in connection with said goals, then Chicago will have been harmed in a manner difficult to quantify. Therefore, the Parties agree that in the event of such a shortfall, Chicago may impose upon Joliet or its Contractor a sanction or remedy as provided in Section 2-92-740 of the Municipal Code of Chicago, provided however that Chicago may not impose any such sanction or remedy from both Joliet and its Contractor for the same violation. Any financial remedy paid to Chicago by Joliet or its Contractor under this Subsection 8.9.A(ii) will be placed into a fund to be utilized for support of Chicago's contracting equity and workforce development programs, and related uses.

iii. Furthermore, if there are significant or continuing shortfalls in participation of Certified Firms for the design and construction of a Project Element for which Joliet is responsible, Chicago may exercise a right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable.

iv. Joliet will prepare documents in compliance with Chicago procurement requirements and goals for Project Elements and appurtenances located on the Southwest Pumping Station Site or the Durkin Site. Joliet agrees to comply and cause its Contractor and/or CMAR to comply with said requirements and goals and will require the Contractor and/or CMAR to require any and all Subcontractors or subsidiary Contractors to comply with these requirements and goals. In the event of a conflict between these requirements and goals and the requirements of any grant, loan or other financing being used by Joliet for the New Water Supply Infrastructure, the Parties agree to work in good faith to reach a resolution that will be consistent with Chicago's procurement goals while

not jeopardizing Joliet's financing for the New Water Supply Infrastructure.

B. Compliance with Applicable Requirements. Joliet and DWM shall coordinate with respect to the requirements in Subsection 8.9.A are complied with for contracting for construction of the Project Elements located on the Southwest Pumping Station Site or the Durkin Site. Joliet shall provide Chicago with copies of Joliet's forms of bidding and CMAR selection process documents for Chicago's review and input.

C. Confidential Information. The Parties agree that all contracts and agreements entered into by each Party and their respective Contractors for Project Elements primarily located on the Southwest Pumping Station Site or the Durkin Site shall include confidentiality provisions requiring them to protect confidential information of each Party. The confidentiality provisions shall be consistent with the terms of all confidentiality agreements in effect between Joliet and Chicago.

8.10. Construction-Related Engineering Services.

A. Responsibilities. The Parties shall perform the responsibilities for Construction-Related Engineering Services in connection with the Construction Contracts for the Project Elements as provided in this Section 8.10 and Exhibit B, unless otherwise mutually agreed by the Parties.

B. Project On-Site Representatives.

i. Chicago and Joliet shall each appoint an on-site representative (respectively, "Chicago Project On-Site Representative" and "Joliet Project On-Site Representative"), who will be a full-time, on-site observer of construction of the Project Elements. A Project On-Site Representative may be a consultant retained by Joliet or Chicago, as applicable. The Project On-Site Representative for the Party holding the Construction Contract for the Project Element shall act as the Resident Engineer for that contract and Project Element. The Project On-Site Representative for the Party not holding the Construction Contract for the Project Element shall act as the Observer for that contract and Project Element. All communication from the Observer shall be directed to the Resident Engineer and not to the Contractor or any Subcontractors or suppliers. All direction to the Contractor for a Project Element shall be made by the Resident Engineer for that Construction Contract.

ii. The Observer shall observe the construction of the Project Elements, attend construction meetings, notify the Resident Engineer and the Commissioner about items of work with respect to the Joliet Project Elements the Observer believes does not conform with the specifications in the Construction Contract ("Project Element Work Anomalies"), perform periodic inspections of a Project Element, and perform additional functions as described in Exhibit B.

C. Off-Site Construction Administrator. The Party holding the Construction Contract for a Project Element shall appoint a Construction Administrator to provide administration services and manage administration of the Construction Contract for the construction of that Project Element. All communication to the Contractor regarding administrative matters shall be made by the Construction Administrator.

D. Inspection.

i. General. The Resident Engineer and the Observer will be on-site on a full-time basis during construction of the various Project Elements and allowed to observe all

aspects of the construction and attend construction meetings. The Observer may provide comments to the Resident Engineer about items of work that the Observer believes do not conform with the specifications in the Construction Contract, which should be promptly communicated and also provided in writing within two (2) Business Days, as practicable, following the date on which the Observer first observed the issue to which the comment pertains. It is understood by the Parties that for matters not observed and communicated by the Observer within two (2) Business Days that are not in conformance with the Construction Contract will still be evaluated for resolution regardless of when they are identified. For matters observed that do not conform with the Construction Contract and are communicated to the Resident Engineer by the Observer but are not resolved, the Observer may notify both Parties that a stop work order is recommended and either the Director of Public Utilities or the Commissioner will review, discuss and issue the stop-work order if warranted for their respective Construction Contracts.

ii. Coordinated Inspections. Prior to the commencement of construction, the Parties will meet and mutually agree on particular components of the Project Element on which they will jointly conduct a coordinated inspection. These inspections may include additional personnel for each Party in addition to the Resident Engineer and the Observer, such as individuals with particular expertise regarding the component being inspected. All comments by the Party not holding the Construction Contract for the Project Element about items of work that the Party believes do not conform with the Construction Contract should be promptly communicated and also provided in writing through the Observer to the Resident Engineer within two (2) Business Days, as practicable, following the date on which the inspection was performed. The Parties may mutually agree to conduct additional coordinated inspections (which may be re-inspections) of particular components during the performance of the work.

iii. Final Inspections. When the Contractor has reached substantial completion of a Project Element, the Parties will jointly conduct a coordinated inspection of the entire Project Element. These inspections may include additional personnel for each Party in addition to the Resident Engineer and the Observer, such as individuals with particular expertise regarding various components being inspected. All comments by the Party not holding the Construction Contract for the Project Element about items of work that the Observer believes do not conform with the Construction Contract should be promptly provided in writing through the Observer to the Resident Engineer within ten (10) Business Days, as practicable, following the date on which the inspection was performed. The Parties will conduct additional coordinated inspections as necessary until the Project Element is ready for final acceptance.

iv. Comment Resolution. The Resident Engineer shall be responsible to resolve all written comments received from the Observer. The Resident Engineer will promptly meet with the Observer and review the Observer's written comments. If the comment cannot be easily resolved in the field, or if there is not mutual agreement on its resolution, the comment will be discussed by the Commissioner and the Director of Public Utilities. If a matter is not resolved with a Change in the Construction Contract pursuant to Section 8.11, there is still no resolution, then the comment resolution will be decided by the Party that will own the Project Element upon completion. Approvals of comment resolution may not be unreasonably withheld, delayed or denied.

v. Permit Inspections. Review of plans, construction and installation of the Project Elements will be subject to certain inspections by Chicago departments under whose jurisdiction said work is done and which will issue permits under applicable Laws and regulations. In the event of a conflict between the permit inspector and the Observer,

the permit inspector's approval will control and govern for work performed under the permit issued by the inspector's department.

E. Construction Submittals. The Construction Administrator will review the Contractor's submittals. For Project Elements to be owned by Chicago (Tunnel Extension, Low Service Pump Station, Chicago Service Valve), electronic copies of all approved submittals will be provided to Chicago for its record. If the document submitted (such as a shop drawing, RFI (request for information) or other required document) proposes a change to the Construction Contract which is reviewed and recommended by the Construction Administrator and Resident Engineer, the change process described in Section 8.11 will be followed.

8.11. Changes in Project Element Construction Contract.

The Parties agree that Changes may be necessary from time to time during the construction of the Project Elements primarily located on the Southwest Pump Station Site and the Durkin Site, and agree that the principles in this Section 8.11 will apply to the review and approval of various categories of Changes:

A. Submission and Approval. Submission and approval of proposed Changes shall be subject to the following:

i. For all Project Elements: All proposed Changes that result in the change of the location of any of the Project Elements must be submitted by Joliet to the Observer for Chicago and is subject to approval by Chicago.

ii. For the Tunnel Connection: All proposed Changes that will limit or reduce the capacity of the Tunnel Connection must be submitted by Chicago to the Observer for Joliet and is subject to Joliet's approval.

iii. For Project Elements Chicago will own (Tunnel Extension, Low Service Pump Station, Chicago Service Valve): Prior to construction, the Resident Engineer and Observer will develop a process for the Observer to review and approve minor changes in the field. All other Changes must be submitted by Joliet to the Observer for Chicago and are subject to approval by Chicago.

iv. For Project Elements Joliet will own (Meter Vault, Suction Well and High Service Pump Station): All proposed Changes to the Project Elements Joliet will own that will affect the operations of the Chicago Water System must be submitted by Joliet to the Observer for Chicago and are subject to approval by Chicago. All proposed Changes to the Meter Vault that will affect the accuracy of the meters in the Meter Vault must be submitted by Joliet to the Observer for Chicago and are subject to approval by Chicago. All proposed Changes to the Suction Well and High Service Pump Station that will affect the air gaps at those Project Elements must be submitted by Joliet to the Observer for Chicago and are subject to approval by Chicago.

B. Procedures for Changes.

i. All proposed Changes to the Construction Contract for a Project Element required to be submitted to a Party pursuant to this Section 8.11 shall be submitted by the Resident Engineer to the other Party's Observer and shall include the documentation substantiating the need for that Change.

ii. The Parties agree that the Resident Engineer and Observer will consult with each other, by meeting in person, by electronic communications or both, regarding Changes that are submitted.

iii. The Observer receiving the Change should provide initial feedback within two (2) Business Days, as practicable, and a formal response within ten (10) Business Days, as practicable which time period may be extended or reduced by mutual agreement of the Parties based on the extent and urgency of the Change being proposed. The response may be to approve the Change or disapprove the Change. A Party may disapprove a Change only for items that require that Party's approval under Subsection 8.11.A. In the event of a disapproval, the Resident Engineer and the Observer shall consult with each other to determine if there is a modification to the Change that would be mutually agreed and approved.

iv. If a Change is due to an emergency situation, the Parties will give such notice to each other and consult with each other as may be practicable under the circumstances. If the Observer is absent or cannot be reached, the Party requesting the Change will proceed to address the emergency situation and notify the Observer for the other Party promptly thereafter.

v. If the Party not proposing the Change does not respond to the proposed Change, the Party proposing the Change will proceed in good faith and its best judgment and notify the other Party's through its Observer.

vi. The Parties will coordinate and work in good faith to avoid any unreasonable delays in responding to requests for Change.

8.12. Start-Up of New Water Supply Infrastructure in Chicago. The Party holding the Construction Contract for a Project Element shall be responsible for performing the procedures necessary for initial start-up of that Project Element. Because the eight Project Elements within Chicago corporate boundaries must work together in a coordinated fashion to deliver and receive Water, the Parties will cooperate in performing the start-up procedures for these Project Elements.

8.13. Construction Cost Totals. The Party responsible for design of the Project Element is also the Party responsible for awarding the Construction Contract (pursuant to Section 8.3), and shall provide the following cost information to the other Party at the times designated below:

A. an opinion of probable construction cost for each Project Element primarily located on the Southwest Pumping Station Site or the Durkin Site at each design milestone (10%, 30%, 60%, 90%);

B. the contract price for each Project Element primarily located on the Southwest Pumping Station Site or the Durkin Site at the time of award of the Construction Contract; and

C. updated construction costs for such Project Element at appropriate intervals during construction.

8.14. Transfer of Ownership of Certain Project Elements.

A. Joliet's transfer of the Conveyed Water Infrastructure shall take place upon Chicago's acceptance of the Conveyed Water Infrastructure and confirmation that all amounts required to be paid by Chicago for construction of each Project Element have been paid.

B. Chicago's acceptance of the Conveyed Water Infrastructure shall be contingent on:

i. the Conveyed Water Infrastructure's completion in compliance with the Design Intent approved by Chicago and Joliet subject to modification pursuant to the Change process in Section 8.11, notwithstanding minor punch-list items documented as of the date of the transfer which do not affect Chicago's ability to operate the Chicago Water System. The Contractor responsible for resolving said minor punch-list items documented as of the date of the transfer shall do so in a timely fashion and as required by Chicago; and

ii. the Joliet New Water Supply Infrastructure and the Conveyed Water Infrastructure's testing, flushing, disinfection, start-up and commissioning. Joliet and Chicago will jointly develop a plan for said testing, flushing, disinfection, and commission during which Chicago personnel shall be present.

C. Transfer documents shall be in a form mutually acceptable to the Parties and the warranties to be assigned shall be those provided by the Contractor for each of the Conveyed Water Infrastructure Project Elements. Upon completion of the required transfers and assignments, the transfer of the Project Elements and warranties shall be final and Chicago will be the owner and sole operator of those Project Elements.

D. Subject to other requirements of this Section 8.14, Joliet's transfer of the Conveyed Water Infrastructure shall take place prior to Partial Delivery unless otherwise mutually agreed to by the Parties.

8.15. Coordination of Communications and Public Education and Outreach.

A. Coordination by the Parties. Chicago and Joliet agree to coordinate in communicating with affected government agencies and officials, community organizations, and the public regarding the design and construction of the Project Elements within Chicago's corporate boundaries, in order to enhance understanding about the nature and extent of the construction and the ongoing use of the Chicago New Water Supply Infrastructure and Joliet New Water Supply Infrastructure for the provision of water supply to Joliet and the changes to Durkin Park for future use by the public. This communication will be developed and implemented to achieve these and other mutually agreed objectives, and could be accomplished by a variety of means, including meetings with appropriate agencies, officials and organizations; distribution of information via various means such as newsletters, websites, social media, signage; and other methods to be developed.

B. Role of Chicago. Chicago will be primarily responsible for these types of communication and public education and outreach in connection with the construction of Project Elements within Chicago's corporate boundaries and will include coordination with Chicago's Director of Public Affairs and Deputy Commissioner, Regional Partnerships, both in the DWM, and the office of the 18th Ward Alderman, as appropriate.

C. Role of Joliet. Joliet will support Chicago in Chicago's efforts under this Subsection 8.15.C.

8.16. New Water Supply Infrastructure Outside Chicago. Joliet shall provide such portions of the New Water Supply Infrastructure located outside the Chicago corporate boundaries as are necessary to transmit Water from the Transmission Main-Chicago to the Joliet region, sufficient to serve all Joliet Customers.

8.17. New Water Supply Infrastructure Beyond Point of Demarcation. Chicago will not be responsible for the New Water Supply Infrastructure located downstream of the Point of Demarcation.

ARTICLE 9. FINANCING THE NEW WATER SUPPLY INFRASTRUCTURE

9.1. Financing the New Water Supply Infrastructure.

A. Chicago shall obtain sufficient financing for payment of the entire costs of the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station, and the Chicago Service Valve ("Chicago Sufficient Financing").

B. Joliet shall obtain sufficient financing for payment of (1) the entire costs of the Meter Vault, the Suction Well, the High Service Pump Station and the Transmission Main; (2) all the costs relating to the real estate transactions necessary to effect this Agreement, including, but not limited to the Easements and the Durkin Temporary Construction Easement Agreement; and (3) the costs of the New Water Supply Infrastructure outside of the Chicago corporate boundaries including all related appurtenances (collectively, "Joliet Sufficient Financing").

9.2. Financing Plans.

A. Six (6) months before the start of the bidding and award period for Construction Contracts or the approval of a Construction Contract with a CMAR ("Bidding and Award Period Start Date") for the following:

i. the Tunnel Extension, Low Service Pump Station and Chicago Service Valve, Joliet shall provide notice to Chicago of the applicable Bidding and Award Period Start Date; and

the Tunnel Connection, Chicago shall provide notice to Joliet of the applicable Bidding and Award Period Start Date.

B. Four (4) months prior to the Bidding and Award Period Start Date for:

the construction of any one or more of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve, Joliet shall present to Chicago a written financing plan describing Joliet's plan to procure the Joliet Sufficient Financing; and

Chicago shall present to Joliet a written financing plan describing Chicago's plan to procure the Chicago Sufficient Financing.

Each financing plan shall include a timetable of transactions, dollar amount of the transactions and funding source, and may be amended at any time by the Parties.

9.3. Chicago Inability to Obtain Sufficient Chicago Financing. If Chicago is unable to obtain the Chicago Sufficient Financing, in whole or in part, Joliet may elect to procure all or a portion of the financing for the Chicago New Water Supply Infrastructure ("Substitute Chicago Financing") pursuant to the terms of this Section 9.3 as follows:

A. Chicago shall provide written notice to Joliet that it is unable to obtain Chicago Sufficient Financing as soon as practicable for each anticipated transaction included in Chicago's financing plan for which Chicago is unable to obtain Chicago Sufficient Financing.

B. Joliet shall have thirty (30) days to provide written notice to Chicago whether Joliet elects to procure Substitute Chicago Financing.

C. Joliet shall notify Chicago of the key terms of the proposed Substitute Chicago Financing, including the time period for which the Substitute Chicago Financing is anticipated to be available. The Substitute Chicago Financing is subject to approval by Chicago in its sole discretion in writing. Chicago shall notify Joliet whether it approves or rejects such Substitute Chicago Financing within sufficient time for Joliet to obtain such financing under the key terms proposed.

D. Upon receipt of such approval, Joliet may proceed to obtain the Substitute Chicago Financing.

E. The Parties agree that the Substitute Chicago Financing shall not be secured by the full faith and credit of Chicago as a general obligation, nor shall the Substitute Chicago Financing encumber the infrastructure of the Chicago Water System.

9.4. Joliet Inability to Obtain Joliet Sufficient Financing. If Joliet is unable to obtain the Joliet Sufficient Financing for the Joliet New Water Supply Infrastructure in whole or in part, Chicago may explore the option of providing financing ("Substitute Joliet Financing") to Joliet for all or a portion of the Joliet New Water Supply Infrastructure if requested by Joliet pursuant to the terms of this Section 9.4. Joliet may consider but is not obligated to approve and accept such Substitute Joliet Financing.

A. If Joliet wishes to request that Chicago provide the option of Substitute Joliet Financing, Joliet shall provide written notice to Chicago that it is unable to obtain Joliet Sufficient Financing as soon as practicable for each anticipated transaction included in Joliet's financing plan.

B. Chicago shall have thirty (30) days to provide written notice to Joliet whether Chicago proposes to obtain Substitute Joliet Financing.

C. The Parties agree that approval of the proposed Substitute Joliet Financing is subject to Joliet's approval at the sole discretion of Joliet.

D. Chicago shall notify Joliet of the key terms of the proposed Substitute Joliet Financing, including the time period for which the Substitute Joliet Financing is anticipated to be available. Joliet shall notify Chicago whether it approves, or rejects, such Substitute Joliet Financing within sufficient time for Chicago to obtain such financing under the key terms proposed.

D. Upon receipt of such approval, Chicago shall proceed to obtain the Substitute Joliet Financing.

E. The Parties agree that the Substitute Joliet Financing shall not be secured by the full faith and credit of Joliet as a general obligation, nor shall the Substitute Joliet Financing encumber the infrastructure of the Joliet Water System.

9.5. Status Reports of Procurement. Joliet and Chicago shall each provide the other Party with a status of the procurement of the Joliet Sufficient Financing or Chicago Sufficient Financing, as applicable, on an annual basis, and shall promptly notify the other Party in the event of a material change in said Party's financing plan.

9.6. Joliet Termination for Inability to Procure Financing. In the event Joliet is unable to procure Joliet Sufficient Financing for the New Water Supply Infrastructure, then Joliet may terminate this Agreement pursuant to the terms of Article 6.

9.7. Joliet-Constructed Chicago New Water Supply Infrastructure Financing and Funding.

A. Chicago Funding of Joliet-Constructed Chicago New Water Supply Infrastructure. Chicago and Joliet agree that Chicago shall make available funds sufficient to pay for the construction of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve to be constructed by Joliet (collectively, "Joliet-Constructed Chicago New Water Supply Infrastructure") up to the Joliet-Constructed Chicago New Water Supply Infrastructure Cost (as defined in this Agreement) and as provided in this Subsection 9.7.A. Chicago shall fund the costs of construction of the Joliet-Constructed Chicago New Water Supply Infrastructure as said costs are incurred by Joliet during the period until all payments required pursuant to the Construction Contracts for the Joliet-Constructed Chicago New Water Supply Infrastructure have been paid.

B. Cost of Joliet-Constructed Chicago New Water Supply Infrastructure. Joliet has provided information to Chicago, and Chicago understands that the cost of Joliet-Constructed Chicago New Water Supply Infrastructure is, as of the Effective Date, estimated to be up to sixty-five million dollars ($65,000,000) ("Joliet-Constructed Chicago New Water Supply Infrastructure Cost"). As provided in Section 17.2, for purposes of the calculation of the Charged Water Rate as provided in this Agreement, the Joliet-Constructed Chicago New Water Supply Infrastructure Cost amount shall be adjusted accordingly so that the fair value net plant investment of the Joliet-Constructed Chicago New Water Supply Infrastructure shall be calculated based on the actual cost incurred by Chicago for the Joliet-Constructed Chicago New Water Supply Infrastructure.

C. Chicago Appropriation for Financing Relating to Agreement. The City Council, pursuant to that certain ordinance enacted on April__, 2023 ("Chicago Appropriation Ordinance"), has appropriated the amount of sixty-five million dollars ($65,000,000) for the purposes of financing the Joliet-Constructed Chicago New Water Supply Infrastructure Costs. If the Joliet-Constructed Chicago New Water Supply Infrastructure Costs increase to an amount in excess of said appropriation and Chicago agrees to such an increase, Chicago shall present an additional appropriation before the Chicago City Council for its consideration and approval.

D. Chicago and Joliet agree that two (2) months before the Bidding and Award Period Start Date, Chicago shall have a Joliet-Constructed Chicago New Water Supply Infrastructure funding source available for disbursement under the terms of this Agreement.

E. Preconditions of Disbursements of Funds for Joliet-Constructed Chicago New Water Supply Infrastructure. Prior to each disbursement of funds for the Joliet-Constructed Chicago New Water Supply Infrastructure, but not more often than once a month, Joliet shall submit to Chicago a disbursement request ("Disbursement Request") with copies of supporting documentation including but not limited to engineering certificates, invoices, final statements, final estimates and such other documentation required by Chicago. Chicago shall promptly review each Disbursement Request and, if satisfactory to Chicago, it shall be approved by Chicago in its reasonable discretion. Chicago shall have thirty (30) days from receipt of the Disbursement Request to approve or deny the Disbursement Request or request additional information from Joliet. If approved, Chicago will release the funds in a manner mutually agreed by the Parties. In the event of denial, Chicago shall provide an explanation of the reasons for the denial and Joliet will have the opportunity to provide updated or revised information to address the reasons for denial. Delivery by Joliet to Chicago of each Disbursement Request shall constitute a certification to Chicago, as of the date of such Disbursement Request, that:

i. the total amount of the Disbursement Request represents the actual amount payable to (or paid to) a Contractor and/or Subcontractors or other parties and/or

their payees who have performed work, or provided goods or services with respect to the Joliet-Constructed Chicago New Water Supply Infrastructure;

ii. all amounts shown as previous payments on the current Disbursement Request have been paid to the parties entitled to such payment;

iii. Joliet has approved all work and materials for the current Disbursement Request, and such work and materials conform to the Chicago New Water Supply Infrastructure plans and specifications;

iv. the representations and warranties contained in this Agreement are true and correct and Joliet is in compliance with all covenants contained herein;

v. Joliet has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Joliet-Constructed Chicago New Water Supply Infrastructure;

vi. no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default under this Agreement exists or has occurred;

vii. Joliet has taken no action or omitted to take action which could have the effect of causing interest on any Chicago tax-exempt line of credit or other obligation to be includable in gross income for federal income tax purposes under the Internal Revenue Code; and

viii. Chicago may require Joliet to submit further documentation to verify that the matters certified to above are correct, and any disbursement shall be subject to Chicago's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent Chicago from relying on such certifications by Joliet. In addition, Joliet shall have satisfied all other preconditions of disbursement of funds for Joliet-Constructed Chicago New Water Supply Infrastructure for the Disbursement Request, including but not limited to requirements set forth in this Agreement.

F. Use of Funds for Joliet-Constructed Chicago New Water Supply Infrastructure. Funds provided for Joliet-Constructed Chicago New Water Supply Infrastructure may only be used to pay or to reimburse Joliet or to make payments as directed by Joliet, for the costs of the Joliet-Constructed Chicago New Water Supply Infrastructure. Joliet agrees not to use the Joliet-Constructed Chicago New Water Supply Infrastructure funds in any manner which would adversely affect the exclusion of the interest on a tax-exempt obligation, if any, issued by Chicago in connection with funding for the Joliet-Constructed Chicago New Water Supply Infrastructure from the gross income of the recipients of said tax-exempt obligation for federal income tax purposes, and shall act in compliance with all applicable Laws and regulations under the Internal Revenue Code.

ARTICLE 10. REAL ESTATE MATTERS

10.1. Real Estate for Chicago New Water Supply Infrastructure and Joliet New Water Supply Infrastructure. In order to enable the delivery of Water by Chicago to Joliet, the Parties have agreed that additional facilities must be provided in proximity to Chicago's Southwest Pumping Station, and that certain real estate transactions will be necessary for those facilities, as described in this Article 10.

A. The Chicago New Water Supply Infrastructure will be located on the Southwest Pumping Station Site.

B. The Joliet New Water Supply Infrastructure will be located within the Chicago corporate boundaries, with a portion located on the Southwest Pumping Station Site and a portion located on the Durkin Site.

10.2. Durkin Park and the Durkin Site. On or before July 31, 2023, unless otherwise mutually agreed by the Parties:

A. Chicago will acquire from CPD, and CPD will transfer to Chicago, title to the Durkin Site pursuant to and in accordance with the terms of the IGA, for use in support of the Chicago Water System, specifically for the construction and operation of the Suction Well.

B The IGA was originally approved by the Chicago Plan Commission on April 15, 2021, pursuant to Resolution Number 21-011-21, and is authorized by an ordinance adopted by the Chicago City Council on July 21, 2021, and published in the Journal of the Proceedings of the City Council for such date at pages 32846 through 32859, and by a resolution adopted by the Board of Commissioners of CPD on July 16, 2021.

C. Chicago and CPD will enter into a lease whereby Chicago shall lease a portion of the surface area of the Durkin Site to CPD to ensure the continued use of the Durkin Site as a public park; provided, however, CPD's right to use and enjoy the surface area of the Durkin Site shall be paused during construction of the Joliet New Water Supply Infrastructure and restoration of Durkin Park by Joliet.

D. Chicago will grant an easement to Joliet pursuant to the Durkin Site Easement pursuant to which, among other things, Chicago will grant Joliet a "permanent" easement (coterminous with this Agreement, unless terminated earlier in accordance with Section 3 of the Durkin Site Easement) on the Durkin Site for the construction, operation and maintenance, and permanent placement of a portion of the Joliet New Water Supply Infrastructure and related appurtenances.

E. The Parties agree and acknowledge that under the terms of the IGA, ownership of the Durkin Site will revert from Chicago back to CPD following the Termination or the expiration of this Agreement, upon which all of the Easements will terminate, as provided under the terms of said Easements; provided, however, that such reversion of title shall not occur (although the termination of Easements shall still occur) if Joliet has commenced construction of the Joliet New Water Supply Infrastructure on the Durkin Site.

F. CPD will enter into a Durkin Temporary Construction Easement Agreement with Joliet, pursuant to which, among other things, CPD will grant to Joliet temporary easement areas on a portion of Durkin Park for use during the construction of and permanent placement of a portion of the Joliet New Water Supply Infrastructure and related appurtenances on the Durkin Site and for future construction, maintenance and repair.

10.3. Southwest Pumping Station Site. Chicago and Joliet will enter into the Southwest Pumping Station Site Easement, pursuant to which, among other things, a portion of the Joliet New Water Supply Infrastructure and related appurtenances shall be constructed, owned, operated and maintained at the Southwest Pumping Station Site and shall include the grant to Joliet of two (2) permanent easements and seven temporary easements.

10.4. Compensation.

A. Joliet hereby agrees to pay all of the costs of certain restorations and improvements to the Durkin Site and the Durkin Temporary Construction Easement Area including but not limited to the construction of a new natural grass turf field or any other improvement on the Durkin Site and/or the Durkin Temporary Construction Easement Area mutually agreed upon up to the value of an artificial turf, junior-size soccer field.

B. Joliet agrees to pay to CPD the aggregate amount of One Million Seven Hundred and Fifty Thousand dollars ($1,750,000) within thirty (30) days after execution of this Agreement to compensate for the disruption of Chicago's residents' use of the Durkin Site during construction. CPD shall use the $1,750,000 payment to construct improvements at other CPD locations in the area, as provided in the IGA.

C. The Parties acknowledge that Joliet will pay to Chicago the agreed-upon valuation of the two (2) permanent easements and seven (7) temporary easements pursuant to the Southwest Pumping Station Site Easement and the agreed-upon valuation of the Durkin Site within thirty (30) days after execution of the Southwest Pumping Station Site Easement Agreement and the Durkin Site Easement Agreement, respectively.

ARTICLE 11. WATER PURCHASE AND SALE; QUANTITY AND CAPACITY

11.1. Delivery of Water.

A. General. Chicago shall deliver to Joliet at the Point of Demarcation, and Joliet shall purchase and take from Chicago, a supply of Water pursuant and according to the terms of this Agreement. The quantity of Water to be delivered by Chicago at various times during the Term will be determined according to the following provisions and subject to Sections 11.7 and 11.8:

i. the quantity of Water to be provided by Chicago is governed by Section 11.2;

ii. State Water Allocations are governed by Section 11.3;

iii. the schedule for Water delivery by Chicago is governed by Section 11.4;

iv. the addition of Subsequent Purchasers is governed by Section 11.5; and

v. the removal of Subsequent Purchasers is governed by Section 11.6.

B. Water for Joliet and Joliet Customers. All Water provided will be for Joliet and the Joliet Customers, except as provided in Section 11.9 or as otherwise authorized by Chicago.

C. Uniform Rate of Water Delivery. Chicago shall deliver Water to Joliet from the Chicago Water System at the Point of Demarcation at as uniform a rate as practicable during the twenty-four (24) hours of each day; notwithstanding the foregoing, either Party may request a non-uniform flow to which the other Party may agree in its reasonable discretion.

D. Title to Water. Title to all Water delivered by Chicago shall remain with Chicago upstream of the Point of Demarcation. Joliet shall take title to the delivered Water at the Point of Demarcation and shall deem the Water as having been delivered by Chicago**.**

11.2. Quantity of Water.

A. Daily Quantity. Chicago shall deliver Water to Joliet on any day in an amount as requested by Joliet; provided, however, that Chicago shall not be obligated to deliver an amount exceeding the lesser of (i) Guaranteed Maximum Capacity or (ii) Contractual Maximum Day Demand.

B. State Water Allocations. The quantities of Water shown on Exhibit A for the Allocation Amounts shall be the quantities allocated in the State Water Allocation, as modified or extended from time to time, for each of Joliet and the Subsequent Purchasers.

C. Then-Current LSPS Capacity. Chicago agrees that it will be able to provide Water at the Then-Current LSPS Capacity at all times on and after the Targeted Water Delivery Date and during the Term, except as otherwise provided by this Agreement.

D. Guaranteed Maximum Capacity. As of the Effective Date, the Chicago Water System has sufficient capacity to supply Water to Joliet for Joliet and the Joliet Customers in amounts up to and including Guaranteed Maximum Capacity. During the Term, Chicago shall maintain and reserve sufficient capacity to supply Water to Joliet and the Joliet Customers in amounts up to and including Guaranteed Maximum Capacity which as of the Effective Date is one hundred and five (105) MGD. Any increase in Guaranteed Maximum Capacity is subject to the process in Section 11.7.

E. Modifications to Exhibit A. Modifications to Exhibit A to reflect changes in State Water Allocations of Joliet and the Subsequent Purchasers and the addition of State Water Allocations for new Subsequent Purchasers will be made as provided in this Subsection 11.2.E. If any of the following events occur, Joliet shall promptly notify Chicago and provide an updated Exhibit A that is consistent with the applicable State Water Allocation. Such an updated Exhibit A shall replace the then-existing Exhibit A; approval of such updated Exhibit A by either Party shall be required only as provided in those portions of Section 11.5 and Section 11.7, if any, that are applicable to the particular event.

i. If the State Water Allocation of Joliet or any then-current Subsequent Purchaser is modified to (i) change the quantities of Water allocated therein or (ii) change the Water Years included therein; provided, however, that if such a modification will result in a change in Water quantity to be provided by Chicago to Joliet as described in Subsections 11.7.B or 11.7.C, then the procedures in the applicable Subsection shall apply;

ii. If Joliet proposes to add a new Subsequent Purchaser meeting the criteria in Subsection 11.5.A(i); provided, however, that if Chicago approves of the addition of the new Subsequent Purchaser and such an addition will result in a change in Water quantity to be provided by Chicago to Joliet as described in Subsections 11.7.B or 11.7.C, then the procedures in the applicable Subsection shall apply;

iii. If Joliet proposes to add a new Subsequent Purchaser meeting the criteria in Subsection 11.5.A(ii), then the procedures in Subsection 11.7.C shall apply;

iv. If Joliet proposes to add a new Subsequent Purchaser meeting the criteria in Subsection 11.5.B(i), then no additional procedures in Section 11.7 shall apply;

v. If Joliet proposes to add a new Subsequent Purchaser meeting the criteria in Subsection 11.5.B(ii), then the procedures in the Subsection 11.7.B shall apply.

If the quantities of Water in the updated Exhibit A result in a change in the amount of a then-required Partial Delivery or Full Delivery, then Chicago shall promptly deliver Water at the updated amount of Partial Delivery or Full Delivery unless (x) such updated amount exceeds the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand; or (y) additional infrastructure is required pursuant to Sections 11.5 and 11.7, in which case the delivery of Water at the updated amount (not to exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand) will commence promptly after completion of the necessary infrastructure.

11.3. Allocations.

A. Permits Required. Permits for a State Water Allocation shall be obtained and maintained as follows for all Water provided by Chicago to Joliet:

i. Joliet. Joliet shall maintain a permit for a State Water Allocation for all Water to be supplied to Joliet by Chicago for use by Joliet (excluding Subsequent Purchasers). Joliet's State Water Allocation amounts are as described in Exhibit A.

ii. Subsequent Purchasers. Joliet shall require each Subsequent Purchaser to obtain and maintain a permit for a State Water Allocation for all Water to be supplied to that Subsequent Purchaser from Joliet. Each Subsequent Purchaser's State Water Allocation amount is as described in Exhibit A.

11.4. Schedule for Water Delivery. Chicago agrees that it will be ready and able to provide an amount of Water not to exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand, as of the Targeted Water Delivery Date subject to (i) Chicago substantially completing construction of the Tunnel Connection by the Targeted Water Delivery Date, and (ii) Joliet substantially completing construction of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), both in a manner sufficient to supply Water to Joliet. Chicago's obligation to deliver Water to Joliet (other than with respect to Initial Water for Testing) will not commence prior to the Targeted Water Delivery Date. The Parties anticipate that delivery of Water to Joliet will be commenced in several phases in different amounts and shall confer and agree on an estimated schedule for the commencement of provision of Initial Water for Testing, Partial Delivery or Partial Deliveries (which includes Ongoing Water for Testing), Initial Full Delivery and Full Delivery of Water to Joliet. The Parties agree that any and all Partial Delivery, Initial Full Delivery, or Full Delivery of Water by Chicago at the Point of Demarcation and all obligations related to such deliveries are also subject to: (i) Chicago substantially completing construction of the Tunnel Connection by the Targeted Water Delivery Date, and (ii) Joliet substantially completing construction of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), both in a manner sufficient to supply Water to Joliet. In addition, the Parties shall confer and agree on a schedule for any New Deliveries for Subsequent Purchasers as provided in Section 11.5.

A. Initial Water for Testing. Once construction of the New Water Supply Infrastructure has commenced and prior to any Partial Delivery, Chicago shall furnish to Joliet the Initial Water for Testing as designated by Joliet and required by this Subsection 11.4.A; provided, however, that the amount of Initial Water for Testing shall not exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand.

i. Intermittent Supply. Testing and construction will require certain quantities of Water on an intermittent and periodic basis, and may be Hydrant Water, Water delivered through the New Water Supply Infrastructure, or Water delivered through other portions of the Chicago Water System or the infrastructure of another Chicago Wholesale Customer. For all requests for Water other than Hydrant Water, Joliet shall notify Chicago

pursuant to, and providing the information required by, Subsection 11.4.A(v).

ii. Hydrant Water. If Joliet or its Contractor shall apply for a permit from Chicago to obtain Hydrant Water for use in testing and construction, such permit shall not be unreasonably withheld or delayed by Chicago.

iii. Water Delivered Via the New Water Supply Infrastructure. After the Targeted Water Delivery Date and upon notice pursuant to Subsection 11.4.A(v), Chicago shall make available Initial Water for Testing to Joliet via the New Water Supply Infrastructure, in an amount not exceeding the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand. Chicago agrees to discuss with Joliet any request that Joliet may make if Joliet determines that it requires Initial Water for Testing prior to the Targeted Water Delivery Date and Chicago shall provide such Water to Joliet, if possible. Water provided under this Subsection iii is subject to notice under Subsection 11.4.A(v).

iv. Water Delivered Via Other Infrastructure. Chicago will cooperate with Joliet to make Water available to Joliet (in an amount not exceeding the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand) for such testing and construction from other portions of the Chicago Water System or the infrastructure of another Chicago Wholesale Customer. If delivery of Water from other portions of the Chicago Water System for such testing and construction is not practicable, Chicago will cooperate with Joliet in efforts to obtain Water (which may not need to be potable) for testing and construction purposes from one or more Chicago Wholesale Customers or a subsequent purchaser of another Chicago Wholesale Customer, including providing such authorizations, approvals and other documents as are necessary for such Chicago Wholesale Customer or subsequent purchaser to provide Water to Joliet for testing and construction. Water provided under this Subsection 11.4.A(iv) is subject to notice under Subsection 11.4.A(v) and applicable Law. Chicago shall not be liable for any refusal by another Chicago Wholesale Customer or a subsequent purchaser of another Chicago Wholesale Customer to supply Water to Joliet.

v. Notice. Joliet shall notify Chicago not less than fifteen (15) days prior to testing and construction of all or any portion of the New Water Supply Infrastructure that requires Water (other than Hydrant Water) from Chicago, or from one or more Chicago Wholesale Customers or a subsequent purchaser of a Chicago Wholesale Customer in order to complete such testing and construction. This notice will include the anticipated date and time of planned testing, the portion and location of the New Water Supply Infrastructure requiring testing or construction, the location of the point of connection for the Water to be supplied, and the estimated quantity of Initial Water for Testing required for such testing or construction. Notice under this Subsection 11.4.A(v) is not required for Hydrant Water.

B. Partial Deliveries; Initial Full Delivery. In order to achieve Initial Full Delivery, Chicago will be ready and able to deliver Water to Joliet in one or more Partial Deliveries on one or more dates provided by Joliet to Chicago, none of which shall be earlier than the Targeted Water Delivery Date and none of which, individually or collectively, shall exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand.

i. Continuous Supply. All Partial Deliveries and Initial Full Delivery will require Water delivery to Joliet to be provided as a continuous and ongoing Water supply, twenty-four (24) hours a day, seven (7) days a week.

ii. Notice. When Joliet has completed initial testing of all or a portion of the New Water Supply Infrastructure and is ready to begin receiving one or more Partial Deliveries or Initial Full Delivery of Water from Chicago for delivery to Joliet Customers, Joliet shall notify Chicago that it is ready to receive Water from Chicago. This notice will be given not less than fifteen (15) days prior to the first day of each Partial Delivery or Initial Full Delivery. Notice of each Partial Delivery will include (a) the anticipated date and time of commencement of each Partial Delivery and the estimated quantity of Water to be provided in that Partial Delivery, and (b) the anticipated date and time of commencement of Initial Full Delivery and the estimated quantity of Water to be provided for Initial Full Delivery at such date and time.

iii. Initial Full Delivery. Chicago agrees that it will be ready and able to deliver Water to Joliet for Initial Full Delivery to Joliet in the quantities specified in Section 11.2 on the date in the notice provided by Joliet to Chicago, which shall not be earlier than the Targeted Water Delivery Date. Initial Full Delivery is anticipated to occur not longer than two (2) years after the date of the first Partial Delivery to the initial Joliet Customers.

iv. Ongoing Water for Testing. Chicago agrees to provide Ongoing Water for Testing to Joliet and its Contractors during the period of Partial Deliveries, as Hydrant Water and as Water delivered by the New Water Supply Infrastructure or other portions of the Chicago Water System. Any Ongoing Water for Testing from the New Water Supply Infrastructure that is required during Partial Deliveries shall be provided as part of the Partial Deliveries. Joliet shall include in its daily quantity request the estimated quantity of Ongoing Water for Testing to be provided.

C. Full Delivery. Chicago will deliver Water to Joliet on any day during Full Delivery in an amount not to exceed the lesser of (i) Guaranteed Maximum Capacity and (ii) Contractual Maximum Day Demand.

i. Continuous Supply. Full Delivery will require Water delivery to Joliet to be provided as a continuous and ongoing Water supply, twenty-four (24) hours a day, seven (7) days a week.

ii. Ongoing Full Delivery. The Parties agree that, from and after the date of the Initial Full Delivery, Chicago will be considered to be providing Full Delivery. Full Delivery can be reached multiple times during the Term.

D. New Deliveries to Subsequent Purchasers. Upon notice from Joliet for a New Delivery, Chicago will increase the quantity of Water delivered to Joliet in an amount equal to the New Delivery designated in such notice for use by a Subsequent Purchaser that is authorized to receive Water pursuant to Section 11.5; provided, however, that such increased amount shall not exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand.

E. Ongoing Full Delivery. Upon implementation, each New Delivery will be included in and considered to be a part of Full Delivery.

11.5. Addition of Joliet Subsequent Purchasers. Joliet will notify Chicago of the addition of any Subsequent Purchaser. The date on which Chicago will provide Water for New Delivery to a Subsequent Purchaser will be mutually agreed by the Parties.

A. Approval Required. Approval of the addition by the Commissioner will be required only if:

i. the Subsequent Purchaser is other than a state agency or unit of local government, then Chicago's approval shall be required, which Chicago may deny in its reasonable discretion, or

ii. the addition of the Subsequent Purchaser will cause the total quantity of Water to be provided to Joliet to exceed Guaranteed Maximum Capacity at any time during the Term, in which case the process in Section 11.7 shall apply.

B. Approval Not Required. Approval of the addition by Chicago will not be required if the addition of the new Subsequent Purchaser:

i. will not cause the total quantity of Water to be provided to Joliet to exceed the Then-Current LSPS Capacity; or

ii. will cause the total quantity of Water to be provided to Joliet to exceed the Then-Current LSPS Capacity but not the Guaranteed Maximum Capacity, in which case the process in Section 11.7 shall apply.

C. Notice. When Joliet is ready to begin receiving a New Delivery, Joliet shall notify Chicago that it is ready to receive Water from Chicago for delivery to such a Subsequent Purchaser. If no increase in Then-Current LSPS Capacity is required, this notice will be given not less than fifteen (15) days prior to the first day of the New Delivery. In the event that the proposed New Delivery will cause the subsequent Full Delivery to exceed the Then-Current LSPS Capacity, Joliet's notice to Chicago of the New Delivery will include both the projections described in Section 11.7 and the proposed New Delivery to the new Subsequent Purchaser, following which the Parties will engage in the process established under Section 11.7. Notice of each New Delivery will include the anticipated date and time of commencement of each New Delivery as well as the estimated quantity of Water to be provided in that New Delivery.

D. Requirements for Subsequent Purchasers. To the maximum extent possible, when a new Subsequent Purchaser has been a direct Chicago Customer immediately prior to entering into an agreement with Joliet, that agreement will provide that delivery of Water to the new Subsequent Purchaser will commence on the first day of the year on which Chicago's water rate is based. As of the Effective Date, that date is January 1. This Agreement does not modify any water supply agreement between Chicago and that direct Chicago Customer.

11.6. Removal of Joliet Subsequent Purchasers. Joliet will notify Chicago of the removal of any Subsequent Purchaser.

A. Approval. Approval by Chicago of the removal of a Subsequent Purchaser is not required.

B. Notice. Joliet shall notify Chicago that a Subsequent Purchaser will no longer be a Subsequent Purchaser of Joliet not less than fifteen (15) days prior to the last day on which the Subsequent Purchaser will purchase Water from Joliet. Notice of removal of a Subsequent Purchaser will include the anticipated date and time of cessation of Water service to that Subsequent Purchaser by Joliet.

11.7. Future Water Demand Analysis; Future Expansions.

A. Projections Required. Joliet shall conduct and perform a future water demand analysis every five years commencing in 2035. Joliet will provide this analysis to Chicago by June 1, 2036 and every five (5) years thereafter during the Term. The analysis will include at least the

following:

i. A 30-year projection of Projected Average Day Demand and Projected Maximum Day Demand in five-year increments as well as a projection and timeline for these demand levels for future buildout for Joliet and its Subsequent Purchasers;

ii. A comparison of the Projected Maximum Day Demands with the Then-Current LSPS Capacity and the Guaranteed Maximum Capacity;

iii. A comparison of the Projected Maximum Day Demands with the capacity of the Joliet New Water Supply Infrastructure; and

iv. Whether the sum of the Projected Maximum Day Demands of Joliet and the Subsequent Purchasers, as well as any anticipated new Subsequent Purchasers pursuant to Section 11.5, will exceed the Then-Current LSPS Capacity.

Following submission of each future water demand analysis, Joliet and Chicago will meet to discuss the projected demand analysis. During the time between the future water demand analyses, the Parties agree to update, review and confer about the projected capacity analysis as needed.

B. Expansion of Then-Current LSPS Capacity up to the Guaranteed Maximum Capacity.

i. If the Projected Maximum Day Demand of the Joliet Customers (but not including Emergency Purchasers), which may include any projected new Subsequent Purchasers pursuant to Section 11.5, will exceed the Then-Current LSPS Capacity but will not exceed the Guaranteed Maximum Capacity, then Joliet will notify Chicago of such projections at least five years prior to the date the Projected Maximum Day Demand is projected to exceed the Then-Current LSPS Capacity, or such shorter time as may be mutually agreed by the Parties. The notice shall include the water demand projections and analysis on which Joliet relies and Joliet's requested increase in capacity.

ii. Promptly after Chicago's receipt of such a notice from Joliet, Chicago and Joliet shall engage in discussions and negotiations to determine how to increase the Then-Current LSPS Capacity to meet the Projected Maximum Day Demand, including, but not limited to the following items:

a. The amount of Then-Current LSPS Capacity needed to meet the Projected Maximum Day Demand;

b. The agreed-upon improvements or additions to the Low Service Pump Station that are necessary and required to enable Chicago to provide Water in excess of the Then-Current LSPS Capacity and to meet the Projected Maximum Day Demand amounts;

c. The associated costs of the agreed-upon improvements or additions; and

d. The agreed-upon time frame for completing such improvements or additions.

iii. Chicago shall pay for and perform all necessary design and construction of the improvements or additions to the Low Service Pump Station required under this

Subsection 11.7.B(iii) The cost of these improvements by Chicago shall be incorporated into the Charged Water Rate as provided in this Agreement.

iv. Joliet shall pay for and perform all necessary design and construction of the necessary improvements or additions to the Joliet New Water Supply Infrastructure necessary to receive the additional quantity of Water from the improvements or additions made by Chicago under this Subsection 11.7.B(iv).

C. Expansion in Excess of the Guaranteed Maximum Capacity.

i. If the Projected Maximum Day Demand of the Joliet Customers (but not including Emergency Purchasers), which may include any projected new Subsequent Purchasers pursuant to Section 11.5, will exceed the Guaranteed Maximum Capacity, then Joliet will notify Chicago. The notice shall include the water demand projections and analysis on which Joliet relies and Joliet's desired increase in Guaranteed Maximum Capacity.

ii. Promptly after Chicago's receipt of such a notice from Joliet, Chicago shall initiate an evaluation of the capacity of the Chicago Water System upstream of the Tunnel Connection and whether it is feasible for Chicago to provide Water in excess of the Guaranteed Maximum Capacity and in amounts sufficient to meet the Projected Maximum Day Demand as provided in the notice from Joliet. Chicago shall notify Joliet when Chicago has completed this evaluation and provide a copy of the evaluation to Joliet. Chicago's determination as to the feasibility of providing such additional Water supply to Joliet as described in the notice from Joliet shall be made in Chicago's sole discretion. For water supply quantities in excess of the Range, the Parties agree to develop a process by which the Parties will evaluate and negotiate those additional or future water supply needs in light of the feasibility of providing such additional supply, based on the capacity of the Chicago Water System at that time and, where possible, such improvements as may be necessary to make it feasible to provide such additional supply.

iii. If Chicago decides to proceed with improvements to the Chicago Water System to provide sufficient Water in excess of the Guaranteed Maximum Capacity to meet the Projected Maximum Day Demand as provided in the notice from Joliet, Chicago and Joliet shall engage in discussions and negotiations to determine the new amount of Guaranteed Maximum Capacity. Upon agreement by the Parties of the new amount of Guaranteed Maximum Capacity, Chicago shall determine and inform Joliet of the following items:

a. the improvements or additions to the Chicago Water System required to provide Water in excess of the Guaranteed Maximum Capacity and to meet the Projected Maximum Day Demand amount;

b. the time frame for achieving such improvements or additions to the Chicago Water System; and

c. the associated costs of the improvements or additions.

Joliet and Chicago shall thereafter promptly engage in discussions and negotiations to reach agreement on any required amendments to this Agreement.

iv. Chicago shall pay for and perform all necessary design and construction of the improvements or additions to the Chicago Water System under this Subsection 11.7.C. The cost of these improvements by Chicago shall be incorporated into Charged Water

Rate as provided in this Agreement.

v. Joliet shall pay for and perform all necessary design and construction of, the necessary improvements or additions to the Joliet New Water Supply Infrastructure necessary to receive the additional quantity of Water from the improvements or additions made by Chicago under this Subsection 11.7.C.

D. This Section 11.7 assumes that the sum of the Allocation Amounts multiplied by two, as set forth in Exhibit A, exceeds the Then-Current LSPS Capacity or exceeds Guaranteed Maximum Capacity. In the event that the sum of the Allocation Amounts multiplied by two, as set forth in Exhibit A, does not exceed the Then-Current LSPS Capacity or does not exceed Guaranteed Maximum Capacity, the Parties shall discuss whether to apply the provisions of this Section 11.7 or whether to agree on another process.

11.8. Maintenance, Emergencies, and Impact on Quantities and Curtailment. Chicago and Joliet agree to communicate regularly about maintenance needs for, and emergencies occurring on, each Party's Water System and to coordinate their actions in a manner so as to minimize any actual or potential impact on the supply of Water to the Joliet Water System and to minimize the actual or potential impact of the operation of the Joliet Water System on the Chicago Water System.

A. Chicago Planned Maintenance. Joliet understands that as part of the operation of the Chicago Water System, Chicago will perform planned maintenance on the Chicago Water System that may or will affect the delivery of Water to Joliet from time to time. Planned maintenance includes four categories, which are defined as follows:

i. Level One Maintenance. Level One Maintenance is planned maintenance by Chicago that may or will cause Chicago to be unable to deliver the Then-Current LSPS Capacity to Joliet but Chicago will be able to deliver the Projected Maximum Day Demand for the Joliet Customers (but not including Emergency Purchasers) during such maintenance. Chicago shall notify Joliet that it plans to perform Level One Maintenance not less than two (2) Business Days prior to commencement of such work.

ii. Level Two Maintenance. Level Two Maintenance is planned maintenance that may or will cause Chicago to be unable to deliver the Projected Maximum Day Demand for the Joliet Customers (but not including Emergency Purchasers) but Chicago will be able to deliver the sum of the Allocation Amounts for Joliet and the Subsequent Purchasers during such maintenance. Chicago shall notify Joliet that it plans to perform Level Two Maintenance not less than thirty (30) days prior to commencement of such work. Chicago will perform all Level Two Maintenance within a timeframe consistent with the Water storage capacity of Joliet and its Subsequent Purchasers.

iii. Level Three Maintenance. Level Three Maintenance is planned maintenance that may or will cause Chicago to be unable to deliver the lesser of the sum of the Allocation Amounts for Joliet and the Subsequent Purchasers or the Projected Average Day Demand for the Joliet Customers (but not including Emergency Purchasers) during all or any portion of such maintenance. Chicago shall notify Joliet that it plans to perform Level Three Maintenance not less than ninety (90) days prior to commencement of such work. Chicago will perform all Level Three Maintenance within a timeframe consistent with the Water storage capacity of Joliet and its Subsequent Purchasers.

iv. Level Four Maintenance. Level Four Maintenance is planned maintenance that may or will cause Chicago to be unable to deliver the lesser of the sum of the

Allocation Amounts for Joliet and the Subsequent Purchasers or the Projected Average Day Demand for the Joliet Customers (but not including Emergency Purchasers) during such maintenance, and that cannot be performed within a timeframe consistent with the Water storage capacity of Joliet and its Subsequent Purchasers. Chicago shall notify Joliet that it plans to perform Level Four Maintenance not less than six (6) months prior to commencement of such work. Chicago shall meet with Joliet during the planning and performance of all Level Four Maintenance so as to minimize the impact of Chicago's inability to deliver the lesser of the sum of the Allocation Amounts for Joliet and the Subsequent Purchasers or the Projected Average Day Demand for the Joliet Customers (but not including Emergency Purchasers) during such maintenance. Chicago shall take such actions, including without limitation making and expediting repairs or adjustments, as are necessary to restore delivery to Joliet of the Water required to be furnished pursuant to this Agreement.

Notices of planned maintenance that Chicago is required to provide under this Section 11.8 shall comply with the requirements of Subsection 11.8.B.

B. Content of Notices by Chicago. All notices required to be given by Chicago to Joliet regarding maintenance pursuant to this Section 11.8 shall include at least the following information:

i. a description of the maintenance and the reason why it is required;

ii. the anticipated impact on the supply of Water to Joliet;

iii. the anticipated duration the maintenance;

iv. the quantity of Water that Chicago will be able to supply to Joliet during, and following completion, the maintenance; and

v. the anticipated commencement and completion dates for the maintenance.

C. Emergency, Failure or Malfunction in the Chicago Water System. If, from time to time and for any reason, including without limitation emergency, failure or malfunction in the Chicago Water System, Chicago is unable to furnish to Joliet the lesser of Contractual Maximum Day Demand or Guaranteed Maximum Capacity, Chicago shall notify Joliet thereof and use due diligence to operate the Chicago Water System during any such occurrence to provide Water to Joliet insofar as practicable and shall, as promptly as possible, take such actions, including without limitation making and expediting repairs or adjustments, as are necessary to restore delivery to Joliet of the Water required to be furnished pursuant to this Agreement. Chicago shall have the right to restrict the supply of Water to Joliet during such time in order to ensure an adequate Water supply to all Chicago Customers for public health and fire protection. Chicago shall provide an initial notice to Joliet as soon as practicable after discovery regarding Chicago's inability to furnish in full the quantities of Water to be furnished to Joliet and the scope and extent of the known limitations. Promptly after assessment of such inability, Chicago shall provide notice to Joliet containing at least the following information necessary to restore delivery to Joliet of the Water to be furnished pursuant to this Agreement:

i. a description of the causes of Chicago's inability to furnish in full the quantities of Water be furnished to Joliet;

ii. the anticipated impact on the supply of Water to Joliet;

iii. the actions necessary to restore delivery to Joliet of the Water to be

furnished pursuant to this Agreement;

iv. the quantity of Water that Chicago will be able to supply to Joliet during, and following completion of, the actions necessary to restore delivery to Joliet of the Water to furnished pursuant to this Agreement; and

v. the anticipated commencement and completion dates for the actions described in the notice.

D. Joliet Planned Maintenance. Chicago understands that as part of the operation of the Joliet Water System, Joliet will perform planned maintenance on the Joliet Water System that may or will affect the ability of Joliet to accept delivery of Water from Chicago from time to time and will coordinate the delivery of Water to Joliet to take into account any needs for an increased or reduced rate of delivery of Water prior to, during and after such maintenance.

E. Content of Notices by Joliet. Joliet shall notify Chicago that it plans to perform planned maintenance not less than thirty (30) days prior to commencement of such work. All notices required to be given by Chicago to Joliet regarding maintenance pursuant to this Section 11.8 shall include at least the following information:

i. a description of the maintenance and the reason why it is required;

ii. The anticipated impact on Joliet Water System operations and receipt of Water by Joliet;

iii. the anticipated duration of the maintenance;

iv. the quantity of Water that Joliet will be able to receive from Chicago during, and following completion of, the maintenance; and

v. the anticipated commencement and completion dates for the maintenance.

F. Emergency, Failure or Malfunction in the Joliet Water System. If, from time to time and for any reason, including without limitation emergency, failure or malfunction in the Joliet Water System, Joliet is unable to receive delivery in full of the quantities of Water to be furnished to the Joliet Customers, Joliet shall notify Chicago thereof. Joliet shall use due diligence to operate the Joliet Water System during any such occurrence to receive Water from Chicago at an increased or reduced rate of delivery of Water prior to, during and after such repairs and adjustments insofar as practicable. Joliet shall provide an initial notice to Chicago as soon as practicable after discovery regarding Joliet's inability to receive in full the quantities of Water to be furnished by Chicago and the scope and extent of the known limitations. Joliet shall, as promptly as possible, take such actions, including without limitation making and expediting repairs or adjustments, as are necessary to restore the ability of the Joliet Water System to receive delivery from Chicago of the Water required to be furnished pursuant to this Agreement. Promptly after assessment of such inability, Joliet shall provide notice to Chicago containing at least the following information necessary to restore Joliet's ability to receive delivery from Chicago of the Water to be furnished pursuant to this Agreement:

i. a description of the causes of Joliet's inability to receive in full the quantities of Water to be delivered by Chicago;

ii. the anticipated impact on Joliet Water System operations and supply of Water received by Joliet;

iii. the actions necessary to restore Joliet's ability to receive delivery from Chicago of the Water to be furnished pursuant this Agreement and the anticipated duration of these actions;

iv. the quantity of Water that Joliet will be able to receive from Chicago during, and following completion of, the actions necessary to restore Joliet's ability to receive delivery from Chicago of the Water to be furnished pursuant to this Agreement;

v. any anticipated impact, if any, on the Chicago Water System including without limit the operations of the Southwest Pumping Station or access thereto; and

vi. the anticipated commencement and completion dates for the actions described in the notice.

11.9. Emergency Water Supply; Interconnections.

A. Joliet's Limited Right to Purchase Water from Others. In case of the failure of Chicago to supply Water in the amounts specified in this Agreement, this Agreement shall not be construed to prohibit Joliet from serving the Joliet Customers from any source, including wells. During such period of time when Chicago is unable to supply Water to Joliet, Joliet may receive water pursuant to an agreement with other providers for Water service in any amount and from any source in order to supply the Joliet Customers, subject to applicable Laws and regulations; during any other period of time, Joliet shall not receive water pursuant to an agreement with other providers to obtain water.

B. Emergency Water Service to Others. Joliet shall be permitted to provide emergency Water service to others through an Emergency Interconnection when necessary and where possible, subject to applicable law:

i. in amounts that, when added to the maximum quantity of Water to be provided to Joliet pursuant to Section 11.2, do not exceed Contractual Maximum Day Demand. Any other limitations on the quantity of Water will be subject to and governed by Section 11.8; and

ii. in the case of a Permanent Emergency Interconnection, Joliet shall maintain a list of entities with which Joliet has an agreement to provide emergency Water service and provide a copy of the list to Chicago promptly after the list is updated; or

iii. in the case of a proposed Temporary Emergency Interconnection, Joliet shall promptly notify Chicago of the proposed location, manner of connection and duration of the Temporary Emergency Interconnection.

ARTICLE 12. REPORTING

12.1. Report of Water Rate Schedule of Joliet Customers. During the Term and any Renewal Term of this Agreement, at the written request of the Commissioner (which shall not exceed once every calendar year), Joliet agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to the Joliet Customers (but not including Emergency Purchasers). If the Commissioner desires additional information about the rates and

how they were established, the Commissioner may submit a written request to Joliet and Joliet will provide the available information as it relates to the tax-exempt status of the Joliet bonds.

12.2. Water Supply Contracts. Within sixty (60) days after the Effective Date, Joliet will provide Chicago with copies of water supply contracts with all of its Subsequent Purchasers. During the Term, Joliet shall provide to the Commissioner copies of all Water supply contracts and any amendments or addenda to each such contract, entered into between Joliet and its Subsequent Purchasers during the Term within thirty (30) days after the execution of such Water supply contracts, or amendments or addenda to said contracts. In addition, Joliet shall provide Chicago with copies of any agreements, and amendments to agreements relating to the management of any regional water commissions.

12.3. Report of Water Received and Furnished. Beginning with the month during which the first Partial Delivery occurs, Joliet shall submit to the Commissioner by the tenth (10th) day of each month, a report showing the daily amount of Water received the previous month from Chicago and the amount furnished to Joliet and each of Joliet's direct wholesale customers.

12.4. Reports of Joliet Total Storage Capacity. Upon request of the Commissioner, Joliet shall submit to the Commissioner a report of Joliet's total storage capacity and the storage capacity of any Subsequent Purchasers' water systems describing the type of water storage facilities included in calculating the required storage capacity under Article 13. Joliet shall provide this information no later than thirty (30) days after receipt of the Commissioner's request.

ARTICLE 13. STORAGE CAPACITY

13.1. Sufficient Storage Capacity.

A. Storage Capacity Required. Joliet shall ensure that sufficient Water storage capacity is provided in its entire system, including the Joliet Water System and Subsequent Purchasers' systems, to store an amount not less than twice the aggregate Allocation Amount, as adjusted and amended from time to time, except as otherwise provided in Subsection 13.1.B. All suction wells, reservoirs and storage tanks provided by the distribution system portion of the Joliet Water System and any Subsequent Purchasers' water distribution systems (but not including transmission system storage) shall be considered in meeting this storage requirement.

B. Initial Storage Construction. Chicago and Joliet recognize that Joliet and the Subsequent Purchasers will construct the storage facilities based on availability of Contractors and materials and that it may not be feasible to provide storage in an amount not less than twice the aggregate Allocation Amount by the first day of Partial Delivery of Water by Chicago. Joliet agrees, and will require its Subsequent Purchasers to agree, to provide the storage described in Subsection 13.1.A not later than December 31, 2040. Joliet acknowledges, and shall cause its Subsequent Purchasers to acknowledge, that in the event of a curtailment under Section 11.8 that lasts longer than the available Water storage during this initial construction of water storage, Joliet and its Subsequent Purchasers shall be responsible to obtain water from existing storage as well as from an alternative water source other than Chicago. Joliet agrees to maintain its and cause the Subsequent Purchasers to maintain their water storage capacity in an amount not less than the amount it has in place as of the Effective Date, as shown on Exhibit G.

13.2. Alternatives to Storage. In addition to the storage capacity requirements in this Section, Joliet understands that Joliet and the Subsequent Purchasers should have access to alternate sources of water in the event of extended maintenance or in the event of an emergency whereby the Water supply from Chicago is restricted for a period in excess of two (2) days.

ARTICLE 14. QUALITY OF WATER

14.1. Quality of Water Furnished.

A. Generally. Chicago shall supply Joliet with Water of a quality commensurate with that furnished to its consumers within the Chicago corporate boundaries, the Water quality being consistent with the Regulatory Requirements**.** Except as otherwise provided in Subsections 14.1.B and 14.1.C, Chicago shall not be responsible for the quality of Water downstream of the Point of Demarcation.

B. Taste and Odor. As needed, Chicago will take action including, but not limited to, appropriate treatment based on then-current practices to remove unpleasant taste and odors in the Water, so as to ensure that the Water quality meets the secondary maximum contaminant level (**"**MCL**"**) for taste and odor as established by the United States Environmental Protection Agency National Secondary Drinking Water Regulations. Chicago shall not be responsible for taste and odor beyond secondary MCL levels. As of the Effective Date, the current best practice for the removal of taste and odors is the use of powdered activated carbon. Chicago shall not be responsible for unpleasant tastes and odors beyond Regulatory Requirements downstream of the Point of Demarcation.

C. Impact of Water Treatment by Chicago. If treatment processes used by Chicago cause or, if the Parties agree, create the potential to cause, the Water in the Joliet Water System and the water systems of Joliet's Subsequent Purchasers to fail to meet Regulatory Requirements related to non-nitrogen-based Slow-Reaction Compounds or inadequate chlorine levels, and Joliet or Joliet's Subsequent Purchasers:

i. have not provided additional treatment (other than addition of free chlorine, ammonia, or both for disinfection purposes and/or phosphate for corrosion control);

ii. have not mixed the Water with water from another source that does not originate from Chicago, and

iii. have employed best practices regarding tank turnover and mixing for storage tank operations in accordance with the AWWA manual M68 entitled "Water Quality in Distribution Systems" (then-current version) in the Joliet Water System and the water systems of Joliet's Subsequent Purchasers,

then Chicago will modify its Water treatment processes as necessary to correct said failure or to address the potential to cause said failure. If ammonia is added by Joliet or Joliet's Subsequent Purchasers, Chicago will not be responsible for the formation of nitrogen-based disinfection by-products. For the purposes of this Subsection 14.1.C, Joliet will submit to Chicago such information as is available and reasonably requested by Chicago and necessary to assess the conditions, or the potential conditions, described in this Subsection 14.1.C.

14.2. Maintenance of Water Quality Downstream of Point of Demarcation. Joliet shall be responsible for maintaining the Water quality at all points downstream of the Point of Demarcation in a manner consistent with the applicable standards of any federal, State or local agency with jurisdiction over public water supplies, except as otherwise provided in Subsections 14.1.B and 14.1.C.

14.3. Monitoring. Joliet and Chicago each intend to install water quality monitors

downstream and upstream, respectively, of the Point of Demarcation. The Parties agree to share available Water quality monitoring data with each other upon request of the other Party. If each Party collects Water quality data based on samples or online instrumentation, and the Parties' respective data differs either materially or on a consistent basis, the Parties agree to discuss the data to identify the source of the difference. Such discussions may include the Parties providing to each other the methods and records of testing and maintenance performed on the devices or other instrumentation from which the Water quality data are taken, and will perform other testing as needed, in order to determine the source of differences in the data. The Parties agree to adjust testing methods and/or perform such maintenance or other work, in each case, as is necessary on their respective devices and other instrumentation to correct the source of the differences in the data.

14.4. Air Gap. Except as otherwise agreed by the Parties, there shall be one or more air gaps at the Durkin Site or at the Southwest Pumping Station Site to separate the Chicago Water System from the Joliet Water System. On and after the date of first Partial Delivery, Joliet must ensure that all Water delivered to Joliet at the Point of Demarcation passes through an air gap downstream of the Point of Demarcation and upstream of the Transmission Main-Chicago. All air gaps will be designed, constructed and maintained by Joliet to provide a distance of at least one and one-half (1.5) feet between the outlet of the pipe and the maximum Water level in the associated well, and to otherwise conform to the standards of Chicago, as well as all applicable Laws.

14.5. Emergency Mutual Notice—Water Quality.

A. Emergency Events. The Parties shall notify each other in the event of:

i. any failure of the Water in the Chicago Water System or the Joliet Water System to meet the applicable standards of any federal, State or local agency with jurisdiction over public water supplies, or if said Water exhibits changes in taste, odor, texture or appearance;

ii. an emergency due to a failure, malfunction or catastrophic event that will materially impact the quality of Water supplied by Chicago to Joliet; and

iii. any emergency, threat or other condition that could reasonably be expected to affect the quality of Water within either the Joliet Water System or the Chicago Water System.

B. Notices Required. If a Party identifies an emergency event described in Subsection 14.5.A, that Party shall provide an initial notice to the other Party as soon as practicable after discovery of any of the Water quality conditions described in Subsection 14.5.A and, to the extent known, the scope and extent of the identified conditions. Promptly after assessment of the Water quality conditions, the Party providing the initial notice shall provide a second notice to the other Party containing at least the following information regarding restoration of Water quality and describing the actions necessary to address the conditions identified:

i. a description of the causes of the Water quality conditions identified;

ii. the anticipated impact on either of the following, as applicable: (a) the ability of Chicago to provide Water to Joliet that meets the requirements of this Agreement or (b) the Chicago Water System due to an emergency or other condition of the Joliet Water System;

iii. the actions necessary to, as applicable, (a) restore delivery to Joliet of Water that meets the requirements of this Agreement or (b) address the emergency or other condition in the Joliet Water System that may affect Water quality in the Chicago Water System or Joliet Water System, and the anticipated duration of these actions;

iv. if the identified Water quality conditions will cause a reduction in either (a) the quantity of Water provided by Chicago to Joliet, or (b) Joliet's ability to accept water from Chicago, then the notice shall state the quantity of Water that Chicago anticipates it will be able to supply to Joliet, or the quantity of Water that Joliet anticipates it will be able to receive from Chicago, as applicable, for the period during and following completion of the actions necessary to restore delivery to Joliet of the Water to be furnished pursuant to this Agreement; and

v. the anticipated commencement and completion dates for the actions described in the notice.

14.6. Mutual Water Quality Assistance. Chicago and Joliet each may request assistance from the other Party in connection with matters pertaining to or affecting Water quality. As part of providing assistance to the other Party, a Party may, with consent from and prior notice to, the other Party:

A. make inspections of portions of the other Party's Water System, including the New Water Supply Infrastructure, which may affect the quality of the Water supplied to Joliet; and

B. perform relevant tests on a Water sample drawn from the other Party's Water System.

14.7. Water Source Transfer Plan.

A. Chicago agrees to provide assistance to Joliet in connection with the completion of its Water Source Transfer Plan, including at the time of (i) testing to assist in determining the manner of transition from well water to Water (i.e., the development of a Water Source Transfer Plan), and (ii) water source transfer from well water as Joliet's water source to Water as Joliet's water source, at the time of each Partial Delivery and Full Delivery.

B. Such assistance may include the following and such other assistance as otherwise may be reasonably required: providing relevant water quality information, providing a point of connection to obtain either finished Water prior to corrosion control addition or finished Water after corrosion control addition (depending on the type of corrosion control being used by Chicago), the ability to use Chicago's existing Water testing equipment, as available, providing space for testing including at the Eugene Sawyer Water Purification Plant or the Southwest Pumping Station or other location, providing Water for testing and other items required for Joliet to complete its Water Source Transfer Plan. If testing requires use of pipe loops, Joliet will construct and use its own Water testing loop, including any testing-related equipment and capital improvements. Joliet shall pay the costs relating to Water sampling and testing.

ARTICLE 15. OWNERSHIP, MAINTENANCE AND OPERATION OF THE NEW WATER SUPPLY INFRASTRUCTURE

15.1. Ownership and Responsibility for Operation and Maintenance of New Water Supply Infrastructure. Each Party will own, and shall be responsible for the operation and Maintenance of, the New Water Supply Infrastructure as designated for such Party below:

A. Chicago will be the owner of the Chicago New Water Supply Infrastructure and shall be responsible for the operation and Maintenance of the Chicago New Water Supply Infrastructure as necessary to deliver Water to Joliet at the Point of Demarcation. Chicago ownership of the Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve will be established through the process described in Section 8.14.

B. Joliet will be the owner of the Joliet New Water Supply Infrastructure and shall be responsible for the operation and Maintenance of the Joliet New Water Supply Infrastructure as necessary for Joliet to receive Water from Chicago for conveyance to the Joliet Customers.

C. Joliet will be the owner, and shall be responsible for the operation and Maintenance, of the New Water Supply Infrastructure located outside the Chicago corporate boundaries.

D. Each Party shall perform the requirements of this Section 15.1 that are designated as that Party's responsibility at its cost and expense.

15.2. Operation and Maintenance of Project Elements.

A. Operations. Operation of the Project Elements by the Party owning the Project Element shall be consistent with any operational requirements in this Agreement, as well as all applicable local, State and Federal laws and regulations, including but not limited to the IEPA regulations in Title 35 of the Illinois Administrative Code, or any applicable successor regulations.

B. Coordination. Each Party shall operate and maintain its Project Elements within Chicago corporate boundaries in a coordinated manner with the other Party's operation and maintenance of its Project Elements.

C. Protection of Water Systems. Each Party shall operate its respective Water System in such a manner as at no time to place the other Party, or the other Party's Waterworks System, in jeopardy of failing to meet the regulations of any federal, State, or local agency or governmental authority having jurisdiction over the operation of the Party's Water System from time to time. Each Party shall operate its respective Water System in such a manner as at no time to cause damage to the other Party's Waterworks System.

D. Maintenance. Joliet shall maintain the Joliet New Water Supply Infrastructure and Chicago shall maintain the Chicago New Water Supply Infrastructure in good working condition and repair, in a manner consistent with the best practices for municipal water systems. Maintenance shall be performed in a manner that will not permanently reduce or limit the operations, functionality of the Project Element as initially designed and constructed, unless modified through the implementation of mutually agreed Capital Improvements.

15.3. Joliet's Continued Rights. During the Term of this Agreement, the Parties understand and agree that:

A. Joliet shall be entitled to continue to receive Water from the Tunnel Extension, Low Service Pump Station and Chicago Service Valve; and

B. no Chicago Customer other than Joliet will be provided Water service with the use of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve without the prior written consent of Joliet.

15.4. Site Operations at Durkin Site and Southwest Pumping Station Site.

A. Use of and Access to the Southwest Pumping Station Site. Chicago and Joliet acknowledge and agree that they will be sharing use of areas within the Southwest Pumping Station Site and agree to enter into an agreement for the shared use of the site in a manner to address matters pertaining to the operation and use of the Southwest Pumping Station Site, including but not limited to the matters included in this Section 15.4.

B. Security. Chicago shall be responsible for developing and implementing the protocol and procedures for security measures at the Southwest Pumping Station Site, including but not limited to access, surveillance, and control of entry through the use of items such as gates, cameras, door access controls and other items that may be appropriate from time to time. Joliet will cooperate with Chicago regarding participation in all reasonable security measures, procedures and protocols for the Southwest Pumping Station Site and the Project Elements primarily located on that site. Chicago agrees to provide to Joliet access to the necessary information to enable Joliet to maintain security of its Project Elements. Joliet and Chicago shall coordinate on the protocols and procedures for the security at Durkin site.

C. Other Site Improvements. Chicago will be the owner of improvements on the Southwest Pumping Station Site located outside the Project Elements, such as fencing, gates, pavement, security lighting, security and access control equipment, trees and plantings and other items. Chicago shall be responsible for providing maintenance. repair and replacement of these items as well as site maintenance on the Southwest Pumping Station Site, including but not limited to lawn and landscape maintenance, snow removal, pavement repairs, and other activities.

D. Mutual Assistance. Chicago and Joliet agree to cooperate with each other and be available to provide mutual aid in connection with emergency events occurring in each other's Project Elements.

15.5. Annual Review. The Parties shall meet on an annual basis to present and review their respective plans for Capital Improvements to the New Water Supply Infrastructure for the next five years as well as Maintenance planned or proposed by either Party on the Southwest Pumping Station Site or the Durkin Site and any other activities regarding the Chicago Water System or Joliet Water System that would have an actual or potential impact on the delivery of Water by Chicago to Joliet as provided in Section 11.8. The purpose of the meeting will be to review potential impacts of each Party's proposed Capital Improvements and Maintenance on the functionality, operation and costs of the other Party's New Water Supply Infrastructure, actual or potential impacts on delivery of Water as provided in Section 11.8 and potential impacts of planned or proposed activities that may require coordination of the use of the Southwest Pumping Station Site. A meeting under this Section 15.5 may also include discussion of future water demand analysis as described in Section 11.7.

15.6. Modification of Project Elements. Chicago anticipates that the Chicago New Water Supply Infrastructure and components thereof, shall require Maintenance and Capital Improvements, and Joliet anticipates that the Joliet New Water Supply Infrastructure and components thereof, shall require Maintenance and Capital Improvements.

A. Costs. The cost of Capital Improvements to the Joliet New Water Supply Infrastructure shall be the responsibility of Joliet and the cost of Capital Improvements to the Chicago New Water Supply Infrastructure shall be the responsibility of Chicago.

B. Change in Design Intent. If the proposed Maintenance or Capital Improvement permanently reduces or limits the operations or functionality of the Project Element as initially designed and constructed, then the Maintenance or Capital Improvement will be treated as a change in the Design Intent for the Project Element. All changes to the Design Intent of the Project Elements shall be mutually agreed to by both Parties.

C. Notice and Review.

i. Notice for Maintenance and Capital Improvements. For any proposed Maintenance or Capital Improvement, the Parties agree to notify each other of any proposed Maintenance or Capital Improvement on the Southwest Pumping Station Site or the Durkin Site. The notice shall include sufficient information about the proposed Maintenance or Capital Improvements to allow the receiving Party to determine whether the proposed Maintenance or Capital Improvement may have the potential to affect one or more of the following:

a. the access to the Southwest Pumping Station Site or the Project Elements located on the Southwest Pumping Station Site by the receiving Party.

b. the Design Intent of the proposing Party's Project Elements.

Notice shall be given sufficiently in advance of the proposed Maintenance or Capital Improvement to allow the receiving Party to review the proposed Maintenance or Capital Improvement and notify the Party providing the notice that the receiving Party believes the proposed Maintenance or Capital Improvement will or will not affect its access to or use of, or the operation and functionality of, the Project Elements. If a Capital Improvement requires an IEPA permit, then notice shall be provided not less than ninety (90) days prior to submitting an application to the IEPA for a permit for such work and shall include in the notice a brief statement of the rationale for the Capital Improvement proposed, and whether the proposing Party considers the Capital Improvement to be a change in the Design Intent. If an activity regarding the Chicago Water System or Joliet Water System would have an actual or potential impact on the delivery of Water by Chicago to Joliet, notice shall also be given as required by Section 11.8.

ii. Responses and Review Process. This Subsection 15.6.C(ii) shall apply to any proposed Maintenance or Capital Improvement for which notice is required pursuant to Subsection 15.6.C(i) or Subsection 15.6.C(iii).

a. If the Party receiving the notice believes the proposed Maintenance or Capital Improvement will affect its access or require site coordination, the Parties will meet and confer to coordinate their activities to make it possible to perform the proposed Maintenance or Capital Improvement with no or minimal impact on the other Party.

b. If the Party receiving the notice concludes that the proposed work does not change the Design Intent for the Project Element, then no further response is required from the receiving Party.

c. If the Party receiving the notice considers the work described in the notice to be a change in the Design Intent for the Project Element, then the Party receiving the notice shall request that the proposed Party submit documents to allow for a more detailed review by the receiving Party. If, after review of the more detailed information, the Party receiving the notice still believes the work is a change in the Design Intent, then the Parties agree to meet and confer to determine whether the change in Design Intent can be mutually agreed to by the Parties. If the change in Design Intent is not mutually agreed, then the proposing Party shall modify the proposed work so that it does not change the Design Intent for the Project Element. The Parties agree to meet and confer to reach agreement on modifications to the proposed work to address and resolve the receiving Party's concerns.

iii. Changes. If, subsequent to resolution of comments and issues pursuant to Subsection 15.6.C(ii), it becomes necessary to make a Change to the Construction Contract for the proposed Maintenance or Capital Improvement, then the Party proposing the Change must notify the other Party, and the Parties will follow the process in Subsection 15.6.C(ii). If the Maintenance or Capital Improvement is being constructed at the time the Change is proposed, the Parties shall follow the process on an expedited basis.

iv. Additional Notices. Any notices required in this Subsection 15.6.C shall be in addition to other notices regarding the Project Elements that are required by this Agreement.

D. Permits in Chicago. Chicago shall cooperate with Joliet in obtaining all necessary permits for performing the Capital Improvements and Maintenance to the Joliet Project Elements located within Chicago corporate boundaries.

E. Expansion of Project Element. If a Party proposes to undertake a Capital Improvement that is an expansion of one or more of its Project Elements within Chicago corporate boundaries, then the Parties will jointly develop and abide by procedures similar to the procedures in Sections 8.5, 8.6, 8.8, 8.10 and 8.11 for the design and design review, construction and construction review, inspections and Changes will be handled for the expansion. The Parties shall jointly develop the procedures prior to the commencement of the design of the expansion.

15.7 Notice of Qualifying Event. If Chicago believes that a Qualifying Event has occurred, Chicago shall notify Joliet within forty-five (45) days after learning of the Qualifying Event and include in the notice a description of what Chicago believes is the Qualifying Event, the time required to correct or repair any issues caused by the Qualifying Event, the estimated cost associated with such correction or repair, and the impact on the Water rate charged to Joliet under Article 17.

ARTICLE 16. MEASUREMENT OF WATER

16.1. Measurement of Water. Chicago shall measure the quantity of Water furnished to Joliet under this Agreement on a continuous basis at the Point of Measurement. The unit of measurement shall be the United States standard liquid measure of gallons and all Measuring Devices shall be set to measure in gallons, unless otherwise agreed by the Parties.

16.2. Measuring Devices. Joliet shall furnish and install Measuring Devices acceptable to Chicago and Joliet and house such Measuring Devices in the Meter Vault for the purpose of measuring and recording the quantity of Water furnished pursuant to this Agreement. Such

Measuring Devices shall have a margin of error identified by the manufacturer as not to exceed plus or minus (+/-) 1.5% and shall be suitable for the intended use and able to handle measurement of the quantity of Water to be furnished pursuant to this Agreement and shall be of a type that can be feasibly installed and accurately measure Water quantity at the Southwest Pumping Station Site. Joliet shall operate, maintain, repair, and, when necessary, replace the Measuring Devices at its cost.

16.3. Readings.

A. General. The Measuring Devices will include the ability to perform remote electronic monitoring of the quantity of Water being furnished on a continuous basis and both Chicago and Joliet will have access to the output and results of such monitoring. Monthly readings of quantity for the purpose of billing Joliet for Water delivered shall be taken on a consistent basis and on a date in each month that will allow accurate calculation of volume of Water furnished by Chicago to Joliet, consistent with Article 17.

B. Measuring Device Processes for Alternate Meter Readings Method. If obtaining measurements of Water quantity from Measuring Devices is not possible, or the Measuring Devices are determined by Joliet or Chicago to be registering incorrectly outside of the margin of error identified by the manufacturer so that the quantity of Water delivered to Joliet cannot be ascertained or computed from the readings of such Measuring Devices, the amount of Water furnished by Chicago to Joliet for the purpose of billing Joliet shall be the quantities registered by the water meters in the Low Service Pump Station, Joliet's check meter (if any), and the High Service Pump Station as follows in order of priority:

First, the water meters in the Low Service Pump Station, if reading within the margin of error identified by the manufacturer shall determine the amount of Water furnished;

Second, if the Low Service Pump Station water meters are not reading within the margin of error identified by the manufacturer, then if Joliet has a check meter and it is reading within the margin of error identified by the manufacturer, the amount of Water furnished shall be the amount shown on the check meter;

Third, if Joliet does not have a check meter or the Joliet check meter is not reading within the margin of error identified by the manufacturer, and the High Service Pump Station is reading within the margin of error identified by the manufacturer, then the quantity of Water furnished shall be the reading provided by the High Service Pump Station meter; or

If none of the water meters is within the margin of error identified by the manufacturer for each water meter, then the quantity of water shall be determined pursuant to Subsection 16.3.C.

C. Estimated Readings-Averaging Method. If the quantity of Water furnished cannot be determined based on the procedure described in Subsections 16.3.A or 16.3.B, Chicago shall prepare an estimated quantity to be used which shall be based upon the average of twelve (12) preceding readings of the Measuring Devices, exclusive of incorrect readings. When fewer than twelve (12) correct readings are available, a fewer number of readings, including some readings that may be available after the Measuring Device has been corrected, may be used. All records and quantity information used by Chicago in preparing the estimated quantity shall be provided by Chicago to Joliet for review not later than with the delivery of the invoice for the period for which estimates were made.

16.4. Calibration.

A. During a period of twelve (12) months after the date of start-up and commissioning of the Measuring Devices, the Measuring Devices will be calibrated on a monthly basis during the first two (2) months, for tests, and if there are no calibration issues, after the first two (2) months, the Measuring Devices will be calibrated during the next four (4) months on a bi-monthly basis, then during the next six (6) months, on a quarterly basis, and thereafter twice a year, but only if during each period no calibration issues have arisen. If a calibration issue arises, calibration frequency will be temporarily adjusted to monthly for four (4) months before returning to calibration twice a year.

B. The Measuring Devices will be calibrated as provided in Subsection 16.4.A or upon any installation, repair, or replacement of any Measuring Device before such Measuring Device is placed in service, at Joliet's cost, by a company qualified in the calibration of meters of comparable type and size to the Measuring Devices which company has been approved by Chicago. Joliet shall notify Chicago of the planned date and time of the calibration and the company proposed to perform the calibration. Such notice by Joliet shall be not less than ten (10) Business Days prior to the planned date and time. Joliet or the company will provide Chicago with information regarding the company's calibration procedures and the equipment used for calibration which Chicago will have the right to inspect. If Chicago determines that the company proposed by Joliet is not qualified to perform the calibration, Chicago shall notify Joliet not less than two (2) Business Days prior to the date of calibration in Joliet's notice of the reasons why Chicago believes the company is not qualified, and the calibration will be rescheduled and performed by a company mutually acceptable to the Parties. Chicago may have a representative present for the calibration. The results of the calibration shall be reported to both Parties.

16.5. Access to Measuring Devices. Chicago representatives may access the Measuring Devices for the purposes of examination, and inspection of the Measuring Devices according to the following procedures subject to instances of an emergency in which case the provisions under Section 15.4 shall apply:

A. Chicago shall notify Joliet, of a need to access the Measuring Devices not less than two (2) Business Days prior to the date and time for which access is requested. In the event that Chicago is unable to access the Measuring Devices at that date and time, Chicago may provide follow-up notice to Joliet likewise as soon as practicable to arrange an alternative date and time;

B. Chicago representatives must be accompanied by a Joliet representative unless an authorized Joliet representative waives the right to accompany Chicago representatives for the inspection in the notice;

C. access to the Measuring Devices will be during business hours except in cases of emergency; and

D. the examination and inspection may be performed not more than once per month unless a need for more frequent access is identified by Chicago in its notice.

16.6. Joliet Check Meter. Joliet may, at its own expense, install, operate, maintain, repair and replace a check meter to check the readings of the Measuring Devices. Such check meter shall be for Joliet's information, but its reading may serve as the best data and information available for the purposes of Section 16.3 for determining the quantity of Water delivered to Joliet by Chicago. The procedures in Section 16.5 for access to the Meter Vault shall apply to access by Chicago to Joliet's check meter for examination and inspection. Calibration of Joliet's check meter will be subject to the same requirements applicable to calibration of Measuring Devices in Section 16.4.

16.7. Repair, Replacement and Inspections of Measuring Device and Joliet Check Meter.

A. Joliet shall notify Chicago of any:

i. repair of a Measuring Device or check meter that would interrupt the measurement of Water by that Measuring Device or check meter;

ii. replacement-in-kind of a Measuring Device or check meter; or

iii. replacement of a Measuring Device that is not a replacement-in-kind of a Measuring Device or check meter.

For any replacement described in Subsections 16.7.A, Joliet shall provide drawings, plans and specifications, including the layout within the Meter Vault, to the Commissioner for review and approval prior to an application being made for an installation permit and prior to the start of any replacement work.

B. In the event that either Party becomes aware of an issue with any of the Measuring Devices or check meter, that Party shall notify the other Party and the Parties will discuss the issue and jointly determine the next steps that should be taken to resolve the issue.

ARTICLE 17. WATER RATES

17.1. Establishment of Water Rate. The Parties agree that the rate charged by Chicago to Joliet for Water delivered during the Term will be established by different methods in each rate period:

A. The rate for Water delivered during the Initial Rate Period will be established as provided in Section 17.2;

B. The rate for Water delivered during the Second Rate Period will be established as provided in Section 17.3; and

C. The rate for Water delivered during the Regular Rate Period will be established as provided in Section 17.4.

17.2. Water Rate During the Initial Rate Period. During the Initial Rate Period:

A. For Water delivered as Initial Water for Testing through the Point of Demarcation or not through the Point of Demarcation other than as described in Subsections 17.2.C and 17.2.D of this Section 17.2, the Water Rate shall be equal to the rate charged by Chicago to the Chicago Retail Customers. If such Water is delivered before the metering devices in the Meter Vault are completed and calibrated, Chicago shall provide a good faith estimate of the quantity of Water under this Section within fifteen (15) days after the end of each month in which such Water is delivered.

B. From and after the Targeted Water Delivery Date

i. If Chicago has completed construction of the Tunnel Connection in a timeframe as to not delay Joliet's completion of the Low Service Pump Station, Meter Vault, Suction Well, and High Service Pump Station and also that Joliet has not delayed

Chicago's completion of the Tunnel Connection, and Chicago has outstanding debt for the financing of the construction of one or more of the Tunnel Connection, Tunnel Extension, Low Service Pump Station or Chicago Service Valve, and Chicago is required to make payments for the cost of debt service on such outstanding debt, Joliet shall make payments to Chicago to cover any such debt service as such debt service is due. The costs paid by Joliet shall include principal and interest payments on a line of credit or other financing arrangements as well as costs of issuance, professional fees, trustee fees and other administrative fees. These payments will cease as soon as Chicago begins to charge for Water delivered to Joliet in the Second Rate Period as described in Section 17.3. The total amount of any principal payments by Joliet to Chicago under this Subsection 17.2.B(i) prior to commencement of Partial Delivery shall be deducted from the value of the asset which will be otherwise included in the rate base after the commencement of Partial Delivery; and

ii. if the Tunnel Connection has been completed and is ready to deliver Water to Joliet through the Tunnel Connection, and Joliet is not taking delivery of Water, then Joliet agrees to reimburse Chicago for any costs incurred, in connection with the maintenance and operation of the Tunnel Connection on a monthly basis.

iii. If Joliet transfers to Chicago, and Chicago takes ownership of Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve, prior to the Second Rate Period, and Joliet is not taking delivery of Water through the Chicago New Water Supply Infrastructure, then Joliet agrees to reimburse Chicago for the costs it incurs, if any, in connection with maintenance and operation of the Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve, on a monthly basis.

C. For Water provided by Chicago to Joliet via any Chicago Customer and the Water provided by Chicago is metered on that Customer's meter, no payment from Joliet to Chicago shall be required. The Parties understand that the Chicago Customer will be charged for such Water by Chicago and that the Chicago Customer may charge Joliet for the Water delivered by the Chicago Customer to Joliet, which charges shall not be subject to approval or review by Chicago.

D. For Water provided by Chicago to Joliet that is not delivered through the Point of Demarcation (such as Water used during construction prior to substantial completion of the Chicago New Water Supply Infrastructure) and is not delivered via another Chicago Customer, such as Hydrant Water, Joliet shall pay for Water as provided in Section 17.10.

17.3 Water Rate During the Second Rate Period. During the Second Rate Period, the Charged Water Rate shall be calculated as described in this Section 17.3 and Subsection 17.4.A, and shall be subject to an Annual Reconciliation determined as described in Subsection 17.4.B, with the following exceptions:

A. A fraction ("Second Rate Period Fraction") of the capacity costs and customer costs will be allocable to Joliet. The Second Rate Period Fraction will be equal to the number of calendar days of the Second Rate Period during which Joliet takes delivery of Water from Chicago divided by three hundred sixty-five (365) days. The Second Rate Period Fraction will be estimated based on the projected number of calendar days of the Second Rate Period in determining the Projected AWWA Rate. The Second Rate Period Fraction will be calculated based on the actual number of calendar days of the Second Rate Period in determining the Annual Reconciliation Amount.

B. Commodity costs will be allocated based on Joliet's share of the volumetric use of all facilities used and useful to provide Water service to Joliet, as listed in Subsection 17.5.A(i).

C. The Inflation Index Water Rate and the Fixed Limit Water Rate shall not be used in determining the Charged Water Rate and the Annual Reconciliation Amount while in the Second Rate Period.

D. The Charged Water Rate and the Annual Reconciliation Amount, as calculated in Subsections 17.4.A and 17.4.B, will be adjusted for purposes of the Second Rate Period as follows:

i. the Charged Water Rate will be the Projected AWWA Rate, with certain costs allocated in accordance with Subsections 17.3.A and 17.3.B.

ii. the Capped Audited AWWA Rate will be the Audited AWWA Rate, with certain costs allocated in accordance with Subsections 17.3.A and 17.3.B.

E. Joliet shall provide estimates of the projected Units of Service and Second Rate Period Fraction to Chicago not later than June 30, 2029. If no estimate is provided to Chicago, Chicago may make the estimates on Joliet's behalf. The Cost of Service Study used to establish the Charged Water Rate for the 2030 Rate Year is expected to be performed using audited information from fiscal year 2028 and is expected to be performed within ninety (90) days of the date that the financial statements for the Chicago Water Fund are published, expected to occur on or about June 30, 2029 such that Chicago provides notification of the rate not less than ninety (90) days prior to the beginning of the following Rate Year. If Joliet determines that the Second Rate Period will begin more than one year after the Targeted Water Delivery Date, then Joliet will provide estimates of the projected Units of Service and Second Rate Period Fraction by June 30th of the year prior to which the Second Rate Period will begin, and Chicago expects to provide notification of the rate for the first year of the Second Rate Period within ninety (90) days of the publication of the financial statements for the Chicago Water Fund published in the year prior to the first year of the Second Rate Period.

F. Chicago and Joliet agree that the Water Rate to be charged by Chicago to Joliet during the first year of the Second Rate Period shall not exceed the Water Rate calculated pursuant to the audited 2019 Cost of Service study adjusted to the year of the first year of the Second Rate Period in accordance with the Water rate calculation methodology as described in Subsections 17.4.A(ii) and 17.4.A(iii), but which Water Rate increase limitations will only apply to growth in costs attributable to the following: (i) administration (including pension expenses that can be attributed pursuant hereto) and (ii) capital expenditures, commodity costs and personnel expenses (including pension expenses that can be attributed pursuant hereto) related to 68th Street/Dunne Crib, Eugene Sawyer Water Purification Plant, and South Tunnel Zone. Increases attributable to the Units of Service and differences between estimated and actual costs associated with the construction of the Chicago New Water Supply Infrastructure will not be subject to such limitations.

17.4. Water Rate During the Regular Rate Period. For the Regular Rate Period, each year at the time specified in Subsection 17.5.C, the Charged Water Rate to Joliet in a given year shall be calculated as described in Subsection 17.4.A and shall be subject to an Annual Reconciliation determined as described in Subsection 17.4.B.

A. Determination of Water Rate. The Charged Water Rate will be equal to the lowest of the amounts determined by the following three Water rate calculation methods:

i. *The Projected AWWA Rate* A rate for the next year based on the most recently completed Cost of Service Study as well as projected costs and expenses to provide Water to Joliet and the projected Units of Service required for the next year.

ii. *Inflation Index Water Rate*. A rate to be determined as follows, to account for inflation using the CPI-W:

The annual *Inflation Index Water Rate* will be calculated by applying the 10-year change in the CPI-W to the Capped Audited AWWA Rate from 10 years prior. In each year of the Regular Rate Period, Chicago will calculate the IIWR by taking the product of:

a. The Capped Audited AWWA Rate from ten years prior, or, if the first year of the Regular Rate Period occurred fewer than eleven years prior, the Audited AWWA Rate from the first year of the Regular Rate Period; and

b. The total change in CPI-W for the most recent available calendar year compared to CPI-W from ten years prior, or, if the first year of the Regular Rate Period occurred less than eleven years prior, the CPI-W from the number of years prior equivalent to the number of years of the Regular Rate Period that have previously occurred minus one.

$$IIWR_i = CAAR_{i-n} \times \left(1 + \frac{CPI\text{-}W_i - CPI\text{-}W_{i-n}}{CPI\text{-}W_{i-n}}\right)$$

where,

i = the Rate Year of water service for which the IIWR is being calculated.
n = *i* less the number of years since the year prior to the Regular Rate Period, but no greater than 10 (*n* ≤ 10).
IIWR = the Inflation Index Water Rate.
CAAR = the Capped Audited AWWA Rate.

In the first year of the Regular Rate Period, the Capped Audited AWWA Rate from the year prior will equal the Audited AWWA Rate from the year prior to the Regular Rate Period.

iii. *Fixed Limit Water Rate*. The Audited AWWA Rate ("AAR") calculated for the year prior to the year for which a rate is being calculated and multiplied by one hundred and five percent (105%) per Rate Year.

To the extent that the necessary audited or inflation information is not available to determine the Charged Water Rate, then the Parties will meet and confer to determine the most recent available information to be used to calculate the Water rate.

B. Annual Reconciliation. Each year at the time specified in Subsection 17.5.B, the Annual Reconciliation for the prior year will be calculated as provided below.

i. The difference between the Capped Audited AWWA Rate for a given year and the Charged Water Rate for that year multiplied by the total Water delivered to Joliet by Chicago in that year is the "Annual Reconciliation Amount" and will be charged to the appropriate Party in the following year.

$$\text{Annual Reconciliation Amount}_i = (\text{CAAR}_i - \text{Charged Water Rate}_i) \times \text{Joliet Water Consumption (kgal)}_i$$

Where,
i = the Rate Year of water service for which the Annual Reconciliation Amount is being calculated.
CAAR = the Capped Audited AWWA Rate.

If the Capped Audited AWWA Rate for a given year is greater than the Charged Water Rate, then Joliet will pay the Annual Reconciliation Amount to Chicago in the following year. If the Capped Audited AWWA Rate for a given year is less than the Charged Water Rate for that year, then Chicago will pay the Annual Reconciliation Amount to Joliet in the following year. If the difference between the Capped Audited AWWA Rate and the Charged Water Rate for a given year is zero ($0.00), then the Annual Reconciliation Amount is also zero ($0.00) and neither Party will make a payment.

ii. The Capped Audited AWWA Rate shall be calculated as follows:

a. If, during the prior Rate Year, a Qualifying Event and Demand Event did not occur, the Capped Audited AWWA Rate for that Rate Year shall be the lowest of the amounts determined by the adjustment options below:

I. The Audited AWWA Rate; and

II. Inflation Index Water Rate as described in Subsection 17.4.A(ii); and

III. Fixed Limit Water Rate as described in Subsection 17.4.A(iii).

b. If, during the prior Rate Year, a Qualifying Event did not occur, but a Demand Event did occur, the Capped Audited AWWA Rate for that Rate Year shall be the sum of:

I. The lowest of the amounts determined by the adjustment options below:

(1) An adjusted Audited AWWA Rate, calculated without the change in Units of Service that caused the Demand Event; and

(2) Inflation Index Water Rate as described in Subsection 17.4.A(ii); and

(3) Fixed Limit Water Rate as described in Subsection 17.4.A(iii);

Plus

II. The difference between:

(1) An adjusted Audited AWWA Rate, calculated without the change in Units of Service that caused the Demand Event; and

(2) The Audited AWWA Rate.

iii. If a Qualifying Event did occur during the prior year, then the Capped Audited AWWA Rate shall equal the sum of:

a. The lowest of the amounts determined by the adjustment options below:

I. The Audited AWWA Rate, calculated without the costs directly associated with the Qualifying Event; and

II. Inflation Index Water Rate as described in Subsection 17.4.A(ii); and

III. Fixed Limit Water Rate as described in Subsection 17.4.A(iii);

Plus

b. The difference between:

I. The Audited AWWA Rate; and

II. The Audited AWWA Rate, calculated without the costs directly associated with the Qualifying Event.

iv. To the extent that the necessary audited or inflation information is not available to calculate the Capped Audited AWWA Rate, then the most recent available information will be used, and the Parties will meet and confer to determine whether any additional information should be used to calculate the Capped Audited AWWA Rate. Upon receipt of the audited or inflation information needed to calculate the Capped Audited AWWA Rate, any differences in the two calculations will be included in the next Annual Reconciliation.

v. The Annual Reconciliation Amount calculated for year i will be calculated approximately ninety (90) days prior to the end of year i +1 (such end of year being December 31) and would be paid (if it is nonzero) during year i + 2. For example, the Annual Reconciliation Amount for the year ending December 31, 2031, would be calculated during 2032 after the Audited Financials for the Chicago Water Fund for fiscal year 2031 are available. The Annual Reconciliation Amount for year 2031, having been calculated during 2032, would be payable during year 2033.

vi. The Annual Reconciliation Amount will be calculated in dollars and whole cents. The Annual Reconciliation Amount is payable in twelve equal payments paid concurrently with the monthly bill payments. If a payment is due from Chicago, then Chicago, at its option, may make payment by providing a credit to Joliet's bill, either in a lump sum on one of the monthly bills or divided into twelve equal credits applied to the monthly bills.

vii. The Annual Reconciliation for any year or partial year in the Second Rate Period will be calculated as described in Section 17.3.

viii. There will be no Annual Reconciliation during the Initial Rate Period.

ix. To the extent that both a Demand Event and Qualifying Event occur in one rate year, the calculations associated with both the Qualifying Event and the Demand Event will be considered. Section 15.7 requires Chicago to give notice to Joliet of a Qualifying Event.

x. For curtailment events caused by Joliet or flushing required for the water source transfer, Chicago agrees, if requested by Joliet, to assess a surcharge for Water utilized by Joliet for these events in lieu of a higher demand being incorporated into the actual Units of Service for the Rate Year. If Joliet requests to be charged such a surcharge, Chicago shall assess the surcharge, which will be the difference between the rate calculated pursuant to Section 17.3 for the period of the event and the Charged Water Rate applied to the volume of Water used during the period of that event. The Annual Reconciliation shall account for any changes to the surcharge based on the Capped Audited AWWA Rate.

Chicago and Joliet agree that the Water Rate to be charged by Chicago to Joliet during the first year of the Regular Rate Period shall not exceed the Water Rate calculated pursuant to the audited 2019 Cost of Service study adjusted to the year of the first year of the Regular Rate Period in accordance with the Water rate calculation methodology as described in Subsections 17.4.A(ii) and 17.4.A(iii), but which Water Rate increase limitations will only apply to growth in costs attributable to the following: (i) administration (including pension expenses that can be attributed pursuant hereto) and (ii) capital expenditures, commodity costs and personnel expenses (including pension expenses that can be attributed pursuant hereto) related to 68th Street/Dunne Crib, Eugene Sawyer Water Purification Plant, and South Tunnel Zone. Increases attributable to the Units of Service and differences between estimated and actual costs associated with the construction of the Chicago New Water Supply Infrastructure will not be subject to such limitations.

This Subsection 17.4.B shall survive termination of this Agreement.

17.5. Cost of Service.

A. Cost of Service Methodology.

i. General Methodology. Chicago's cost of service methodology shall be based on the then generally recognized principles and practices in the M1 Manual, and the Parties agree to continue engagement on the development and interpretation of the M1 Manual in the cost of service methodology. If the M1 Manual is revised in a manner that either Party believes will affect the agreed-upon cost of service methodology, that Party will notify the other Party and the Parties will meet and confer to discuss the proposed revisions and the impact on the calculation of cost of service.

The cost of service methodology shall establish the Chicago Water Fund's revenue requirement by the utility-basis approach, and shall allocate such revenue requirements by the commodity-demand method based on the specific facilities used and useful in providing Water service to Joliet. The Parties agree that, as of the Effective Date, these specific facilities are: 68th Street/Dunne Crib Complex; Eugene Sawyer Water Purification Plant; South Tunnel Zone; Tunnel Connection and Tunnel Extension; Low Service Pump

Station; and Chicago Service Valve. The rate base on which any rate of return on rate base will be calculated shall be determined in accordance with the M1 Manual and will include the fair value net plant in service, working capital and construction work in progress.

B. Annual Cost of Service Studies.

i. General. A Cost of Service Study shall be completed annually by Chicago based on the cost of service methodology established in Subsection 17.5.A.

The annual Cost of Service Study will be performed using Audited Financials in conjunction with other information available:

a. to estimate Chicago's projected cost of service to provide Water to Joliet in the Rate Year beginning on the January 1 following the release of the Audited Financials ("Projected AWWA Rate"); and

b. to determine Chicago's actual cost of service to provide Water to Joliet for the prior Rate Year ("Audited AWWA Rate").

For the determination of the Projected AWWA Rate for the next Rate Year, Chicago will perform a projected Cost of Service Study using Chicago's budgeted revenue requirements and projected Units of Service (Joliet's Units of Service as well as the system wide Units of Service). For determination of the Audited AWWA Rate for the previous Rate Year, Chicago will perform an audited Cost of Service Study using Chicago's actual revenue requirements, actual system-wide Units of Service of the Chicago Water System, and the actual Units of Service provided to Joliet excluding the effect on the Actual Peaking Factor associated with an Emergency Demand Event or curtailment or flushing described in Subsection 17.4.B(x). For planned curtailment initiated by Chicago, Joliet will make reasonable efforts to increase storage in the water system in preparation for the curtailment assuming notice is provided per Section 11.8. In instances where a Qualifying Event and an Emergency Demand Event or curtailment or flushing described in Subsection 17.4.B(x) conflict, the Qualifying Event controls.

ii. Timing. In anticipation of providing Water beginning on the Targeted Water Delivery Date, Chicago will perform Cost of Service Studies based upon Audited Financials of the Chicago Water Fund for each of the years 2024 and 2027. In addition, if Chicago provides cost of service information related to the 2021 Rate Year to another wholesale customer, Chicago will make comparable cost of service information available to Joliet.

The Audited AWWA Rate calculated for the years beginning January 1, 2024 and January 1, 2027 will be calculated solely to fulfill the requirements of this Subsection 17.5.B.

Beginning in 2029 and annually thereafter, Chicago will perform a projected Cost of Service Study for the next Rate Year (2030) and an audited Cost of Service Study for the most recently available Rate Year (2028). If, prior to the performance of the audited Cost of Service Study for 2028, Joliet determines that the Second Rate Period will begin more than one year after the Targeted Water Delivery Date, then Chicago will not be obligated to perform a Cost of Service Study until the later of the 2029 Rate Year or the Rate Year two years prior to the first year in which the Second Rate Period is estimated to begin.

An audited Cost of Service Study for the previous Rate Year will be performed within ninety (90) days following the publication of the Audited Financials of the Chicago Water Fund for the previous fiscal year, which is expected to be on or about June 30 of the year following the year described in each year's Audited Financials. The Projected AWWA Rate calculated based on a projected Cost of Service Study for the following Rate Year will be provided to Joliet no later than October 3 of each year, which will be ninety (90) days prior to the first day of the next year. Joliet shall provide estimated Units of Service for the relevant Rate Year to Chicago not later than June 30 of the prior year beginning with 2030. If no estimate is provided to Chicago, Chicago may use the most recent projections provided pursuant to Subsection 17.3.E or may make the estimates on Joliet's behalf.

C. Joliet Review of Chicago's Annual Cost-of-Service Study.

i. Timing of Reviews. Annually, Joliet will perform a review of Chicago's Annual Cost of Service Study to understand and verify the Audited AWWA Rate for the previous Rate Year, and resulting Annual Reconciliation (as applicable), as well as the Projected AWWA Rate for the next Rate year. After receipt of the necessary information (anticipated to be October 3rd as noted in Subsection 17.5.B(ii), Joliet will have sixty (60) days to review the information and provide comments to Chicago. Chicago shall work in good faith to resolve the comments prior to first day of the next year. Any unresolved comments which affect the projected Cost of Service Study and resulting Projected AWWA Rate will either be addressed mid-year (July 1st) or incorporated into the Audited AWWA Rate and Annual Reconciliation at the end of the Rate Year.

In anticipation of providing Water beginning on the Targeted Water Delivery Date, Joliet will also perform a review of Chicago's Cost of Service Studies based upon Audited Financials of the Chicago Water Fund for each of the years 2024 and 2027. In addition, in 2029, Joliet will perform a review of the Cost of Service Study based on Audited Financials of the Chicago Water Fund in 2028 as well as the Projected AWWA Rate for 2030.

ii. Information to be Provided by Chicago. Chicago shall provide to Joliet the following information to allow for the review of the annual Cost of Service Study which establishes the Audited AWWA Rate as well as the Projected Water Rate:

a. Memorandum or summary report from Chicago documenting:

I. Any changes in cost allocation methods or processes;

II. Any changes in data sources for key inputs;

III. Any changes in budget or actual cost figures with significant effect on Joliet's rate contributing to a change in Joliet's rate of more than five (5) percent;

IV. A summary of the rate update process and results; and

V. Audited financial statements including Chicago's Comprehensive Annual Financial Report and an independent auditor's report.

D. Joliet Comprehensive Review of Chicago's Cost-of-Service Study.

i. Timing of Audits. Joliet may, at its option, conduct a comprehensive audit of the Cost of Service Study not more often than once every five years, and, in addition, for any year in which the Projected AWWA Rate to Joliet increases by five (5) percent or more over the prior year.

In anticipation of providing Water beginning on the Targeted Water Delivery Date, Joliet will also perform a comprehensive audit of Chicago's Cost of Service Studies based upon Audited Financials of the Chicago Water Fund for 2024 and 2027.

After receipt of the necessary information (anticipated to be October 3rd as noted in Subsection 17.5.B(ii)), Joliet will have one hundred fifty (150) days to review the information and provide comments to Chicago. Chicago shall work in good faith to resolve the comments within forty-five (45) days after receipt of Joliet's comments. It is understood that this timing extends beyond the period for review otherwise provided in Subsection 17.5.C(i). Any comments which affect the projected Cost of Service Study and resulting Projected AWWA Rate will either be addressed mid-year (July 1st) or incorporated into the Audited AWWA Rate and Annual Reconciliation at the end of the Rate Year.

ii. Information to be Provided by Chicago. As part of this comprehensive audit and any other audit under this Agreement, Chicago shall provide to Joliet all reasonable information and back-up materials used to perform the Cost of Service Study and allow Joliet to make a complete, open-book review of the Cost of Service Study, the various elements of operations and maintenance as well as assessment of the condition and valuation of all capital facilities included in the Cost of Service Study.

The Parties acknowledge that as of the Effective Date, there is certain information that is not yet available relating to certain elements of the cost of service that are needed to complete the audit of the Cost of Service Study. Chicago agrees that to the extent practicable based on the information available to Chicago, Chicago shall provide such reasonable information to enable Joliet to perform audits of the Cost of Service Study, such that cost of service can be verified for conformance to the M1 Manual. Chicago acknowledges that as part of its annual audits of the City of Chicago Department of Water Management Water Fund beginning no later than December 31, 2027 or such information being recorded such that it is included in the 2028 calendar/fiscal year audit, Chicago shall make reasonable efforts to provide the information relating to the elements of the cost of service needed to complete the Cost of Service Study and audit.

The Parties will meet and confer on any differences in the application of the methodology and calculations to allow Joliet to establish its rates to its retail customers and Subsequent Purchasers.

E. Certain Aspects of Cost of Service. The Parties acknowledge and agree that Joliet's cost of service will exclude, without limitation, and to the extent practicable based on the information available to Chicago, the costs incurred by Chicago, as determined by Chicago: (i) to replace the lead service lines of Chicago's retail Water customers; (ii) to install new or replacement Water meters of Chicago's retail Water customers; (iii) to replace Chicago's Water transmission and distribution mains (other than those facilities listed in Subsection 17.5.A(iv) associated with administrative and all other functions, activities, costs and expenses performed or incurred by DWM or other Chicago departments that are directly attributable to Chicago's retail customers; (v) to pay amounts in the revenue requirement for pay-as-you-go Capital Improvements if such improvements will be added to the fair value of infrastructure serving Joliet,

(vi) to pay any amounts due to Chicago employees who do not perform work that pertains to the elements of Water service and delivery used to provide Water service to Joliet, including without limitation for wages, salaries, employee benefits, and pension contributions; and (vii) to pay any amounts due to pension funds for Chicago employees that are attributable to work performed prior to the Targeted Water Delivery Date or any contributions made to those pension funds to cover work performed prior to the Targeted Water Delivery Date. The Parties agree that, acknowledging the specific principles and limitations outlined in this Article 17, Chicago has the right to set its own water rates for its customers.

F. Uniformity of Methodology. Except for the clauses in Subsection 17.5.E(iii) and Subsection 17.5.E(vii), the methodology described in this Section 17.5 shall be similar in material respects to the methodology used in the calculation of water rates for other Chicago Wholesale Customers that are charged based upon a cost of service methodology at that time, but only as practicable and based upon Chicago's reasonable efforts.

17.6. Resolution of Article 17 Disputes. The Parties agree that if Joliet disagrees with Chicago's application of the methodology in a Cost of Service Study described in this Article 17 or the application of any other provision in this Article 17, Joliet shall notify Chicago, within sixty (60) days following the date on which Joliet first became aware of the methodology or application of this Article 17 being disputed, that it is invoking the dispute resolution procedure described in Section 20.18.

17.7. Payment From Revenues. This Agreement shall be a continuing valid and binding obligation of Joliet payable from Revenues for the Initial Term and any Renewal Term.

17.8. Charges to Joliet Customers. Joliet covenants and agrees to charge such rate or rates for the furnishing of Water to Joliet Customers so that the Revenues shall at all times be sufficient to pay in full all amounts due to Chicago from Joliet hereunder and in compliance with Section 12.7.

17.9 Exceptions to the Water Rate. Notwithstanding any provision in this Agreement to the contrary, during the Initial Rate Period, the Second Rate Period or the Regular Rate Period, Joliet shall pay the rate specified below for each of the types of Water listed below:

A. If Joliet obtains any Water for domestic use at any portion of the Joliet New Water Supply Infrastructure located within the Chicago corporate boundaries, and that Water is delivered through Chicago's Water distribution system and not through the Point of Demarcation, Joliet shall establish a retail Water account with Chicago and pay the associated retail Water rate charged to Chicago Retail Customers as set from time to time by ordinance and all applicable taxes and fees imposed upon Chicago Retail Customers.

B. During the construction period, if Joliet or its Contractors or Subcontractors working on behalf of Joliet require Hydrant Water on a temporary basis as described in Subsection 11.4.A(ii), Joliet shall be, or shall require its Contractors and Subcontractors taking out the permit to be, responsible for paying to Chicago the standard fee for such usage as provided by applicable Law (as of the Effective Date, applicable Law includes Section 11-12-290 of the Municipal Code of Chicago).

ARTICLE 18. SEWER RATES.

18.1. Sewer Rates. The amounts due for sewer service will be based on the following:

A. If Joliet obtains any Water for domestic use at any portion of the Joliet New Water Supply Infrastructure located within the Chicago corporate boundaries, and that Water is delivered through Chicago's Water distribution system and not through the Point of Demarcation, Joliet shall establish a retail Water account with Chicago and pay for associated sewer service for the facility covered by the account, as provided in applicable Law (as of the Effective Date, this includes Section 3-12-020 of the Municipal Code of Chicago). For such sewer service, Joliet shall pay the then-current rate charged to metered customers within the Chicago corporate boundaries as set from time to time by ordinance and all applicable taxes and fees imposed upon Chicago Retail Customers.

B. Except for sewer charges pursuant to Subsection 18.1.A, in the event of a discharge of Water into the Chicago sewer system from any portion of the Joliet New Water Supply Infrastructure, including but not limited to, any overflow from the Suction Well, Joliet shall be responsible for metering such discharge or otherwise providing to Chicago a good faith estimate to the greatest degree of accuracy practicable. Joliet shall provide such meter reading or estimate to Chicago within thirty (30) days after such a discharge. If no meter reading or estimate is provided within thirty (30) days, Chicago may make a good faith estimate of the quantity discharged. Such discharges to the Chicago sewer system shall be charged in the manner provided for in applicable Law (as of the Effective Date, this includes Section 3-12-020(b) of the Municipal Code of Chicago). If Joliet caused the discharge, Joliet shall pay the associated sewer charges. If Chicago caused the discharge, Chicago shall pay the associated sewer charges. If neither Party caused the discharge, or if the cause of the discharge cannot be determined, then the Parties shall each pay an equal share of the associated charges.

ARTICLE 19. BILLING.

19.1. Frequency. Chicago shall bill Joliet not more frequently than once monthly for: (i) all wholesale Water furnished to Joliet pursuant to this Agreement; and (ii) all other services provided to Joliet under this Agreement, including retail Water service and sewer service.

19.2. Basis. Quantities on invoices to Joliet shall be based on the following:

A. For the purchase of wholesale Water, quantities shall be based on readings of the Measuring Devices at the Point of Measurement to establish the quantity of Water delivered to Joliet. Readings may be adjusted as provided for in Article 16.

B. For the purchase of retail Water quantities shall be based on readings of the metering devices required for purchase of retail Water.

C. For the retail use of the Chicago sewer system, quantities shall be based on readings of the metering devices required for the purchase of retail Water.

D. For discharges into the Chicago sewer system pursuant to Subsection 18.1.B, quantities shall be based on readings or estimates as described in Subsection 18.1.B.

19.3. Form. Each wholesale invoice shall indicate the total amount of wholesale Water delivered and include the readings on the Measuring Devices at the beginning and end of each billing period and shall specify the Water Rate and such adjustments as are applicable, including amounts of the Annual Reconciliation Amount to be applied for the billing period pursuant to Subsection 17.2.A. In addition, separate invoices shall be provided for fees and charges described in Subsections 19.2.B, 19.2.C and 19.2.D.

19.4. Payment Method. Joliet shall timely (as noted on the invoices) pay for Water by a method mutually agreed to by the parties and without causing Chicago to incur any costs associated with said payment.

19.5. Late Payment Penalty. Joliet shall be charged a Late Penalty for late payment of invoices not greater than that charged to metered Chicago Retail Customers inside the Chicago corporate boundaries as provided by applicable Law (applicable Law as of the Effective Date includes Section 11-12-420 of the Municipal Code of Chicago, which provides that the Late Penalty is assessed at one and one fourth percent (1.25%) per month after a payment is not received within twenty-four (24) days of the date the bill was sent).

19.6. Resolution of Billing Disputes. The Parties agree that If Joliet disagrees with the quantities, charges or other aspects of any invoice from Chicago under this Article 19 or the application of any other provision in this Article 19, Joliet shall notify Chicago, within sixty (60) days following the date on which Joliet first became aware of the error or issue under this Article 19 being disputed, that it is invoking the dispute resolution procedure described in Section 20.18.

ARTICLE 20. EVENTS OF DEFAULTS AND REMEDIES

20.1. Joliet Defaults. The occurrence and continuance of any one or more of the following events shall be a Joliet default ("Joliet Default") under this Agreement:

A. the failure of Joliet to pay in full the amount due and shown on any Water invoice due and owing on the due date for such payment as indicated on such Water invoice or any other payment obligations under this Agreement;

B. any default by Joliet under any Easement which remains uncured by Joliet under the terms of said Easement;

C. the failure of Joliet or any Joliet Contractor to maintain insurance coverage as provided in Article 21;

D. Joliet's non-compliance in the performance or observance of any obligation, condition, covenant, provision or term contained in this Agreement that causes injury to individuals, damage to property including without limitation, the Chicago Water System, or impairs the operation of the Chicago Water System or its ability to provide Water;

E. any material representation, warranty or statement made by or on behalf of Joliet in this Agreement shall prove to be untrue in any material respect on the date as of which it was made or deemed made;

F. if Joliet, (i) admits, in writing, that it is unable to pay its debts as such become due, (ii) makes an assignment for the benefit of creditors, (iii) files a voluntary petition under Title 9 of the U.S. Code, or if such petition is filed against it and an order for relief is entered, or if Joliet files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Joliet, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (iv) takes any action in furtherance of any action described in this Subsection 20.1.F; or if within ninety (90) days after the commencement of any proceeding against Joliet seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future

U.S. bankruptcy code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Joliet, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Joliet or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay, such appointment has not been vacated; and

G. Joliet's willful or reckless failure to provide notice, as required by Section 27.1, in the event of an emergency due to a failure, malfunction, maintenance or catastrophic event that will materially impact the Chicago Water System or cause damage to property owned by Chicago, CPD, or the Board of Education of the City of Chicago.

20.2. Covenant Default. Any non-compliance by Joliet in the performance or observance of any obligation, condition, covenant, provision or term contained in this Agreement other than a default under Subsection 20.1.A will constitute a covenant default ("Covenant Default") by Joliet.

20.3. Default for Failure to Pay. The occurrence and continuance of a Joliet Default under Subsection 20.1.A will constitute a default for failure to pay ("Default for Failure to Pay").

20.4. Notice of Default to Joliet. Chicago will provide written notice to Joliet for a Covenant Default or a Default for Failure to Pay. The notice shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.5. Joliet Default Cure Periods.

A. Cure Period for Covenant Default. Joliet shall have one hundred and eighty (180) days after the date of receipt of a notice of a Covenant Default ("Initial Cure Period") to remedy the subject Covenant Default. If any such non-compliance by Joliet cannot reasonably be remedied or resolved within the Initial Cure Period, and if Chicago determines that Joliet shall have commenced to remedy such non-compliance within the Initial Cure Period and is thereafter continuing to diligently effect such remedy, then Chicago may extend the Initial Cure Period for an additional ninety (90) days ("Second Cure Period") from the end of the Initial Cure Period. During the Initial Cure Period, the Parties will endeavor to negotiate in good faith for a resolution of the subject Covenant Default.

B. Cure Period for Default for Failure to Pay. Joliet shall have one hundred and eighty (180) days after the date of receipt of a notice of a Default for Failure to Pay ("Initial Cure Period for Payment") to make payments of all amounts due under the Water invoices or any other payment obligations under this Agreement.

C. Specified Joliet Defaults. Upon the occurrence of any Joliet Default under Subsections 20.1.C or 20.1.G, Chicago shall have the right to terminate this Agreement following the Cure Periods specified in Subsection 20.5.A, and prior to the expiration of such Cure Periods, Chicago shall have the other remedies specified in this Article 20.

20.6. Chicago Remedies for Joliet Covenant Defaults. Upon the occurrence of a Covenant Default, if either Joliet has not demonstrated diligence in curing the Covenant Default during the Initial Cure Period or has not cured the Covenant Default during the Second Cure Period, Chicago may, at Chicago's sole discretion and after notifying Joliet, exercise any one or more of the following rights and remedies, as applicable, or by law provided including, without limitation, and as follows:

A. Chicago may issue to Joliet a written notice of Termination pursuant to the provisions of Article 6 and Terminate this Agreement either at the end of the Initial Cure Period or at the end of the Second Cure Period, as applicable; and

B. Chicago may suspend or shut off the supply of Water to Joliet.

C. Chicago may order Joliet to immediately cease and to cause the CMAR to immediately cease all work relating to this Agreement.

D. In the event of Joliet's Covenant Default under Subsections 7.6.J, 9.7.E(vii), 9.7.G and Section 29.4, Chicago shall have among the other remedies set forth in Article 20, the right to require Joliet to pay costs and expenses incurred by Chicago in defending any action before the Internal Revenue Service in connection with any regulatory inquiry, action or proceeding and to reimburse Chicago for any penalties imposed relating to said actions that is a result of said Covenant Default.

The notices under this Section 20.6 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.7. Remedies for Default for Failure to Pay. In the event of a Default for Failure to Pay that remains uncured at the end of the Initial Cure Period for Payment, Chicago may at Chicago's sole discretion and after notifying Joliet, exercise any one or more of the following rights and remedies, as applicable, or by law provided including, without limitation, and as follows:

A. Chicago will have first priority over monies in any operations and maintenance funds relating to Joliet's Water System for payment of amounts currently due and owing for Chicago Water invoices.

B. Chicago and Joliet shall establish an escrow account ("Escrow Account") to which Joliet will deposit all monies from any Joliet Water System General Fund or any other revenue surplus fund relating to the Joliet Water System for the payment of past due amounts due and owing from Water invoices including any applicable Interest and Late Penalties.

i. The Escrow Account shall be managed in trust by an Escrow Agent chosen by Chicago, pursuant to the terms of an Escrow Agreement which shall be in a form satisfactory to Chicago, and shall provide that all fees, costs, and expenses associated with the Escrow Agreement shall be paid by Joliet.

ii. The Escrow Account will remain in place for the period from its establishment until (a) Joliet has fully paid past due amounts due and owing from Water invoices including any applicable interest and Late Penalties; and (b) Joliet remains current in the payment of Water invoices for a period of ninety (90) consecutive calendar days after the date on which all past-due amounts owing from Water invoices have been paid to Chicago ("Escrow Period"), after which the Escrow Account will be closed and any remaining amounts on deposit will be paid to Joliet or at the direction of Joliet.

iii. The Escrow Agent shall disburse funds on a monthly basis from the Escrow Account during the Escrow Period in the following order and as follows:

a. first: for the payment to Chicago of past due amounts due and owing from Water invoices including any applicable Interest and Late Penalties; and

b. second: to Joliet or at the direction of Joliet.

iv. Chicago and Joliet will jointly administer deposits and disbursements from the Escrow Account, subject to each Party's obligations under Section 20.7.

The notices under this Section 20.7 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.8. Escrow Period in Excess of Nine Months. In the event the Escrow Period exceeds nine (9) months from the date of the beginning of an Escrow Period, Chicago will have the option to exercise one or more of the following remedies following notice to Joliet:

A. Termination of Agreement. Chicago may issue to Joliet a written notice of Termination pursuant to the provisions of Article 6; and

B. Suspend or Cease Providing Water. Chicago may suspend or shut off the supply of Water to Joliet.

The notices under this Section 20.7 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.9 Disposition of the Joliet New Water Supply Infrastructure Upon Termination Due to Joliet Default. In the event of a Termination due to a Joliet Default, the provisions of Article 7 will apply.

20.10. Fees, Costs, and Expenses. If there is a Joliet Default and Chicago should employ attorneys or incur other costs and expenses for the collection of the payments due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of Joliet contained in this Agreement, Joliet agrees that it will, after notice and demand therefor, pay to Chicago the reasonable fees and expenses of such attorneys and such other reasonable fees, costs, and expenses so incurred by Chicago.

20.11. Available Remedies. In addition to the remedies set forth above, Chicago may pursue any available remedy in any courts within the venues as provided in Section 28.2 by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief and the specific performance of the provisions contained in this Agreement.

20.12. Remedies Cumulative and Concurrent. The remedies of Chicago, as provided in this Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together and may be exercised as often as occasion therefor shall arise and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Except as otherwise specifically required in this Agreement, notice of the exercise of any right or remedy granted to Chicago in this Agreement is not required to be given.

20.13. Failure to Exercise Remedy Not a Waiver. The failure of Chicago for any period of time or on more than one occasion, to exercise any remedy available to Chicago as described in this Agreement shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Joliet Default. No act of omission or commission of Chicago, including specifically any discontinued or abandoned proceeding, or failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Chicago and then only to the extent specifically recited in said written document.

20.14. Chicago Default. The occurrence and continuance of any one or more of the following events shall be a Chicago default ("Chicago Default") under this Agreement:

A. any material representation, warranty or statement made by or on behalf of Chicago in this Agreement shall prove to be untrue in any material respect on the date as of which it was made or deemed made;

B. Chicago's non-compliance in the performance or observance of any obligation, condition, covenant, provision or term contained in this Agreement that causes injury to individuals, damage to property including without limitation to the Joliet Water System, or impairs the operation of the Joliet Water System or its ability to provide Water;

C. the failure of Chicago or any Chicago Contractor to maintain insurance coverage as provided in Article 21;

D. Chicago, without the prior written consent of Joliet: (A) sells, or executes a contract to sell, the Chicago Water System or (B) assigns, or executes a contract to assign, this Agreement; and

E. Chicago's willful or reckless failure to provide notice in the event of an emergency due to a failure, malfunction, maintenance or catastrophic event that will materially impact the Joliet Water System or cause damage to property owned by Joliet.

Joliet will provide written notice to Chicago of a Default by Chicago. The notice shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email.

20.15. Chicago Default Cure Periods. Chicago shall have one hundred and eighty (180) days after the date of receipt of a notice of a Default ("Initial Cure Period") to remedy the subject Default. If any such non-compliance by Chicago cannot reasonably be remedied or resolved within the Initial Cure Period, and if Joliet determines that Chicago shall have commenced to remedy such non-compliance within the Initial Cure Period and is thereafter continuing to diligently effect such remedy, then Joliet may extend the Initial Cure Period for an additional ninety (90) days ("Second Cure Period") from the end of the Initial Cure Period. During the Initial Cure Period, the Parties will endeavor to negotiate in good faith for a resolution of the subject Chicago Default.

20.16. Specified Chicago Defaults. Upon the occurrence of any Chicago Default under Subsections 20.14.C or 20.14.E, Joliet shall have the right to terminate this Agreement following the Cure Period specified in Section 20.15 and prior to the expiration of such Cure Periods, Joliet shall have the other remedies specified in this Article 20.

20.17. Joliet Remedies upon Chicago Default. Upon the occurrence of a Chicago Default, Joliet may, by written notice to Chicago, declare a Chicago Default and at Joliet's sole discretion and after notifying Chicago, may exercise any one or more of the following rights and remedies, as applicable, or by law provided including, without limitation:

A. Termination for Chicago Default. Joliet may issue to Chicago a written notice of Termination under Section 6.4 and Terminate this Agreement, at which time the provisions with respect to Termination including, but not limited to Article 7, shall apply.

B. Fees and Expenses. If there is a Chicago Default under any of the provisions hereof and Joliet should employ attorneys or incur other costs and expenses for the collection of

the payments due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of Chicago contained in this Agreement, Chicago agrees that it will, on notice and demand therefor, pay to Joliet the reasonable fees and expenses of such attorneys and such other reasonable fees, costs and expenses so incurred by Joliet.

C. Available Remedies. Joliet may pursue any available remedy in any courts within the venues as provided in Section 28.2 by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief and the specific performance of the provisions contained in this Agreement.

D. Remedies Cumulative and Concurrent. The remedies of Joliet, as provided in this Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together and may be exercised as often as occasion therefor shall arise and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Except as otherwise specifically required herein, notice of the exercise of any right or remedy granted to Joliet in this Agreement is not required to be given.

E. Failure to Exercise Remedy Not a Waiver. The failure of Joliet for any period of time or on more than one occasion, to exercise any remedy available to Joliet as described in this Agreement shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Chicago Default. No act of omission or commission of Joliet, including specifically any discontinued or abandoned proceeding, or the failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Joliet and then only to the extent specifically recited in said written document.

The notices under this Section 20.17 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.18. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. The process in this Section 20.18 shall apply and be complied with prior to the exercise of other provisions in this Article 20.

B. Notice and Meeting. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party notice, by Certified Mail or personal service and, if desired by the Parties, may also be given by electronic communications, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided in this Subsection 20.18.B.

i. Cost of Service Methodology Issues. If the Parties are unable to reach agreement on a dispute about the application or interpretation of the M1 Manual in the preparation of a Cost of Service Study provided by Chicago under this Agreement, then the Parties agree that, in addition to their own water rate and waterworks valuation consultant, they may jointly retain a mutually acceptable independent, neutral, reputable and qualified water rates and waterworks evaluation consultant, who may be part of a reputable and qualified engineering firm. Such consultant and firm shall not be in a

contractual or business relationship with either Chicago or Joliet other than for the work assisting with this Agreement. The role of the independent consultant shall be to meet and confer with the consultants retained by each Party for the purpose of clarifying the M1 Manual and enabling the Parties to reach agreement on the disputed components of the cost of service methodology. The total expense incurred with respect to said independent consultant shall be paid by the Parties on a 50/50 basis.

ii. Disputed Invoices and Payments. In disputes regarding invoices, billing and payments, Joliet shall provide to Chicago the charges that are disputed, the grounds for the dispute, and amount in dispute.

C. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 20.18, Chicago and Joliet shall continue to fulfill the terms of this Agreement to the fullest extent possible. Chicago shall continue to provide Water to Joliet as provided by this Agreement. Joliet shall continue to make all payments to Chicago for Water as provided by this Agreement, including all payments about which Joliet has or may have a dispute.

D. Remedies. Provided that the Parties have met their obligations under this Section 20.18, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Subsection 20.18.B shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

20.19. Article 20 to Survive Termination. Article 20 shall survive Termination of this Agreement.

ARTICLE 21. INSURANCE COVERAGE

21.1. Insurance Coverage Requirements - Generally.

A. Insurance Requirements. The Parties will provide insurance coverage at their own expense as set forth in this Article 21. Insurance coverage requirements are based on the four phases of activity and operations (each a “Phase”) of the Parties as described in Section 21.3 in the performance of this Agreement.

B. With respect to the limits of liability provided in Subsections 21.3.A and 21.3.B, each Party and each Party’s respective Contractor, as applicable may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required in this Agreement. The excess/umbrella policy/policies set forth in Subsections 21.3.A(v) and 21.3.B(v), must provide the same coverages/follow form as the underlying policy/policies.

21.2. Determination of Dates of the Beginning and End of Each Phase. At least ninety (90) days before either Party determines that its activities within a certain Phase will commence (the “Phase Start Date”) or will be completed (the “Phase End Date”) other than the post-Termination Period, the Parties will coordinate with each other to identify and confirm the Phase Start Date and Phase End Date for each Phase as the Parties perform their obligations under this Agreement. Generally, each Phase Start Date will commence at the beginning of the day after the Phase End Date, and each Phase End Date will terminate at the end of the relevant Phase End Date. In addition, the Parties agree that during Phase III, either Party may desire to perform Additional Major Work not originally anticipated at the applicable Phase Start Date that will require additional insurance coverage requirements.

21.3. Phases I, II, III, IV and Additional Major Work Insurance Coverage Requirements.

A. Phase I. Phase I will be the period beginning on the Effective Date and ending on the day before the date construction begins on the Project Elements to be constructed by Joliet, and as determined by the Parties under Subsection 21.2. No later than thirty (30) days from the Effective Date, Joliet must provide or cause Joliet's Contractor to provide to Chicago the following insurance coverage and requirements for the duration of Phase I. Joliet agrees that during Phase I, Joliet will not perform any geotechnical or construction work, and in the event Joliet performs any geotechnical or construction work, Joliet will have begun Phase II and the insurance coverage requirements of Phase II will apply.

i. Workers Compensation and Employers Liability Insurance. Joliet shall provide and maintain or cause Joliet's Contractor to provide and maintain Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Agreement and Employers Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 illness or disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to: other state endorsement, voluntary compensation and alternate employer, when applicable

ii. Commercial General Liability Insurance (Primary and Umbrella). Joliet shall provide and maintain or cause Joliet's Contractor to provide and maintain Commercial General Liability Insurance or equivalent which must be maintained with limits not less than $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed (for a minimum of two (2) years following the completion of any work done during Phase I, explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and reinstate annually if applicable, or Joliet or Joliet's Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Joliet's Contractor. If a general aggregate limit applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

Chicago must be provided additional insured status with respect to liability arising out of Joliet's Contractor's work, services or operations and completed operations performed on behalf of Chicago. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations. Chicago's additional insured status must apply to liability and defense of suits arising out of Joliet's Contractor's acts or omissions, whether such liability is attributable to Joliet's Contactor or to Chicago. The full policy limits and scope of protection also will apply to Chicago as an additional insured, even if they exceed Chicago's minimum limits required in this Agreement. Joliet's or Joliet's Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

iii. Railroad Protective Liability Insurance. If any work is to be done within fifty (50) feet of or on railroad or transit property, Joliet shall provide and maintain or cause Joliet's Contractor to provide and maintain with respect to the operations that Joliet's

Contractor or Joliet's Subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits not less than the requirement of the operating railroad for losses arising out of injuries to or death of all Persons, and for damage to or destruction of property, including the loss of use thereof. Joliet's or Joliet's Railroad Protective Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

iv. Commercial Automobile Liability Insurance (Primary and Umbrella). Joliet shall provide and maintain or cause Joliet's Contractor to provide and maintain Commercial Automobile Liability Insurance with limits not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the location sites of the Project Elements to be constructed by Joliet, including loading and unloading. Chicago is to be named as an additional insured on a primary, non-contributory basis. Joliet's or Joliet's Commercial Automobile Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

v. Excess/Umbrella Insurance. Joliet shall provide and maintain or cause Joliet's Contractor to provide and maintain Excess/Umbrella Liability Insurance with limits not less than $5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Commercial Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

vi. Contractors Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, Joliet shall provide and maintain or cause Joliet's Contractors to provide and maintain Contractors Pollution Liability Insurance, covering bodily injury, property damage and other losses caused by pollution condition with limits not less than $5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Chicago is to be named as an additional insured on a primary, non-contributory basis. Contractors Pollution Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

B. Phase II. Phase II will be the period beginning on the earliest date on which construction begins on the Project Elements either by Chicago or Joliet and ends on the date of final completion of the New Water Supply Infrastructure, and as determined by the Parties under Section 21.2. Thirty (30) days prior to the Phase II Start Date, Joliet must provide to Chicago and Chicago must provide to Joliet the following insurance coverage and requirements for the duration of Phase II. At least thirty (30) days before the Phase Start Date for Phase II for each Party, Joliet

must provide to Chicago and Chicago must provide to Joliet the following insurance coverage and requirements for the duration of Phase II.

i. Workers Compensation and Employers Liability Insurance. Each Party and shall provide and maintain or cause their respective Contractor to provide and maintain Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Agreement and Employers Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 illness or disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to: other state endorsement, voluntary compensation and alternate employer, when applicable.

ii. Commercial General Liability Insurance (Primary and Umbrella). Joliet and Chicago shall provide and maintain or cause its respective Contractor to provide and maintain Commercial General Liability Insurance or equivalent which must be maintained with limits not less than $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed (for a minimum of two (2) years following the date of the first Partial Delivery of Water, explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and reinstate annually if applicable, or each Party or their Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of each Party's Contractor. If a general aggregate limit applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

Chicago must be provided additional insured status with respect to liability arising out of Joliet's Contractor's work, services or operations and completed operations performed on behalf of Chicago. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations. Chicago's additional insured status must apply to liability and defense of suits arising out of Joliet's Contractor's acts or omissions, whether such liability is attributable to Joliet's Contactor or to Chicago. The full policy limits and scope of protection also will apply to Chicago as an additional insured, even if they exceed Chicago's minimum limits required in this Agreement. Joliet's or Joliet's Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

Joliet must be provided additional insured status with respect to liability arising out of Chicago's Contractor's work, services or operations and completed operations performed on behalf of Joliet. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations. Joliet's additional insured status must apply to liability and defense of suits arising out of Chicago's Contractor's acts or omissions, whether such liability is attributable to Chicago's Contactor or to Joliet. The full policy limits and scope of protection also will apply to Joliet as an additional insured, even if they exceed Joliet's minimum limits required in this Agreement. Chicago's or Chicago's Contractor's liability insurance must be primary without right of contribution by any other

insurance or self-insurance maintained by or available to Joliet.

iii. Railroad Protective Liability Insurance. If any work is to be done within fifty (50) feet of or on railroad or transit property, each of Chicago and Joliet shall provide and maintain or cause the Party's respective Contractor to provide and maintain with respect to the operations that the Party's respective Contractor or Subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits not less than the requirement of the operating railroad for losses arising out of injuries to or death of all Persons, and for damage to or destruction of property, including the loss of use thereof. Each Party's or each Party's Railroad Protective Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Joliet or Chicago, as applicable.

iv. Commercial Automobile Liability Insurance (Primary and Umbrella). Each Party shall provide and maintain or cause its respective Contractor to provide and maintain Commercial Automobile Liability Insurance with limits not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the location sites of the Project Elements to be constructed by the respective Party, including loading and unloading. The opposite Party is to be named as an additional insured on a primary, non-contributory basis. Each Party or each Party's Commercial Automobile Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Joliet or Chicago, as applicable.

v. Excess/Umbrella Insurance. Each Party shall provide and maintain or cause its respective Contractor to provide and maintain Excess/Umbrella Liability Insurance with limits not less than $20,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Commercial Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Joliet or Chicago, as applicable.

vi. Builders Risk Insurance. When either Joliet or Chicago's Contractor undertakes any construction, including improvements, betterments, and/or repairs, each Party shall provide and maintain or cause each party's respective Contractor to provide and maintain Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, landscaping, debris removal and loss resulting from faulty workmanship or materials. The opposite Party is to be named as an additional insured and loss payee. Builders Risk Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Joliet or Chicago, as applicable.

Each Party's respective Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by said Contractor.

vii. Surety Performance Bond. Each Party shall provide and maintain or each Party's respective Contractor must provide a surety bond for the applicable Project Elements to be constructed by said Party in the amount of the construction cost plus twenty percent (20%), the bond must be placed with an "A" rated carrier. Each respective Party's Contractor must provide ongoing reporting to the surety company for increased construction costs over the course of the project. Chicago or Joliet, as an opposite Party, as applicable must be named as the obligee on the bond.

viii. Contractors Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, each Party shall provide and maintain or cause their respective Contractors to provide and maintain Contractors Pollution Liability Insurance, covering bodily injury, property damage and other losses caused by pollution condition with limits not less than $10,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The opposite Party is to be named as an additional insured on a primary, non-contributory basis. Contractors Pollution Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Joliet or Chicago, as applicable.

ix. All Risk Property Insurance. Each Party shall provide and maintain or cause their respective Contractors to provide and maintain All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the applicable Project Elements to be constructed by said Party. Chicago or Joliet, as the opposite Party, as applicable, is to be named as an additional insured and loss payee/mortgagee, if applicable. All Risk Property Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Joliet or Chicago, as applicable.

C. Phase III. Phase III will be the period starting at the beginning of the day after the Phase End Date for Phase II and will end on the date of Termination of this Agreement. Sixty (60) days prior to the Phase Start Date for Phase III, the Parties shall meet and confer to discuss Chicago's determination of the insurance coverage required to be provided by Joliet and Chicago in connection with such Parties' ongoing maintenance and operations pursuant to the terms of this Agreement during the duration of Phase III. For both Parties, the insurance coverage requirements under this Subsection 21.2.C shall reflect known and established insurance coverages, including self-insurance, for each Party's operations comparable during Phase III at the time, and known and established insurance exposures associated with operations comparable under Phase III at the time.

D. Phase IV. Phase IV will be the period starting at the beginning of the day after the date of Termination of this Agreement due to Termination or non-renewal of this Agreement and will end on the date the Parties agree the procedures described in Article 7 are completed. Sixty (60) days prior to the commencement of the procedures described in Article 7, Chicago shall determine the insurance coverage required to be provided by Joliet and Joliet's Contractors in connection with said procedures. The insurance coverage requirements under this Subsection 21.3.D shall reflect known and established insurance coverages for the operations comparable to the procedures described in Article 7, including disposition of the Joliet New Water Supply Infrastructure by removal or abandonment, at the time, and known and established insurance exposures associated with the operations comparable to the procedures described in Article 7 at

the time. This Subsection 21.3.D shall survive Termination of this Agreement.

E. Additional Major Work Insurance Coverage Requirements. During Phases II or III Chicago may desire, and during Phases II, III or IV Joliet may desire, to perform certain additional major work relating to Capital Improvements to the Joliet New Water Supply Infrastructure or Chicago New Water Supply Infrastructure, or removal or other disposition of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure, all of the aforesaid not originally anticipated at the applicable Phase Start Date ("Additional Major Work"). The Parties will notify each other of the nature and anticipated start date ninety (90) days prior to the commencement by such Party of the Additional Major Work. Sixty (60) days prior to the commencement of the Additional Major Work, the Parties shall meet and confer to discuss Chicago's determination of the additional insurance coverage requirements to be provided by the Parties or their Contractors in connection with the Additional Major Work. The insurance coverage requirements under this Subsection 21.3.E shall reflect known and established insurance coverages, including self-insurance, for each Party's operations comparable to the Additional Major Work at the time and known and established insurance exposures associated with operations comparable to the Additional Major Work at the time.

F. Professional Liability Insurance. During Phases I, II, III or IV, when any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement for Joliet, Joliet must provide Chicago with evidence of current insurance coverage for Joliet's architects, engineers, construction managers or other professional consultants (collectively, the "Professional Consultants"). Joliet will cause the Professional Consultants to provide Chicago with evidence of and to maintain Professional Liability Insurance covering acts, errors, or omissions. During each of Phase I and Phase II, the limits will be not less than $10,000,000. During each of Phase III and Phase IV, the limits will be determined by Chicago as provided in Subsections 21.3.C, 21.3.D, 21.3.E and Section 21.4. Chicago is to be named as an additional insured and loss payee. Coverage must include pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Professional Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

21.4. Insurance Coverage Review. During the period of each Phase, Chicago shall have the right to review, and pursuant to said review, modify, delete, alter or change the insurance coverage requirements set forth in Article 21. Said adjustments shall reflect known and established material changes in insurance coverages for operations comparable under this Agreement including, but not limited to the operation and maintenance of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure or known and established material changes in insurance exposures associated with operations comparable under this Agreement including, but not limited to the operation and maintenance of the Joliet New Water Supply Infrastructure and the Easements. Chicago shall notify Joliet in writing of any adjustments to Joliet's and Chicago's insurance coverage requirements and the date on which said adjustment is to go into effect.

21.5. Insurance at Commercially Available Rates. If the Parties determine that any insurance (including the limits or deductibles thereof) required to be maintained under Subsections 21.3.C, 21.3.D and 21.3.E shall not be available at commercially reasonable rates, Joliet will have the right to request that Chicago consent to waive such requirement and Chicago shall not unreasonably withhold, condition or delay such consent. Any such waiver shall be effective only so long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, Joliet maintains the maximum amount of such

insurance or equivalent insurance, as reasonably determined by Chicago, otherwise available at commercially reasonable rates. This Section 21.5 shall survive Termination of this Agreement.

21.6. Additional Requirements. With respect to the insurance coverage requirements under Article 21, for each of Phases I, II, III, IV and the Additional Major Work, the following additional requirements shall apply:

A. Evidence of Insurance. Joliet or Joliet's Contractor must furnish the City of Chicago, Department of Finance, Risk Management Office ("Risk Management Department"), at the address shown in Attachment A to this Agreement and any other Chicago department designated in writing by Chicago, original Certificates of Insurance and additional insured endorsement, or other evidence of insurance, to be in force on the Phase Start Date of each Phase, on the date of commencement of any Additional Major Work, or on the date Chicago's insurance adjustment goes into effect as provided in Chicago's notice to Joliet under Section 21.4. and as applicable, renewal Certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date or are adjusted as pursuant to Section 21.4, all as occurring during each Phase during the Term and at post-Termination of this Agreement. Joliet or Joliet's Contractors must submit evidence of insurance thirty (30) days prior to each Phase Start Date and prior to commencing any Additional Major Work. With respect to insurance coverage requirements under Subsection 21.3.D, Joliet or Joliet's Contractor must furnish Chicago with original Certificates of Insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date on which Joliet or Joliet's Contractor commences work relating procedures under Article 7 or Article 20, Joliet and Joliet's Contractors must submit evidence of insurance thirty (30) days prior to the date on which the procedures under Article 8 commence. The receipt of any certificate does not constitute agreement by Chicago that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of Chicago to obtain, nor Chicago's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Joliet or Joliet's Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by Chicago of any of the required insurance provisions. Joliet and Joliet's Contractor must advise all insurers of this Agreement provisions regarding insurance. Chicago in no way warrants that the insurance required herein is sufficient to protect Joliet and Joliet's Contractor for liabilities which may arise from or relate to this Agreement. Chicago reserves the right to obtain complete, certified copies of any required insurance policies at any time.

B. Failure to Maintain Insurance. Failure of Joliet or Joliet's Contractor to comply with required coverage and terms and conditions outlined herein will not limit Joliet's liability or responsibility nor does it relieve Joliet or Joliet's Contractor of the obligation to provide insurance as specified in this Agreement.

C. Notice of Material Change, Cancellation or Non-Renewal. In the event that Joliet or Joliet's Contractor becomes aware that through no fault of their own, any insurance coverage will be or has been substantially changed, canceled or non-renewed, Joliet or Joliet's Contractor must promptly provide Chicago with written notice. Otherwise, in the event any insurance coverage will be substantially changed, canceled or non-renewed, Joliet or Joliet's Contractor will provide Chicago with written notice sixty (60) calendar days prior to said change, cancellation or non-renewal. In addition, Joliet or Joliet's Contractor must promptly provide Chicago with written notice of non-payment of insurance coverage premium and in no event shall the notice of non-payment of insurance coverage premium be sent to Chicago more than ten (10) days after the due date of the insurance coverage premium that was not paid.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured

retentions on referenced insurance coverages must be borne by Joliet or Joliet's Contractor.

E. Waiver of Subrogation. Joliet hereby waives and shall cause Joliet's Contractor to waive its rights and agrees to require their insurers to waive their rights of subrogation against Chicago under all required insurance herein for any loss arising from or relating to this Agreement. Joliet agrees to obtain and shall cause Joliet's Contractor to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Chicago received a waiver of subrogation endorsement for Joliet's insurer(s) or Joliet's Contractor's insurer(s).

F. Joliet and Joliet's Contractors' Insurance Primary. All insurance required of Joliet and Joliet's Contractors under this Agreement shall be endorsed to state that Joliet and Joliet's Contractor insurance policy is primary and not contributory with any insurance carrier by Chicago.

G. No Limitation as to Joliet and Joliet's Contractor Liabilities. The coverages and limits furnished by Joliet and Joliet's Contractor in no way limit the Joliet and Joliet's Contractor's liabilities and responsibilities specified within this Agreement or by law.

H. No Contribution by Chicago. Any insurance or self-insurance programs maintained by Chicago do not contribute with insurance provided by Joliet and do not contribute with insurance provided by Joliet's Contractor under this Agreement.

I. Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement, including but not limited to the language in Section 25.6, or any limitation placed on the indemnity in this Agreement given as a matter of law.

J. Insurance and Limits Maintained. If Joliet or Joliet's Contractor maintains higher limits and/or broader coverage than the minimums shown herein, Chicago requires and shall be entitled to the higher limits and/or broader coverage maintained by Joliet or Joliet's Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Chicago.

K. Joint Venture or Limited Liability Company. If Joliet's Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

L. Other Insurance obtained by Joliet or Joliet's Contractor. If Joliet or Joliet's Contractor desires additional coverages, Joliet or Joliet's Contractor, as applicable will be responsible for the acquisition and cost.

M. Subcontractors. Joliet and Joliet's Contractor shall name the Subcontractor(s) as a named insured(s) under Joliet's or Joliet's Contractor's insurance or Joliet and Joliet's Contractor will require Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability and Professional Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in this Subsection 21.6.M. The limits of coverage will be determined by Joliet or Joliet's Contractor and shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in this Subsection 21.6.M. Joliet and Joliet's Contractor are responsible for ensuring that each Subcontractor has named Chicago as an additional insured where required and name Chicago as an additional insured on an endorsement form at least as broad and acceptable to Chicago. Joliet and Joliet's

Contractor are also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Subsection 21.6.M. When requested by Chicago, Joliet and Joliet's Contractor must provide to Chicago certificates of insurance and additional insured endorsements or other evidence of insurance. Chicago reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Joliet's or Joliet's Contractor's liability or responsibility.

21.7 Insurance Coverage Disputes. If during Phases I, II, III, IV and at any Additional Major Work, there is either an adjustment to, or determination by Chicago of insurance coverage requirements and if Joliet disagrees with said adjustment or Chicago's determination of insurance coverage requirements under this Article 21, Joliet may invoke the dispute resolution procedure described in Section 20.18.

21.8. Article 21 to Survive Termination. This Article 21 shall survive Termination of this Agreement.

ARTICLE 22. ASSIGNMENT

22.1. Consent to Assignment. Other than the assignment described in Subsection 22.2.C, this Agreement and the duties, obligations and requirements in this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party. This Agreement shall be binding on the Parties, and their respective successors, assignees and legal representatives, subject, however, to the provisions of this Agreement limiting assignment.

22.2. Assignment to the Regional Water Commission.

A. Acknowledgment of RWCPA. The Parties acknowledge that Joliet has entered into the RWCPA regarding the formation of a regional water commission.

B. Periodic Updates. Joliet agrees to provide periodic updates to Chicago regarding the status of activities relating to the formation of a regional water commission.

C. RWC Assignment. If a regional water commission is established of which Joliet is a member, Joliet shall assign this Agreement to the Regional Water Commission pursuant to the RWC Assignment subsequent to the establishment of the Regional Water Commission, unless Joliet agrees to sell Water to the Regional Water Commission directly as a Subsequent Purchaser and Joliet continues to purchase Water from Chicago under this Agreement. In connection with the assignment, Joliet is also expected to assign some or all Easements and permits and other approvals issued by Chicago pertaining to this Agreement and the New Water Supply Infrastructure, to the Regional Water Commission. The assignments of the Ancillaries will be included in the RWC Assignment. If a water commission or joint action water agency is established of which Joliet is not a member, Joliet may sell Water to the water commission or joint action water agency upon the same terms as in this Agreement. In the event Joliet, Chicago and the Regional Water Commission wish to enter into the RWC Assignment, the Parties agree to the following, subject to the Regional Water Commission's good faith cooperation and efforts in negotiating the RWC Assignment:

i. Joliet shall provide an RWC Assignment Notice to Chicago of Joliet's intent to effectuate the RWC Assignment, which will include evidence, in a form acceptable to Chicago, of the Regional Water Commission's intent to effectuate the RWC Assignment of this Agreement, not less than ninety (90) days prior to the date on which Joliet proposes

the RWC Assignment will become effective or such other date as is mutually agreed by the Parties subject to the agreement of the Regional Water Commission. The RWC Assignment Notice shall include:

a. documentation confirming the legal status of the Regional Water Commission, including by-laws;

b. a list that includes (1) Joliet, the Purchasers (including members of the Regional Water Commission), and any prospective Purchasers, (2) the State Water Allocations (or, if a State Water Allocation has not yet been received, the allocation that the entity has applied for or, if an application has not yet been submitted, the anticipated amount of the allocation to be requested) of each entity, and (3) for each entity, its status with the Regional Water Commission (i.e. member, customer, or a water purchaser located downstream of a member or customer);

c. the State Water Allocation for the Regional Water Commission, if any, or a statement that the Regional Water Commission does not have a State Water Allocation, has not applied for, and does not, to Joliet's knowledge, intend to apply for a State Water Allocation;

d. the intergovernmental agreement executed by Joliet and the other members of the Regional Water Commission members authorizing the formation of the Regional Water Commission;

e. anticipated activities by Joliet and/or the Regional Water Commission that are expected or required to occur within the first twelve (12) months following the proposed effective date of the RWC Assignment; and

ii. Joliet and Chicago agree to review this Agreement and the Ancillaries to determine whether any terms and provisions of this Agreement, and the Ancillaries require: (a) amendments to be consistent with State law applicable to the Regional Water Commission, including the length of the Term or (b) a revised Exhibit A reflecting updated State Water Allocations for the Regional Water Commission's Purchasers. The Parties may also agree to additional amendments to this Agreement and the Ancillaries to be included as RWC Assignment. Upon mutual agreement, the Parties may provide a written statement to the Regional Water Commission that no amendments are required. If the Parties agree that amendments are necessary, Joliet and Chicago agree to promptly and jointly prepare the RWC Assignment based on such review and provide the proposed RWC Assignment to the Regional Water Commission for review within sixty (60) days following the RWC Assignment Notice, or within a period mutually agreed to by the Parties.

iii. Chicago and Joliet each agree to work in good faith to negotiate the RWC Assignment with the intent to effect the execution of the RWC Assignment not more than ninety (90) days after the RWC Assignment Notice. Chicago's and Joliet's approval and execution of the RWC Assignment shall not be unreasonably withheld or denied.

iv. Notwithstanding the other provisions in this Subsection 22.2.C(iv), Chicago's execution of the RWC Assignment shall be on terms agreed upon by Chicago and will be conditioned upon receipt by Chicago from Joliet of the following deliverables at least fifteen (15) days prior to the effective date of the RWC Assignment:

a. A certified copy of a RWC Resolution authorizing the execution of the RWC Assignment and approving the final form of the RWC Assignment.

b. A certified copy of the Regional Water Commission by-laws.

c. Certified copies of all agreements entered into in connection with the formation and the administration of the Regional Water Commission, including but not limited to the RWC IGA; the Management Agreement; and the water supply contracts between the Regional Water Commission and its members, and contracts between members and wholesale customers of the members.

d. Copies of the State Water Allocations of the members of the Regional Water Commission, the wholesale customers of the Regional Water Commission, the Regional Water Commission, if any, and any other entity downstream of the Regional Water Commission possessing a State Water Allocation as well as a revised Exhibit A reflecting said State Water Allocations.

e. A list of Regional Water Commission members, Regional Water Commission customers, and prospective Regional Water Commission customers who have not yet received State Water Allocations but have requested or will request a State Water Allocation and, respectively, the amount requested or expected to be requested by said prospective Regional Water Commission customers.

f. An executed approving opinion of counsel to the Regional Water Commission to the effect that the Regional Water Commission has full legal right, power and authority to enter into the RWC Assignment and accept the assignment.

g. An executed approving opinion of counsel to Joliet to the effect that Joliet has full legal right, power and authority to enter into the RWC Assignment and this Agreement.

h. A certificate dated the date of the RWC Assignment signed by a duly authorized officer of the Regional Water Commission to the effect that as of the date of the RWC Assignment, (i) the representations and warranties of the Regional Water Commission in the RWC Assignment and the Amended and Restated Agreement are correct in all material respects; (ii) to the knowledge of the Regional Water Commission after due inquiry, there has not been and the Regional Water Commission is not aware of any event having occurred which, with the passage of time or giving of notice, or both would constitute a default of the Regional Water Commission under the RWC Assignment and the Amended and Restated Agreement;(iii) there has been no material adverse change in the legal status of the Regional Water Commission; (iv) there has been no material adverse change to the validity of the Regional Water Commission's approval of the RWC Assignment and the Amended and Restated Agreement; and (v) the RWC Resolutions and the RWC Act each remain in effect and have not been repealed or superseded.

i. A certified copy of all ordinances passed by the Joliet City Council in relation to this Agreement and the RWC Assignment ("Joliet Ordinances").

j. A certificate dated the date of the RWC Assignment signed by the Mayor of Joliet to the effect that as of the date of the RWC Assignment, (i) the

representations and warranties of Joliet in this Agreement are correct in all material respects; (ii) to the knowledge of Joliet after due inquiry, there has not been and there will not be an occurrence that will or may potentially constitute a Joliet Default; (iii) there has been no material adverse change to the validity of Joliet's approval of this Agreement or the RWC Assignment; and (iv) the Joliet Ordinances remain in effect and have not been repealed or superseded.

k. The RWC Assignment executed by Joliet and the Regional Water Commission.

l. Regional Water Commission recognition by IEPA as a public water supply.

m. A date-down certificate from Joliet and the Regional Water Commission dated the effective date of the RWC Assignment to the effect that there has been no change with respect to the deliverables under this Subsection 22.2.C(iv) or the circumstances on which said deliverables are based.

v. Notwithstanding the other provisions in this Subsection 22.2.C(v), Joliet's execution of the RWC Assignment shall be on terms agreed upon by Joliet and will be conditioned upon receipt by Joliet from Chicago of the following deliverables at least fifteen (15) days prior to the date of the RWC Assignment:

a. A certified copy of all ordinances passed by the Chicago City Council in relation to this Agreement and the RWC Assignment ("Chicago Ordinances").

b. An executed approving opinion of the Corporation Counsel of the City of Chicago to the effect that Chicago has full legal right, power and authority to enter into the RWC Assignment.

c. A certificate dated the date of the RWC Assignment signed by a duly authorized signatory of Chicago to the effect that as of the date of the date of the RWC Assignment, (i) the representations and warranties of Chicago in this Agreement are correct in all material respects; (ii) to the knowledge of Chicago after due inquiry, there has not been and there will not be an occurrence that will or may potentially constitute a Chicago Default under this Agreement; (iii) there has been no material adverse change to the validity of Chicago's approval of this Agreement or the RWC Assignment; and (iv) the Chicago Ordinances have not been repealed, superseded and remain in effect.

d. An RWC Assignment executed by Chicago.

e. A date-down certificate from Chicago dated the effective date of the RWC Assignment to the effect that there has been no change with respect to the deliverables under this Subsection 22.2.C(v) or the circumstances on which said deliverables are based.

vi. The Parties acknowledge and agree that their respective compliance with the requirements under this Subsection 22.2.C(vi) is dependent on the successful negotiations with the Regional Water Commission and the Regional Water Commission's ongoing cooperation and good faith efforts in said negotiations and the effectuation of the RWC Assignment. Furthermore, the Parties agree that any Party's noncompliance with

any provision of this Subsection 22.2.C(vi) due to the fault of any action, non-action or opposition of the Regional Water Commission shall not constitute a default of said Party under this Agreement.

22.3. Joliet or Regional Water Commission Obligation. This Agreement does not constitute and shall not be construed to constitute an indebtedness or obligation of the Purchasers, any future members of the Regional Water Commission or any wholesale customers of future members of the Regional Water Commission within the meaning of any statutory or constitutional limitation.

22.4. Sale of Chicago Water System. Chicago agrees that it will not sell the Chicago Water System during the Term, unless otherwise agreed to by Joliet.

ARTICLE 23. ACTIONS UNDER THE EMINENT DOMAIN ACT

23.1. Applicable Law. As of the Effective Date, the Parties recognize that Joliet does not have statutory authority pursuant to Article 20 of the Eminent Domain Act or another State statute to implement proceedings using the quick-take procedure in the Eminent Domain Act. If Joliet or any assignee obtains such statutory authority during the Term, the provisions of this Article 23 will apply. With the exception of Section 23.3, the provisions of this Article 23 shall not apply to any proceedings unless Joliet proposes using the quick-take procedure.

23.2. Consent to Quick-Take. The Parties recognize that Joliet or any assignee may (a) determine that negotiations for the acquisition of property or easements for making any improvement that is part of the New Water Supply Infrastructure have proven unsuccessful and (b) by resolution or ordinance adopt a schedule or plan of operation for the execution of the improvement and make a finding that it is necessary to take such property or easements immediately or at some specified later date in order to comply with the schedule. In any such instance where the property or easement is located within the boundaries of Chicago, if Joliet or its assignee intends to commence proceedings to acquire such property or easements in the same manner provided in Article 20 of the Eminent Domain Act (quick-take proceedings), then Joliet or its assignee shall notify Chicago that it intends to take such an action and include a copy of the resolution or ordinance described above along with a description of efforts made to acquire the property or easements described in the resolution or ordinance. Joliet shall notify Chicago not less than sixty (60) days prior to the date Joliet files an action pursuant to Article 20 of the Eminent Domain Act to take such property or easement; provided, however, that if there are not two meetings of the Chicago City Council that are scheduled or expected to take place within sixty (60) days after the date Chicago receives said notice, Joliet must provide Chicago with notice not less than ninety (90) days before Joliet files such an action. Chicago, in its reasonable discretion, will have the right to either approve or reject the quick-take proceedings under the Eminent Domain Act or another State statute. Chicago will promptly review all information provided. Chicago will notify Joliet if Chicago requires any additional information reasonably related to the property or easements sought and Joliet will promptly respond. Joliet will not commence such proceedings unless and until the acquisition has been approved by Chicago, by ordinance of the Chicago City Council.

23.3. Real Property Excluded from Joliet Actions Under Eminent Domain Act. Joliet will not exercise the disposition of real property through eminent domain proceedings concerning the properties known as Durkin Park Elementary School and Durkin Park, both located at 8445 South Kolin Avenue in Chicago, without prior approval of Chicago. In addition, the Parties agree that as of the date of execution of this Agreement, the planned route of the Transmission Main-Chicago from the Southwest Pumping Station site to Joliet is via the 85th Street right-of-way westward to the Chicago corporate boundaries, and that any change to or deviation from this route shall

require Chicago's review and approval.

ARTICLE 24. THE PARTIES' COMMITMENT TO TRANSPARENCY AND COLLABORATION

24.1. Commitment to Transparency and Collaboration. The Parties recognize the importance of carrying out the terms of this Agreement in a collaborative manner that reflects the Parties' commitment to transparency and collaboration with respect to the long-term relationship of Joliet and Chicago for a reliable supply of Water to Joliet on a cost-effective basis. Key to this collaborative approach is the establishment and ongoing operation of the Advisory Council, each Party identifying appropriate staff liaisons to the other Party, Chicago's agreement to assist Joliet in matters necessary and appropriate to implementation of this Agreement, and Chicago's commitment to deepening regional cooperation and collaboration, all as further described in this Article 24.

24.2. Advisory Council.

A. Council Membership and Goals. The Parties will collaborate to develop an Advisory Council composed of representatives from Chicago, Joliet, and the other municipalities and entities that are, or are under contract to become, wholesale purchasers of Water from Chicago (with Joliet collectively, the "AC Members", individually an "AC Member").

i Goals. The primary goals of the Advisory Council will be to (a) obtain meaningful input and feedback from the AC Members regarding the management, operation, and financial aspects, including Water rates and capital investments, of the Chicago Water System, (b) establish standing mechanisms for regular and enhanced communication between Chicago and the AC Members, (c) collaborate on water supply and water policy issues in northeastern Illinois, and (d) provide a process for the AC Members to make recommendations for Chicago's consideration as it relates to the reliable and cost-effective delivery of Water. The Advisory Council's primary goals as stated in this Agreement, and its tasks and functions as stated in this Agreement, shall not pertain to Water issues relating to retail customers.

ii. Representatives. AC Member representatives on the Advisory Council shall be employees or staff of their AC Member, in order to establish working relationships among the AC Members regarding goals and tasks of the Advisory Council. AC Member representatives may have one designated alternate who will be authorized to participate when the primary AC Member representative is absent or unavailable.

iii. Meetings. The Parties agree that the first Advisory Council meeting has been held prior to the Effective Date. The Advisory Council shall meet at least once during each calendar quarter during the Term, with designated meeting locations rotating so that meetings will be held in various parts of the territory that includes the AC Members, as provided in the AC Governing Documents.

B. Chicago Commitment to Advisory Council.

i. Maintaining Advisory Council. During the Term, Chicago (a) shall not introduce a motion before the Advisory Council to dissolve, disband or abolish the Advisory Council, and (b) shall abstain from any vote before the Advisory Council to dissolve, disband or abolish the Advisory Council. In addition, Chicago shall not unilaterally dissolve, disband or abolish the Advisory Council during the Term.

ii. Supporting Advisory Council. Chicago shall devote the necessary resources to supporting the activities of the Advisory Council and commits to dedicate one employed staff member for said purpose. Chicago's Chief Financial Officer and the Commissioner of DWM shall share the responsibilities of collaboration with the Advisory Council. In the event of a future vacancy in the position of Commissioner, Chicago will appoint a new Commissioner with the qualifications to lead the operation and management of DWM in a way that it continues to provide quality Water to all of the customers of the Chicago Water System. In all decision-making, DWM will follow its mission of protecting the public health in the most environmentally and fiscally responsible manner by delivering a sufficient supply of exceptional quality Water and efficiently managing waste and storm water.

C. Advisory Council Tasks. The tasks assigned to the Advisory Council shall be generally in furtherance of the goals described in Subsection 24.2.A(i) and shall include, but not be limited to, those listed in Exhibit H. Any non-public information provided to the Advisory Council shall be used by the Advisory Council in accordance with applicable law, as well as the provisions under any non-disclosure or confidentiality agreements that Chicago may require to be executed by the AC Members, and to the extent authorized by applicable law.

D. Advisory Council Organization and Structure. The Parties, in collaboration with the other municipalities and entities defined as AC Members in Subsection 24.2.A, agree to establish the formal structure of the Advisory Council in furtherance of its mission and the primary goals described above. Said structure, which will include AC Governing Documents governing the work of the Advisory Council, shall be presented to the AC Members for consideration and approval by their respective representatives. The Parties agree that the AC Governing Documents will include, but not be limited to, provisions for sufficient advance notice of meetings and agendas to allow AC Member representatives to adequately prepare for meetings, procedures for placement of items on the Council's agenda by the AC Members, and a process for modification of the AC Governing Documents, and will not limit the ability of AC Members to act outside of the Advisory Council structure.

E. Advisory Council Voting. The Advisory Council will vote on two sets of matters:

i. Internal Matters: Recommendations for Chicago's consideration on matters concerning the Chicago Water System. Chicago shall not vote on these matters because Chicago will be the recipient of these recommendations; and

ii. External Matters: Recommendations or positions on matters of water policy, legislation, and public information and education that affect the water industry, consumers of Water produced by the Chicago Water System, and the supply of water in the northern Illinois region. Chicago may vote on these matters and the Parties agree that the votes of Chicago alone will not be sufficient to establish a majority or supermajority vote.

In developing the AC Governing Documents pursuant to Subsection 24.2.D, the Advisory Council shall establish a voting structure that:

i. is weighted among the AC Members based on their proportionate shares of total State Water Allocations for all AC Members;

ii. specifies procedures for votes on matters concerning the Chicago Water System as a whole and for votes concerning aspects of the Chicago Water System that

affect or serve only a portion of the AC Members, as described in Subsection 24.2.E(i), and External Matters, as described in Subsection 24.2.E(ii);

iii. specifies criteria to determine whether a matter being voted upon concerns the Chicago Water System as a whole or aspects of the Chicago Water System that affect or serve only a portion of the AC Members, as described in Subsection 24.2.E(i), or External Matters, as described in Subsection 24.2.E(ii); and

iv. specifies the details as to AC Members' voting rights and the appropriate occasions for such votes, including that the Parties agree that under such procedures, the votes of Chicago alone will not be sufficient to establish a majority or supermajority vote.

F. Action on Recommendations.

i. Pursuant to the procedures to be established in the AC Governing Documents, the Advisory Council shall provide its recommendations on Internal Matters to the Commissioner and a copy to the Chief Financial Officer. The AC Governing Documents shall establish a procedure by which AC Members that disagree with any recommendations on Internal Matters may submit a supplemental report or recommendation to the Commissioner and a copy to the Chief Financial Officer stating their positions on the matter.

ii. Within ninety (90) days after receipt of any recommendation, the Commissioner shall notify the Advisory Council in writing whether the Commissioner will accept and implement the recommendation, reject the recommendation without implementation, or accept in part and reject in part, and the reasons for the action.

iii. If a recommendation on an Internal Matter is rejected in whole or in part, the Advisory Council will have an opportunity to respond and provide additional information to the Commissioner (with a copy to the Chief Financial Officer) within thirty (30) days after receipt of notice of the Commissioner's determination. If the Commissioner's determination to reject a recommendation does not change after the provision of additional information, or if a recommendation of the Advisory Council is rejected by the Commissioner and no additional information is provided, the Commissioner shall report said recommendation to members of the Chicago City Council and Chicago shall notify the AC Members of the Advisory Council that said report has been filed with the City Council.

G. Advisory Council Working Groups. The Advisory Council may establish certain specific goals and may establish working groups necessary in order to execute specific goals (collectively, "Working Groups" and each separate group a "Working Group"). Working Groups shall meet when necessary, based on pending work and matters referred to them, and may make recommendations to the Advisory Council. The AC Governing Documents shall establish a procedure by which AC Members may appoint individuals to Working Groups. The Parties anticipate that Working Groups may be established for at least the following subject matters: financial (including water rates), operations (including water quality), capital projects (including engineering), and management.

H. Variations of Advisory Council Structure, Operations and Tasks from Agreement Provisions. The Parties agree that this Agreement is bilateral and exists only between the Parties and does not bind the Advisory Council to take or fail to take any action. The Parties understand that the Advisory Council may, pursuant to the AC Governing Documents, make changes to its structure, operations, and tasks, which changes may create variations from what is provided in

this Section 24.2 and Exhibit H. Therefore, the Parties agree that any variation in the structure, operations or tasks of the Advisory Council from what is described in Section 24.2 and Exhibit H resulting from actions of the Advisory Council will not constitute an event of default by Chicago or Joliet.

I. Joliet Rights. If the Advisory Council chooses to carry out its functions in a manner that differs materially from the functions as described in Section 24.2 and Exhibit H, or if the Advisory Council no longer exists (due to action by third parties), Joliet shall have the right to provide input directly to Chicago on such functions that are not being addressed by the Advisory Council. Chicago agrees to further cooperate with Joliet (including providing appropriate resources and staff support) with respect to Advisory Council functions in the following manner:

i. If the Advisory Council has ceased its meetings, providing to Joliet an opportunity to meet on a quarterly basis to provide input and recommendations to Chicago on the tasks listed in Exhibit H, and

ii. If the Advisory Council has ceased providing recommendations to Chicago, Chicago agrees to treat any Joliet recommendation in the same manner, including notices and opportunities to respond, as a recommendation of the Advisory Council is required to be treated in Subsections 24.2.F(ii) and 24.2.F(iii).

24.3. Staff Liaisons. Each Party shall assign certain personnel to act as staff liaisons to the other Party. Chicago shall assign the Commissioner, the Chief Financial Officer and the Deputy Comptroller of Financial Policy or their designees to be staff liaisons with Joliet. Joliet will assign the Director of Public Utilities or a designee to be the staff liaison with Chicago. The parties will identify and appoint any replacement personnel, as needed and as necessary, and will notify the other Party as to such replacement.

24.4. Chicago Support. As a further indication of Chicago's support for the transactions contemplated by this Agreement, such as formation of a Regional Water Commission, and pursuing and obtaining funding for contemplated water improvements required for implementation of this Agreement, Chicago will provide assistance to Joliet where appropriate in connection with efforts related to such transactions from time to time where necessary and useful to support Joliet in its efforts to implement this Agreement.

24.5. Regional Collaboration. Chicago is committed to deepening regional cooperation and collaboration by exploring the future possibility of a more formalized regional water structure on issues relating to water system and water supply operation, maintenance, improvements and rate-setting.

ARTICLE 25. INDEMNIFICATIONS

25.1. Indemnification by Joliet. Joliet on behalf of itself and its officials and officers, agents and employees, successors, assigns and anyone claiming by, through or under them, shall indemnify to the extent permitted by law, and keep and save harmless the Chicago Indemnified Parties from and against any Losses which may in any way accrue, and actually suffered or incurred by any such Chicago Indemnified Parties, based upon, arising out of, occasioned by or attributable to (a) any performance by Joliet, or failure by Joliet to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement, (b) any breach by Joliet of Joliet's representations or warranties set forth in this Agreement, (c) Joliet's design and construction of the Chicago New Water Supply Infrastructure, with the exception of the Tunnel Connection, and the Joliet New Water Supply Infrastructure, (d) Joliet selling and providing Water to Joliet Customers, or (e) Joliet's operation and maintenance

of the Joliet New Water Supply Infrastructure. This indemnity shall not be the exclusive remedy of Chicago, and Chicago shall maintain whatever other right of indemnity it may have under the Law. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

25.2. Indemnification by Chicago. Chicago on behalf of itself and its officials and officers, agents and employees, successors, assigns and anyone claiming by, through or under them, shall indemnify to the extent permitted by law, and keep and save harmless the Joliet Indemnified Parties from and against any Losses which may in any way accrue, and actually suffered or incurred by any such Joliet Indemnified Parties, based upon, arising out of, occasioned by or attributable to (a) any performance by Chicago, or failure by Chicago to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement, (b) any breach by Chicago of Chicago's representations or warranties set forth in this Agreement, (c) Chicago's design and construction of the Tunnel Connection, or (d) Chicago's operation and maintenance of the Chicago New Water Supply Infrastructure and Southwest Pumping Station. This indemnity shall not be the exclusive remedy of Joliet, and Joliet shall maintain whatever other right of indemnity it may have under the Law. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

25.3. Agency for Chicago and Joliet Indemnified Parties**.** Chicago and Joliet each agrees that it accepts each indemnity in favor of its respective Chicago Indemnified Parties or Joliet Indemnified Parties, as agent and trustee of each applicable Chicago Indemnified Party or Joliet Indemnified Party and agrees that each may enforce an indemnity in favor of and on behalf of said Chicago Indemnified Party or Joliet Indemnified Party.

25.4. Third-Party Claims**.**

A. Notice of Third-Party Claim**.** If a Chicago Indemnified Party or Joliet Indemnified Party receives notice of the commencement or assertion of any Third-Party Claim, the Chicago Indemnified Party or Joliet Indemnified Party shall give the Indemnifier reasonably prompt notice thereof. Such notice to the Indemnifier shall describe the Third-Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Chicago Indemnified Party or Joliet Indemnified Party, as applicable.

B. Defense of Third-Party Claim**.** The Indemnifier may participate in or assume the defense of any Third-Party Claim by giving notice to that effect. The Indemnifier's right to do so shall be subject to the rights of any insurer or other Party who has potential liability in respect of that Third-Party Claim. The Indemnifier agrees to pay all of its own expenses of participating in or assuming each defense. The Chicago Indemnified Party or Joliet Indemnified Party, as applicable, shall co-operate in good faith in the defense of each Third-Party Claim, even if the defense has been assumed by the Indemnifier and may participate in such defense assisted by counsel of its own choice at its own expense. If the Chicago Indemnified Party or Joliet Indemnified Party, as applicable has not received notice that the Indemnifier has elected to assume the defense of such Third-Party Claim, said Chicago Indemnified Party or Joliet Indemnified Party may assume such defense, assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection with the Third-Party Claim and any Loss suffered or incurred by the Chicago Indemnified Party or the Joliet Indemnified Party, as applicable with respect to such Third-Party Claim.

C. Assistance for Third-Party Claims**.** The Indemnifier and the Chicago Indemnified Party or Joliet Indemnified Party, as applicable, will use all reasonable efforts to make available

to the Defending Party, (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third-Party Claim, and (ii) all documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third-Party Claim, and shall otherwise co-operate with the Defending Party. The Indemnifier shall be responsible for all reasonable expenses associated with making such documents, records and materials available and for all expenses of any employees made available by the Chicago Indemnified Party or Joliet Indemnified Party, as applicable, to the Indemnifier under this Agreement, which expense shall not exceed the actual cost to the Chicago Indemnified Party or the Joliet Indemnified Party, as applicable, associated with such employees.

D. Settlement of Third-Party Claims. If an Indemnifier elects to assume the defense of any Third-Party Claim in accordance with Article 25, the Indemnifier shall not be liable for any legal expenses subsequently incurred by the Chicago Indemnified Party or Joliet Indemnified Party in connection with the defense of such Third-Party Claim. However, if the Indemnifier fails to take reasonable steps necessary to defend diligently such Third-Party Claim after receiving notice from the Chicago Indemnified Party or Joliet Indemnified Party that said Chicago Indemnified Party or Joliet Indemnified Party believes in good faith on reasonable grounds that the Indemnifier has failed to take such steps, the Indemnified Party may, at its option, elect to assume the defense of and to compromise or settle the Third-Party Claim assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection with said Third-Party Claim. The Chicago Indemnified Party or Joliet Indemnified Party shall not settle or compromise any Third-Party Claim without obtaining the prior written consent of their respective Indemnifier unless such settlement or compromise is made without any liability to, and does not require any action on the part of, said Indemnifier.

25.5. Failure to Give Timely Notice. A failure to give notice in accordance with this Section 25.5 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure. However, this Section 25.5 shall have no effect whatever on Section 29.2 and the rights of the Parties with respect to said Section 29.2.

25.6. No Limitation by Performance Bond or Insurance. Chicago and Joliet each understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Chicago or Joliet, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Chicago Indemnified Party or Joliet Indemnified Party, as applicable, as herein provided. In defending the Chicago Indemnified Party or Joliet Indemnified Party or their respective representatives, the Indemnifier may utilize any immunities which may be raised on behalf of the defendants provided that the use of such immunities by the Indemnifier shall not result in a judgment against the defendants.

25.7. Indemnification by Joliet Customers. Joliet shall cause each water contract with a Purchaser to include provisions that shall indemnify and hold harmless the Chicago Indemnified Parties from any and all claims and liabilities, including but not limited to Water quality claims by the subject Purchaser.

25.8. Survival of Article 25. The provisions of this Article 25 shall survive any termination of this Agreement.

ARTICLE 26. FORCE MAJEURE

26.1. Definition. The term "Force Majeure" as used in this Agreement shall mean the event caused by acts of God, and other events including but not limited to material damage or destruction by fire or other casualty, acts of terrorism, riots, demonstrations, actions of the state or federal government, pandemics, and other events or conditions beyond the reasonable anticipation or control of the Party affected, which in fact interferes with the ability of such Party to discharge its obligations under this Agreement.

26.2. Notice. The Party affected by Force Majeure shall, upon the occurrence of the Force Majeure event, immediately give notice and full particulars of such Force Majeure event to the other Party.

26.3. Suspension of Party Obligations. The obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability claimed, but for no longer period. Any Party giving such notice shall endeavor to remove or overcome such inability as soon as practicable.

ARTICLE 27. NOTICE

27.1. Notice. For purposes of this Agreement, unless otherwise specified in Section 4.3, Subsection 5.2.A, Section 6.3, Section 20.4, Section 20.6, Section 20.7, Section 20.8, Section 20.14, Section 20.17 and Section 20.18, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth in Attachment A if to Chicago and Attachment B if to Joliet, by any of the following means: (A) personal service; (B) electronic communications, such as email; (C) nationally recognized overnight courier service; or (D) Certified Mail. Notice of an emergency relating to this Agreement, including the delivery of Water to Joliet, shall also be given to the other Party as soon as practicable at the emergency contact listed on Attachment A or Attachment B, as applicable.

27.2. Change of Addressee or Addressee Contact Information for Notice. Each Party to this Agreement has the right to change, add to, remove or replace the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement or for emergencies or both, by giving notice complying with the requirements of this Section 27.2 and which shall include an updated and executed Attachment A or Attachment B, as applicable as provided in Section 5.3. No notice of a change of address will be effective until actually received.

27.3. When Received. Unless otherwise provided in Section 4.3, Subsection 5.2.A, Section 6.3, Section 20.4, Section 20.6, Section 20.7, Section 20.8, Section 20.14, Section 20.17 and Section 20.18, notices shall be deemed received upon the first to occur of (A) the date of actual receipt, (B) the date an email is sent, unless notice of non-delivery is received; (C) the date that is one (1) Business Day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (D) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

ARTICLE 28. CHOICE OF LAW; VENUE

28.1. Choice of Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

28.2. Venue. Any action or proceeding relating in any way to this Agreement may be brought and enforced in the federal or state courts in the State of Illinois in the County of Cook or the County of Will, and each of Chicago and Joliet hereby irrevocably submits to the jurisdiction

of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable Law, any objection it may have now or hereafter to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 29. MISCELLANEOUS PROVISIONS

29.1. No Amendments Causing Adverse Effect. Neither Joliet nor Chicago will amend the provisions of any trust indenture or any other documents or agreements relating to any financing or debt obligation with respect to the Joliet Water System or the Chicago Water System, respectively, that will or may cause a material adverse effect on the other Party's rights or obligations under this Agreement.

29.2. Cooperation of the Parties in Proceedings. In connection with any regulatory or judicial inquiry, claim, suit, action or proceeding or other matter by or before any court or any local, state or federal governmental authority or agency including, but not limited to the Internal Revenue Service, the Securities and Exchange Commission, IDNR or IEPA, in connection with this Agreement or the financing of all or any portion of the New Water Supply Infrastructure (collectively, the "Proceeding"), the Parties shall cooperate with each other in connection with said Proceeding. Cooperation shall include, but not be limited to promptly providing all documentation, records and information relating to this Agreement, or the financing of the New Water Supply Infrastructure, and each Party's performance of this Agreement, the delivery of Water to Joliet, and the delivery of Water from Joliet to the Joliet Customers. Notwithstanding the forgoing, each Party shall not be restricted from defending itself in relation to any such Proceedings. This Section shall not apply to any Proceeding in which the Parties are making one or more claims against each other.

29.3. Joliet Water Rate Methodology. As of the Effective Date Joliet, in its water contracts applies the methodology for water rates for its Subsequent Purchasers and Joliet Retail Customers based on generally applicable water rates that charge water customers on the same basis which in certain cases may vary by category of user and amount of usage in a consistent manner and method.

29.4. Tax-Exempt Status of Debt. Neither Party shall take any action, omit to take any action or permit any other party to take or omit to take any action in connection with its Water System that may cause the interest on any tax-exempt water revenue bonds, financing, or debt obligations (collectively, "Bonds") issued by the other Party to be taxable and included in the gross income of the holders of the Bonds for purposes of federal income taxation**.**

29.5. Entire Agreement of the Parties. The Parties agree that as of the Effective Date, the provisions of this Agreement shall supersede the provisions of that certain Preliminary Water Supply Agreement between Chicago and Joliet dated March 17, 2021. This Agreement, together with the Easements, shall constitute the entire agreement of the Parties.

29.6. Survival. Joliet and Chicago agree that the following provisions of this Agreement, shall survive the Termination of this Agreement and remain fully enforceable: Section 6.2, Section 6.4, Section 6.5, Article 7, Article 20, Article 21, Article 25, Subsection 17.4.B and Subsection 21.3.D.

29.7. No Violation of the Law by the Parties. It is the Parties' intention that nothing in this Agreement shall be deemed to cause either Party to violate any applicable Law.

29.8. No Waiver. No officer, official or agent of Chicago or Joliet has the power to

amend, modify or alter this Agreement or waive any of its conditions as to bind Chicago or Joliet by making any promise or representation not contained in this Agreement.

29.9. Severability. If any part of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason, or in conflict with any law, the remainder of this Agreement shall remain valid to the maximum extent possible.

29.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be executed by the Parties and deemed to be an original, and all of which shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS OF THIS AGREEMENT, the City of Chicago and the City of Joliet have caused this Agreement to be executed by their respective officials and shall be effective as of the date and year written on the first page hereof.

CITY OF CHICAGO,
an Illinois home rule municipal corporation

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CITY OF JOLIET,
an Illinois home rule municipal corporation

By: _____
Robert O' Dekirk
Mayor

ATTEST:

By: _____
Christa M. Desiderio
City Clerk

ATTACHMENT A – NOTICES TO THE CITY OF CHICAGO

Notices to Chicago pertaining to this Agreement shall be given to the following:

If to Chicago:

City of Chicago
Department of Water Management – Commissioner's Office
1000 East Ohio Street
Chicago, Illinois 60611
Attention: Commissioner
Email: andrea.cheng@cityofchicago.org

With a copy to:

City of Chicago
City Hall
121 North LaSalle Street -7th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Email: Jennie.Bennett@cityofchicago.org

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street -6th Floor
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Email: James.McDonald@cityofchicago.org

Notices to Chicago in the case of any emergency related to this Agreement, including the delivery of Water to Joliet:

City of Chicago
Department of Water Management
Central Dispatch
24-Hour Number
(312) 747-3570

Notices to Chicago pertaining to insurance coverage under this Agreement:

City of Chicago Department of Finance - Risk Management Office
333 South State Street, Room 400
Chicago, Illinois 60604
Attention: Risk Manager

Acknowledged as complete and accurate as of the date executed below:

CITY OF CHICAGO

By: _____
Name_____
Date: _____

ATTACHMENT B – NOTICES TO THE CITY OF JOLIET

Notices to Joliet pertaining to this Agreement shall be given to the following:

If to Joliet:

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities
Email: publicutilities@joliet.gov

With a copy to:

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: City Manager
Email: citymanager@joliet.gov

With a copy to:

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Corporation Counsel
Email: legal@joliet.gov

Notices to Joliet in the case of any emergency related to this Agreement, including the delivery of Water to Joliet:

City of Joliet
Department of Public Utilities
24-hour number
(815) 724-4220

Acknowledged as complete and accurate as of the date executed below:

CITY OF JOLIET

By: _____
Name_____
Date: _____

INDEX OF EXHIBITS

Exhibit	Description
A	Allocations
B	Bidding and Procurement, Contracting and Construction-Related Engineering Services
C	Design and Planning of Project Elements
D	Review Process, Timeframe and Milestones
E	Key Permits, Bidding, Procurement, Contracting
F	Intergovernmental Agreement
G	Water Storage Volumes
H	Advisory Council Tasks

EXHIBIT A –ALLOCATIONS

Joliet and Subsequent Purchasers	State Water Allocation (MGD)										
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Joliet	15.615	15.742	15.869	15.996	16.123	16.250	16.391	16.532	16.673	16.814	16.955
Channahon	See Note #1										
Aqua Illinois—Oakview Avenue Water Works Service Area	See Note #2										
TOTAL ALLOCATION (MGD)	15.615	15.742	15.869	15.996	16.123	16.250	16.391	16.532	16.673	16.814	16.955
2x Allocation (MGD)	31.23	31.484	31.738	31.992	32.246	32.5	32.782	33.064	33.346	33.628	33.91
*Then Current LSPS Capacity (MGD)***	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27
Contractual Maximum Day Demand (MGD)*	31.23	31.484	31.738	31.992	32.246	32.5	32.782	33.064	33.346	33.628	33.91

*Lesser of 2x Allocation and Then Current LSPS Capacity.
**Anticipated Capacity. Will be confirmed once permit IEPA permit is obtained.

Note #1: Channahon has applied for a Lake Michigan Allocation permit.

Note #2: Aqua Illinois has not applied for a Lake Michigan Allocation permit but would need to obtain a Lake Michigan Allocation permit prior to receiving Water.

Joliet and Subsequent Purchasers	State Water Allocation (MGD)										
	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Joliet	16.955	17.120	17.285	17.450	17.614	17.779	17.944	18.109	18.274	18.439	18.604
Channahon	See Note #1										
Aqua Illinois—Oakview Avenue Water Works Service Area	See Note #2										
TOTAL ALLOCATION (MGD)	16.955	17.120	17.285	17.450	17.614	17.779	17.944	18.109	18.274	18.439	18.604
2x Allocation (MGD)	33.91	34.24	34.57	34.9	35.228	35.558	35.888	36.218	36.548	36.878	37.208
*Then Current LSPS Capacity (MGD)***	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27
Contractual Maximum Day Demand (MGD)*	33.91	34.24	34.57	34.9	35.228	35.558	35.888	36.218	36.548	36.878	37.208

(CONTINUED FROM PAGE 1)

*Lesser of 2x Allocation and Then Current LSPS Capacity.
**Anticipated Capacity. Will be confirmed once permit IEPA permit is obtained.

Note #1: Channahon has applied for a Lake Michigan Allocation permit.

Note #2: Aqua Illinois has not applied for a Lake Michigan Allocation permit but would need to obtain a Lake Michigan Allocation permit prior to receiving Water.

FOR MUNICIPAL APPROVAL

EXHIBIT B – BIDDING AND PROCUREMENT, CONTRACTING, AND CONSTRUCTION-RELATED ENGINEERING SERVICES

Project Element	Bidding and Contracting Entity	Applicable Contracting and Procurement Requirements	Construction-Related Engineering Services
Tunnel Connection	Chicago	Chicago	Resident Engineer: Chicago Construction Administrator: Chicago Observer: Joliet
Tunnel Extension	Joliet	Chicago/Joliet	Resident Engineer: Joliet Construction Administrator: Joliet Observer: Chicago
Low Service Pump Station (including Chicago Service Valve)	Joliet	Chicago/Joliet	Resident Engineer: Joliet Construction Administrator: Joliet Observer: Chicago
Suction Well	Joliet	Chicago/Joliet	Resident Engineer: Joliet Construction Administrator: Joliet Observer: Chicago
High Service Pump Station (including Meter Vault)	Joliet	Chicago/Joliet	Resident Engineer: Joliet Construction Administrator: Joliet Observer: Chicago
Transmission Main - Chicago	Joliet	Joliet	Resident Engineer: Joliet Construction Administrator: Joliet

Construction-Related Engineering Services During Construction

The Project On-Site Representatives and the Construction Administrator will be responsible for performing engineering services during construction of the Project Elements, including the items listed below, based on their assigned role for Construction-Related Engineering Services in the table above.

1. The Resident Engineer will be on site full-time and will be responsible for:

   - Documenting the work (daily/weekly reports) – weather, labor on site, equipment on site, deliveries, work installed, unknown conditions encountered, field changes, testing and as-built conditions.
   - Inspecting the work installed.
   - Checking materials delivered to the site against the shop drawings.

- Determining quantities for payment.
- Issuing field orders (changes with no additional time or cost).
- Coordinating inspections with other Parties.

2. The Construction Administrator will be responsible for:

- Reviewing shop drawings.
- Reviewing pay requests.
- Responding to questions (RFIs) from the Contractor.
- Initiating and responding to change orders (changes with additional time or cost).
- Preparing as-built drawings.

3. The Observer will be onsite full-time observing the work and coordinating the work with the existing operations at the Southwest Pumping Station Site. In addition, the Observer will be responsible for obtaining and communicating input from its Party on:

- Shop drawings.
- Pay requests.
- RFIs from the Contractor.
- Change orders as requested by the Party holding the Construction Contract.

EXHIBIT C – DESIGN AND PLANNING OF PROJECT ELEMENTS

1. As used in Article 8 and this Exhibit C, the following phrases will have the following meanings:

"Design Preferences" means that the final design will incorporate preferred equipment and manufacturers of the Party that will own the Project Element, where such preferences are permitted by Applicable Law For Project Elements to be designed by Joliet but owned by Chicago, where a preference of equipment or manufacturer has not been provided by Chicago, Joliet will provide manufacturers of proposed equipment for Chicago's review. Except as otherwise mutually agreed by the Parties, at least three manufacturers will be included in the bidding documents.

A. "Lead Party" means the Party designated in this Agreement as the Party responsible for entering into the contract for design, construction, or Construction-Related Engineering Services, as applicable, of a Project Element and coordinating with the other Party in connection with that Project Element.

B. "Collaborating Party" means the Party designated in this Agreement as the Party responsible for collaborating with and providing input to the Lead Party.

C. "Site Coordination" during the design phase means Joliet working with Chicago to identify existing DWM site operations and infrastructure as well as new DWM site operations pertaining to the Project Elements and combining existing and new operations and infrastructure to develop reasonable site use and site access in the design documents for the Project Elements.

2. The requirements in the following table shall apply to the respective Project Element:

Project Element	Design Preferences	Planning/Design
Tunnel Connection	Chicago	Lead Party: Chicago Collaborating Party: Joliet
Tunnel Extension	Chicago	Lead Party: Joliet Collaborating Party: Chicago
Low Service Pump Station (including Chicago Service Valve)	Chicago	Lead Party: Joliet Collaborating Party: Chicago
Suction Well	Joliet	Lead Party: Joliet Review for Site Coordination: Chicago
High Service Pump Station (including Meter Vault)	Joliet	Lead Party: Joliet Review for Site Coordination: Chicago
Transmission Main-Chicago	Joliet	Lead Party: Joliet

EXHIBIT D – REVIEW PROCESS, TIMEFRAMES AND MILESTONES

The review process, timeframes for completion of activities and key milestones are described below for the design of the Project Elements listed below:

1. Milestone Engineering Design Submittals for the Tunnel Connection. Time periods for review are included in the review process below. Only if unforeseen circumstances arise, or if either Party requires additional information and therefore requires additional time, the Parties will confer and agree on a reasonable additional timeframe beyond number of Business Days stated below.

A. Chicago will design the Tunnel Connection to each of these specified levels: 10%, 30%, 60%, 90%, 100%.

B. Chicago will submit complete design documents to Joliet for the applicable level of review.

C. Joliet will have twenty (20) Business Days from the date of receipt of the design documents to review the design documents and provide written comments related to the configuration, location, elevation, or other features of the Tunnel Connection that have the potential to impact the design, construction, or operation of the Tunnel Extension or Low Service Pump Station, utilizing a comment review form developed mutually by the Parties. This review shall not relieve Chicago's design consultants of any responsibility for the accuracy and completeness of the Tunnel Connection design. Joliet and Chicago will meet during the review period prior to Joliet providing written comments to discuss any initial comments and questions. If no comments are received within twenty (20) Business Days after Joliet's receipt of the design documents, Chicago will notify Joliet that comments were due and must be provided within five (5) Business Days. If no comments are received after 5 Business Days from the time that notice was given, Chicago will proceed to the next level of design.

D. Chicago will review comments within fifteen (15) Business Days after receipt of comments from Joliet. After the fifteenth (15th) day, Joliet and Chicago will meet and confer on resolution of comments within five (5) additional Business Days. The Commissioner and the Director of Public Utilities for Joliet shall be in attendance at this meeting to authorize resolution of comments.

E. Chicago will document resolution of comments utilizing the comment review form and provide to Joliet within five (5) Business Days after the comment resolution meeting.

F. The Director of Public Utilities for Joliet shall sign the comment review form approving comment resolution within ten (10) Business Days after receipt of documented comment resolution from Chicago. If the signed comment review form is not received within ten (10) Business Days after Joliet's receipt of the documented comment resolution form, Chicago will notify Joliet that approval was due and must be provided within five (5) Business Days. If the signed comment review form is not received after five (5) Business Days from the time that notice was given, the documented comment resolution form will be deemed approved as submitted and Chicago will proceed to the next level of design.

G. Chicago will incorporate comments, as agreed to by the Parties pursuant to the process described above, into design for next level.

2. Ten Percent Engineering Design Submittal Completed. The Parties agree that Joliet's Basis of Design Report for the Alternative Water Source Program, December 2020, has been completed. In June, 2021, Joliet submitted relevant excerpts thereof to Chicago to serve as the 10% design submittal for the Tunnel Extension, Low Service Pump Station, Chicago Service Valve, Meter Vault, Suction Well and High Service Pump Station at the Southwest Pumping Station Site and Durkin Site. Chicago approved this submittal as the 10% design on September 3, 2021.

3. Milestone Engineering Design Submittals for the Tunnel Extension, Low Service Pump Station and Chicago Service Valve. Time periods for review are included in the review process below. Only if unforeseen circumstances arise, or if either Party requires additional information and therefore requires additional time, the Parties will confer and agree on a reasonable additional timeframe beyond number of Business Days stated below.

A. Joliet will design each of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve to each of these specified levels: 30%, 60%, 90%, 100%.

B. Joliet will submit complete design documents to Chicago for the applicable level of review for each of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve.

C. Chicago will have thirty (30) Business Days from the date of receipt of the design documents to review the design documents and provide written comments utilizing a comment review form developed mutually by the Parties. This review shall not relieve Joliet's design consultants of any responsibility for the accuracy and completeness of the design of these Project Elements. Joliet and Chicago will meet during this review period prior to Chicago providing written comments to discuss any initial comments and questions. If no comments are received within thirty (30) Business Days after Chicago's receipt of the design documents, Joliet will notify Chicago that comments were due and must be provided within five (5) Business Days.

D. Joliet will review comments within five (5) Business Days after receipt of comments from Chicago. After the fifth (5th) day, Joliet and Chicago will meet and confer on resolution of comments within five (5) additional Business Days. The Commissioner and the Director of Public Utilities for Joliet shall be in attendance at this meeting to approve resolution of comments.

E. Joliet will document resolution of comments utilizing the comment review form and provide to Chicago within five (5) Business Days after the comment resolution meeting.

F. The Commissioner shall sign the comment review form approving comment resolution within ten (10) Business Days after receipt of documented comment resolution from Joliet. If the signed comment review form is not received within 10 Business Days after Chicago's receipt of the documented comment resolution form, Joliet will notify Chicago that approval was due and must be provided within five (5) Business Days.

G. Joliet will incorporate comments, as agreed to by the Parties pursuant to the process described above, into design for the next level.

H. The Parties may agree during the comment resolution meeting held pursuant to Subsection 3.D of this Exhibit D. that specific comments may require additional information and discussion to resolve and, therefore, will be addressed separately. The Parties will agree on a process for resolution of these comments during the comment

resolution meeting. Formal resolution of these comments will require written approval by the Commissioner and the Director of Public Utilities for Joliet.

4. Milestone Engineering Design Submittals for the Meter Vault, Suction Well and High Service Pump Station. Time periods for review are included in the review process below. Only if unforeseen circumstances arise, or if either Party requires additional information and therefore requires additional time, the Parties will confer and agree on a reasonable additional timeframe beyond number of Business Days stated below.

A. Joliet will design each of the Meter Vault, Suction Well and High Service Pump Station to each of these specified levels: 30%, 60%, 90%, 100%.

B. Joliet will submit design documents related to site layout, site use, air gaps and meter layout to Chicago for the applicable level of review.

C. Chicago will have twenty (20) Business Days from the date of receipt of the design documents to review the design documents and provide written comments regarding site layout, site use, air gaps and meter layout utilizing a comment review form developed mutually by the Parties. This review shall not relieve Joliet's design consultants of any responsibility for the accuracy and completeness of the design of these Project Elements. Joliet and Chicago will meet during the review period prior to Chicago providing written comments to discuss any initial comments and questions. If no comments are received within twenty (20) Business Days after Chicago's receipt of the design documents, Joliet will notify Chicago that comments were due and must be provided within five (5) Business Days. If no comments are received after five (5) Business Days from the time that notice was given, Joliet will proceed to the next level of design.

D. Joliet will review comments within five (5) Business Days after receipt of comments from Chicago. After the fifth (5th) day, Joliet and Chicago will meet and confer on resolution of comments within five (5) additional Business Days. The Commissioner and the Director of Public Utilities for Joliet shall be in attendance at this meeting to authorize resolution of comments.

E. Joliet will document resolution of comments utilizing the comment review form and provide to Chicago within five (5) Business Days after the comment resolution meeting.

F. The Commissioner shall sign the comment review form approving comment resolution within ten (10) Business Days after receipt of documented comment resolution from Joliet. If the signed comment review form is not received within ten (10) Business Days after Chicago's receipt of the documented comment resolution form, Joliet will notify Chicago that approval was due and must be provided within five (5) Business Days. If the signed comment review form is not received after five (5) Business Days from the time that notice was given, the documented comment resolution form will be deemed approved and Joliet will proceed to the next level of design.

G. Joliet will incorporate comments, as agreed to by the Parties pursuant to the process described above, into design for next level.

5. Design Review Milestone Dates. Design review milestone dates shall be consistent with the process described above required for the Project Elements being designed by each Party. Chicago and Joliet agree that the Business Day milestones for review (such as twenty (20) Business Days or ten (10) Business Days) are critical in order for Chicago to provide Water to Joliet by the Targeted Water Delivery Date. With each submittal by a Party to the other Party

of complete design documents to initiate the applicable level of design review for a Project Element, the designing Party shall include a schedule of applicable dates for the design review milestones in the review process for such documents based on the requirements of Section 1, Section 3 or Section 4 of this Exhibit D, as applicable. If Joliet provides more than one submittal to Chicago for design review, resulting in overlapping design review milestone dates for action by Chicago, the Parties will confer to address such an overlap and determine the timeframe for review. The Parties mutually agree to adjust dates for reviews and approvals as necessary to accommodate holidays and other extenuating circumstances.

EXHIBIT E – KEY PERMITS, BIDDING, PROCUREMENT CONTRACTING

KEY PERMITS*

Project Element	Party Role in IEPA Permitting	Party Role in Chicago Permitting (Building, ROW and other necessary Permits)
Tunnel Connection	For IEPA Construction Permit, Chicago's design engineer signs off; Chicago prepares and signs off as Applicant to Construct and as Owner	Chicago and its design engineer and Contractor apply for Permits; Chicago signs off as Owner; Chicago issues Permits
Tunnel Extension	For IEPA Construction Permit, Joliet's design engineer signs off; Joliet prepares and signs off as Applicant to Construct; Chicago signs off as Owner**	Joliet and its design engineer and Contractor apply for Permits; Chicago signs off as Owner; Chicago issues Permits
Low Service Pump Station (including Chicago Service Valve)	For IEPA Construction Permit, Joliet's design engineer signs off; Joliet prepares and signs off as Applicant to Construct; Chicago signs off as Owner**	Joliet and its design engineer and Contractor apply for Permits; Chicago signs off as Owner; Chicago issues Permits
Suction Well	For IEPA Construction Permit, Joliet's design engineer signs off; Joliet prepares and signs off as Applicant to Construct and as Owner	Joliet and its design engineer and Contractor apply for Permits; Joliet signs off as Owner; Chicago issues Permits
High Service Pump Station (including Meter Vault)	For IEPA Construction Permit, Joliet's design engineer signs off; Joliet prepares and signs off as Applicant to Construct and as Owner	Joliet and its design engineer and Contractor apply for Permits; Joliet signs off as Owner; Chicago issues Permits
Transmission Main – Chicago	For IEPA Construction Permit, Joliet's design engineer signs off; Joliet prepares and signs off as Applicant to Construct and as Owner	Joliet and its design engineer and Contractor apply for Permits; Joliet signs off as Owner; Chicago issues Permits

*This Exhibit E only identifies key permits with IEPA and Chicago and is not meant to be exhaustive. For all other permits, the Parties shall meet and confer regarding their respective roles in connection with any other permits required.

**These references are to Chicago as the intended ultimate Owner of these three Project Elements. However, Joliet will be the owner during construction. Ownership of these Project Elements will be transferred to Chicago pursuant to Section 8.14.

Chicago will sign as Owner for IEPA Operating Permits for the Tunnel Connection, the Tunnel Extension, and the Low Service Pump Station following completion of satisfactory bacteriological testing. Joliet will sign as Owner for IEPA Operating Permits for the Suction Well, the High Service Pump Station and the Transmission Main-Chicago.

EXHIBIT F – INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into on or as of the 30th day of July, 2021, by and between the Chicago Park District, an Illinois body politic and corporate (the "Park District"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Water Management ("DWM").

RECITALS

WHEREAS, the City has entered into that certain "Preliminary Agreement with Respect to an Anticipated Water Supply Agreement between the City of Chicago and the City of Joliet" dated March 17, 2021 (the "Preliminary Agreement"), pursuant to which the City has agreed to provide to the City of Joliet ("Joliet," which also includes, as applicable, any regional water commission or similar body which may succeed Joliet with respect to the Preliminary Agreement and water supply) the necessary easements, access rights and other necessary property interests on land the City owns, and on land the City will acquire from the Park District, to enable Joliet to construct the Project Elements (as described in the Preliminary Agreement) and coordinate discussions and negotiations with the Park District to obtain and enter into the agreements necessary for implementation of the Water Supply Agreement (as defined in the Preliminary Agreement); and

WHEREAS, the City desires to acquire an approximately 87,500 square foot portion of the Park District's Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652 as described and depicted on Exhibit A attached hereto (the "Existing Parkland") for use in support of the City's water system, specifically for the construction and operation of subsurface and surface facilities as part of the Project Elements necessary for the supply of water to Joliet (the "Project," as generally depicted on Exhibit B attached hereto); and

WHEREAS, the Park District wishes to convey the Existing Parkland to the City for the aforesaid purpose; and

WHEREAS, subject to the approval of the City Council of the City (the "City Council"), the City shall grant to Joliet a permanent easement under, in, and upon the Existing Parkland to facilitate the Project (the "Permanent Easement") and consistent with the Preliminary Agreement, pursuant to an easement agreement to be entered into between the City and Joliet (the "Permanent Easement Agreement"); and

WHEREAS, as part of the Project, the City will require Joliet to restore, at its sole cost and expense, the surface of the Existing Parkland and construct a new athletic field and support facilities thereon (currently anticipated to be a junior-sized soccer field with accompanying necessary improvements), based on a combination of consideration of community input and the Park District's specifications, and with additional details regarding the replacement improvements to be negotiated among the City, the Park District and Joliet and included in the Lease (defined below), the Permanent Easement Agreement and/or the Water Supply Agreement; and

WHEREAS, subject to the approval of the City Council, the City shall lease the Existing Parkland to the Park District pursuant to a lease or leases to be entered into between the City and the Park District (collectively, the "Lease"), with the Lease term having two parts: (1) commencing on the Closing Date and ending or pausing upon commencement of construction of the Project by Joliet and having a break in Park District use and occupancy of the Existing Parkland during the construction period; and (2) re-commencing when the Project is completed

on the Existing Parkland and Durkin Park by Joliet; in addition, the Lease shall not allow any activities that would interfere with the Suction Well (as defined in the Preliminary Agreement) on the Existing Parkland, the provision of water by the City to Joliet, and Joliet's provision of water to the Joliet Customers (as defined in the Preliminary Agreement); and

WHEREAS, the Park District's rights under the Lease shall be subject to Joliet's rights under the Permanent Easement Agreement (such that Joliet shall be a third party beneficiary of the Lease), and Joliet's rights under the Permanent Easement Agreement shall be subject to the Park District's rights under the Lease (such that the Park District shall be a third party beneficiary of the Permanent Easement Agreement); and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the "Act"), authorizes and provides for municipalities (as defined in the Act) to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, by ordinance adopted by the City Council on July 21, 2021, the City authorized the execution of this Agreement by the commissioner of the Department of Water Management ("Commissioner"), or any Commissioner designee, and the City's performance of its obligations hereunder; and

WHEREAS, by resolution adopted on July 16, 2021, the Board of Commissioners of the Park District authorized the execution of this Agreement by the Park District's General Superintendent, the Park District's performance of its obligations hereunder and the conveyance of the Existing Parkland by quitclaim deed;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement by this reference.

2. Transfer of Existing Parkland to the City; Reversion. The Park District agrees to convey by quitclaim deed ("Deed"), and the City agrees to accept, all of the Park District's right, title and interest in the Existing Parkland on the Closing Date as defined in Section 4 hereof and subject to the terms of this Agreement. The City agrees to accept the Existing Parkland in its "as is" condition and subject to a reversionary clause, providing that the Existing Parkland is subject to reversion to the Park District in the event that Joliet elects, pursuant to Section 4.4 of the Preliminary Agreement or the Water Supply Agreement (as defined in the Preliminary Agreement), not to construct a portion of the Project on the Existing Parkland or to otherwise use the Existing Parkland for water supply purposes; and such reversion to the Park District will be in the Existing Parkland's then-existing "as is" condition (unless required otherwise

in the Permanent Easement Agreement, specifically but not by way of limitation to restore any pre-existing athletic uses) and subject, however, to Joliet's environmental remediation and indemnification obligations, if any, under the Permanent Easement Agreement. If the Preliminary Agreement or Water Supply Agreement (as defined in the Preliminary Agreement) is terminated prior to the date on which the Park District commences the use and enjoyment of the Existing Parkland under the Lease after construction of the Project and related restoration, then the City may terminate this Agreement and the Park District shall purchase the Existing Parkland back from the City for one dollar.

3. No Obligation to Provide Title and Survey; No Warranties; Obligation to Provide Joliet Access and Temporary Easements.

(a) No Title and Survey. The Park District shall have no obligation to provide a survey of the Existing Parkland, or title insurance. The City acknowledges and agrees that it is not relying on any express or implied warranties, promises, guarantees, or representations made by the Park District or anyone acting or claiming to act on behalf of the Park District in acquiring the Existing Parkland.

(b) No Warranties. The City hereby expressly disclaims any express or implied warranties or covenants as to the value, character, quality, quantity or condition of the Existing Parkland or any improvements thereon.

(c) Joliet Access. Notwithstanding the foregoing, the Park District agrees to cooperate with the City and Joliet in providing other available documentation and information with respect to the Existing Parkland and Durkin Park and, subject to submission to the Park District by Joliet of the Park District's customary submission requirements for such approval processes, providing all necessary temporary rights of entry and other access to Joliet as Joliet requires in order to do the necessary inspections, examinations and testing, including without limitation environmental and geotechnical assessments, of the Existing Parkland and Durkin Park in connection with determining whether the Existing Parkland and Durkin Park are an appropriate location for the Project.

(d) Joliet Temporary Easements. The Park District agrees to cooperate with the City in providing temporary easements for construction to Joliet for the purpose of Joliet's construction of the Project as well as restoration, which areas include, without limitation, the following, which are referred to collectively as the "Temporary Easements": (1) the parcel west of the Existing Parkland, which is labeled on Exhibit B as "1.0 Acre Construction Easement" ("Primary Construction Easement"), and (2) any areas adjacent to and north of the Existing Parkland and Primary Construction Easement required to transition the grade from those areas to the grade level of the remainder of Durkin Park.

4. Closing Date. The closing date for transfer of title to the Existing Parkland ("Closing Date") will occur on a date mutually acceptable to the parties hereto, and on a date that will not impair or impede progress on the Project, and in no event later than December 31, 2022. The Permanent Easement Agreement, the agreement(s) for Temporary Easements and the Lease shall be approved and executed concurrently with the Closing Date.

5. Delivery of Possession. Possession of the Existing Parkland shall be delivered on the Closing Date.

6. Park District's Continuing Right to Use Prior to Closing Date. From the date hereof through the Closing Date, subject to the terms and conditions of this Agreement, the Park District shall have the right to continue to use the Existing Parkland for its existing purposes, which purposes shall in no way increase the difficulty of or burden on Joliet's Project. The City shall provide the Park District with at least fourteen (14) days' notice of any scheduled plan for Joliet to use the Existing Parkland prior to the Closing Date, in order to minimize disruption to any previously scheduled community activities on the Existing Parkland. The Park District shall not enter into any agreements for the sale, development, improvement or use of the Existing Parkland or Durkin Park without the prior written consent of the City, which shall be in the City's sole discretion and consistent with the Preliminary Agreement. The foregoing prohibition shall exclude only improvement and use agreements entered into by the Park District in the ordinary course of business and necessary to the continued use and operation of the Existing Parkland for its existing purposes but which shall in no way increase the difficulty of or burden on Joliet's Project. Prior to the Closing Date, the Park District shall maintain the Existing Parkland in good condition and repair, in a manner consistent with all other similarly situated Park District properties.

7. Land Approvals. The Park District shall have no obligation to obtain any zoning or other land use approvals that may be required for the Project; provided, however, the Park District agrees to cooperate with the City and Joliet to the extent necessary to obtain such approvals.

8. Environmental Condition.

(a) The City acknowledges and agrees that the Park District has made no representations concerning the presence or absence of Hazardous Substances (as defined below) on the Existing Parkland or any property adjacent thereto and that the Park District has made no representations concerning the existence or non-existence of any violation, past or present, of Environmental Laws (as defined below) affecting the Existing Parkland. The City hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the Park District which it may have now or in the future for damages, payments, costs, or expenses (including, without limitation, claims of contribution or indemnity and any expenses of investigation of the condition of the Existing Parkland, regardless of the results of such investigation) suffered by the City as a result of the presence or possible presence of any Hazardous Substances on or near the Existing Parkland or the violation, at any time in the past, present, or future, of any Environmental Laws affecting the Existing Parkland. This waiver shall survive the Closing Date.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. §

7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

9. Permanent and Temporary Easements and Other Park Properties; Payments.

(a) Restoration on Permanent Easement. After completion of construction of the Project on the Existing Parkland, the City will require Joliet to restore the Existing Parkland and construct the athletic field and facilities as are generally described in the Fifth Whereas Clause of this Agreement.

(b) Replacement Facilities on Other Park Properties. The City acknowledges that the Park District's use of the southern portion of Durkin Park (including both the Existing Parkland and the adjacent portion of Durkin Park that will be required for the Primary Construction Easement as shown on Exhibit B) will be disrupted during the construction of the Project on Durkin Park. The City and Joliet will negotiate an agreement pursuant to which Joliet will, on the Closing Date, pay an amount, subject to negotiation, which the Park District will use to construct improvements at other Park District locations in the area (which may include other portions of Durkin Park not subject to the Permanent Easement or Temporary Easements) to accommodate increased demand due to the unavailability of the Existing Parkland and the Temporary Easements. The funds for said improvements: (i) shall be provided so long as the City grants the Permanent Easement to Joliet and the Park District grants the Temporary Easements required for the Project to Joliet, and (ii) shall be in the amount negotiated between the City and the Park District. Additional details regarding the replacement improvements will be negotiated among the City, the Park District and Joliet and included in the Lease, the Permanent Easement Agreement, agreement(s) for Temporary Easements and/or the Water Supply Agreement.

(c) Permanent Easement. . The City shall grant to the Park District some or all of any compensation received from Joliet for the use of the Permanent Easement.

10. Warranties and Representations. In connection with the execution of this Agreement, the City and Park District each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the

terms and conditions stated herein.

11. Non-liability of Public Officials. No official, employee or agent of the City or the Park District shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City's or Park District's execution or any breach hereof.

12. Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated herein, shall constitute the entire Agreement between the parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any party to enter into this Agreement or on which reliance is placed by any party, except as specifically set forth in this Agreement.

13. No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City, the Park District and their respective successors and assigns.

14. Counterparts. This Agreement is comprised of two or more identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

15. Governing Law. This Agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

16. Authority. The conveyance and acceptance of the Existing Parkland is authorized under the Local Government Property Transfer Act.

17. Amendments. No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by authorized officers of the City and Park District or their respective successors and/or assigns.

18. Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentence clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

19. Interpretation. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in

accordance with the terms and conditions of this Agreement.

20. Cooperation. The City and Park District agree at all times to cooperate fully with one another in the implementation of this Agreement.

21. Assignment. Neither the City nor the Park District shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

22. Force Majeure. Neither the City nor Park District shall be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including but not limited to, events of force majeure.

23. Time of Essence. Time is of the essence in this Agreement.

24. Waiver. The failure by either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25. Notices. All notices and communications concerning this Agreement shall be sent as follows:

If to the Park District:	Chicago Park District 541 North Fairbanks Chicago, Illinois 60611 Attn: General Superintendent
With a copy to:	Chicago Park District Office of the General Counsel 541 North Fairbanks Chicago, Illinois 60611 Attn: General Counsel
If to the City:	City of Chicago Department of Water Management 1000 East Ohio Street Chicago, Illinois 60611 Attn: Commissioner
With a copy to:	City of Chicago Department of Law Real Estate and Land Use Division 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Deputy Corporation Counsel

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by

personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner provided in this section.

26. Termination. This Agreement shall commence as of the date of execution and, except as expressly provided herein, shall terminate on the Closing Date, upon which any contractual responsibilities to the other party shall terminate (except for those which expressly survive termination).

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: Andrea R.H. Cheng
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST:

By: _____
Kantrice Ogletree
Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST:

By: _____ Sarah Gelder (Jul 29, 2021 16:07 CDT)
Sarah Gelder
Secretary

AGREEMENT EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF EXISTING PARKLAND

THE EXISTING PARKLAND CONSISTS OF APPROXIMATELY 2-ACRES IN THE SOUTHEAST CORNER OF DURKIN PARK (MEASURING APPROXIMATELY 250 FEET NORTH-SOUTH BY 350 FEET EAST-WEST), WHICH PARK IS DESCRIBED AS PARCELS 1 AND 2 IN THE ATTACHED.

File Number: **41057971**

EXHIBIT "A"

PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 TOGETHER WITH THE WEST 1/2 OF VACATED TRIPP AVENUE LYING ADJACENT TO SAID LOTS 1, 2, 3, 4 AND 5, AND TOGETHER WITH THE EAST 1/2 OF VACATED KILDARE AVENUE LYING ADJACENT TO SAID LOTS 6, 7 AND 8, ALL IN BLOCK 37 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 37, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

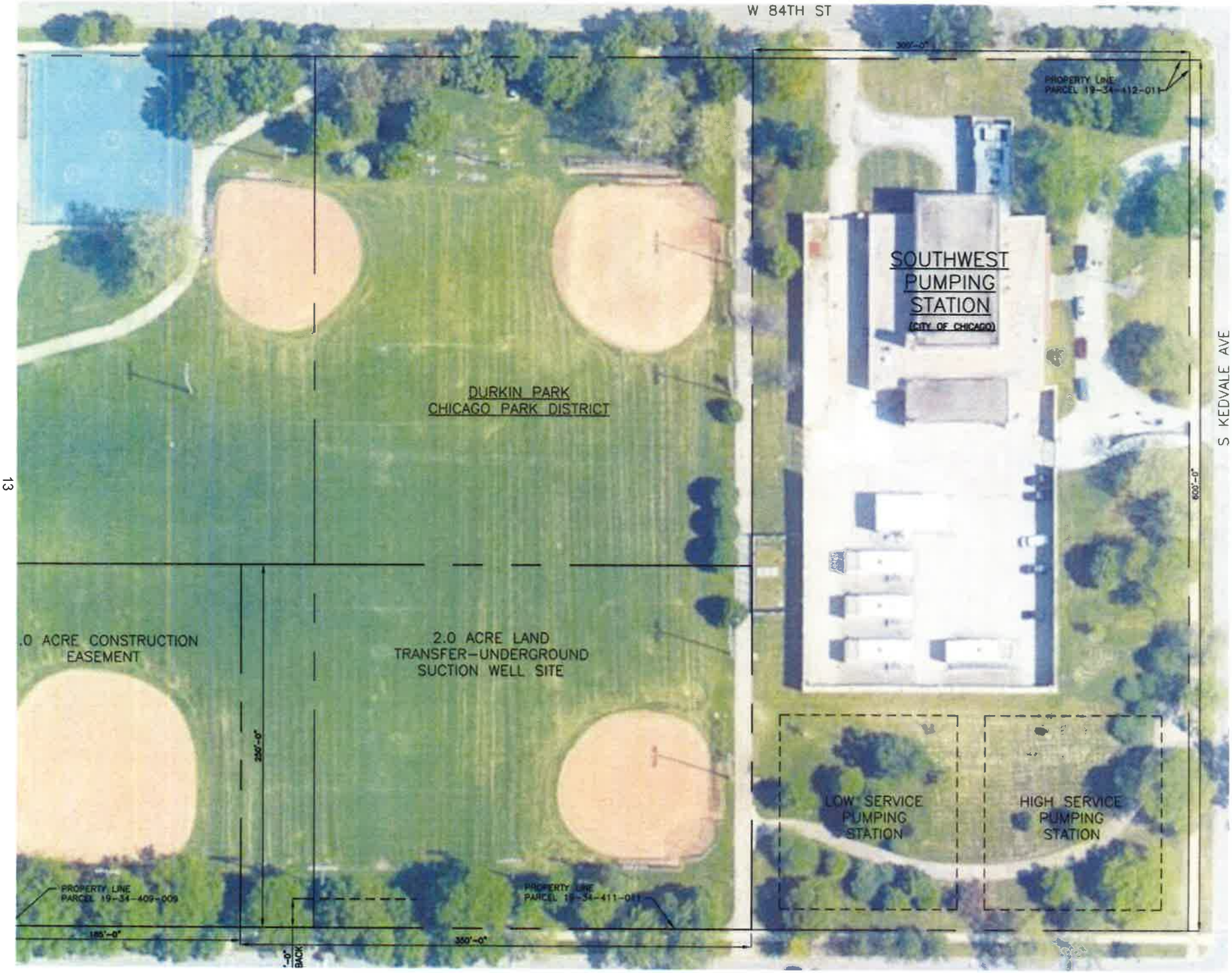
PARCEL 2: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 TOGETHER WITH THE EAST 1/2 OF VACATED TRIPP AVENUE LYING ADJACENT TO SAID LOTS 1, 2, 3, 4 AND 5, AND TOGETHER WITH THE WEST 1/2 OF VACATED KEELER AVENUE LYING ADJACENT TO SAID LOTS 6, 7, 8, 9 AND 10, ALL IN BLOCK 38 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 38, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

PARCEL 3: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 TOGETHER WITH THE EAST 1/2 OF VACATED KEELER AVENUE LYING ADJACENT TO SAID LOTS 6, 7, 8, 9 AND 10, ALL IN BLOCK 39 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 39, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

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AGREEMENT EXHIBIT B

DEPICTION OF THE PROJECT


W 84TH ST
S KEDVALE AVE
SOUTHWEST PUMPING STATION
(CITY OF CHICAGO)
DURKIN PARK
CHICAGO PARK DISTRICT
2.0 ACRE LAND TRANSFER–UNDERGROUND SUCTION WELL SITE
.0 ACRE CONSTRUCTION EASEMENT
LOW SERVICE PUMPING STATION
HIGH SERVICE PUMPING STATION
PROPERTY LINE PARCEL 19-34-412-011
PROPERTY LINE PARCEL 19-34-409-009
PROPERTY LINE PARCEL 19-34-411-011
300'-0"
600'-0"
250'-0"
185'-0"
350'-0"

FIRST AMENDMENT TO

INTERGOVERNMENTAL AGREEMENT

This First Amendment to Intergovernmental Agreement ("First Amendment") is made and entered into on or as of December 31, 2022, by and between the Chicago Park District, an Illinois body politic and corporate (the "Park District"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Water Management ("DWM"). Capitalized terms set forth in this First Amendment have the meaning set forth in the Intergovernmental Agreement (as defined below), unless otherwise defined herein.

RECITALS

WHEREAS, the City and the Park District have previously entered into that certain Intergovernmental Agreement, dated on or as of July 30, 2021 ("Intergovernmental Agreement"), relating to the City's acquisition of approximately 87,500 square foot portion of the Park District's Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, as described and depicted on Exhibit A of the Intergovernmental Agreement (the "Existing Parkland") for use in support of the City's water system, specifically for the construction and operation of subsurface and surface facilities as part of the Project Elements necessary for the supply of water to Joliet (the "Project," as generally depicted on Exhibit B of the Intergovernmental Agreement); and

WHEREAS, the Park District and the City desire to extend the outside Closing Date for transfer of title to the Existing Parkland set forth in Section 4 of the Intergovernmental Agreement, from December 31, 2022 to April 19, 2023; and

WHEREAS, the Park District and the City had anticipated that the City would require Joliet to restore, at its sole cost and expense, the surface of the Existing Parkland and construct a new athletic field and support facilities thereon, which as of the Effective Date of the Intergovernmental Agreement was anticipated to be a junior-sized soccer field with accompanying necessary improvements, based on a combination of consideration of community input and the Park District's specifications, and with additional details regarding the replacement improvements to be negotiated among the City, the Park District and Joliet and included in the Lease, the Permanent Easement Agreement and/or the Water Supply Agreement; and

WHEREAS, the Park District and the City now anticipate that as part of Joliet's improvements to the Existing Parkland, instead of a junior-sized soccer field with accompanying necessary improvements, Joliet will develop a natural grass recreation space;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the parties agree as follows:

1. Section 4 (Closing Date) of the Intergovernmental Agreement is amended and restated to read as follows:

> "The closing date for transfer of title to the Existing Parkland ("Closing Date") will occur on a date mutually acceptable to the parties hereto, and on a date that will not impair or impede progress on the Project, and in no event later than July 31, 2023. The Permanent Easement Agreement, the agreement(s) for Temporary Easements and the Lease shall be approved and executed concurrently with the Closing Date."

2. Except as amended hereby, the Intergovernmental Agreement shall continue in full force and effect as the binding obligations of the City and Park District.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: Andrea R.H. Cheng
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Rosa Escareno
General Superintendent and CEO

ATTEST:

By: _____
Sarah Gelder
Secretary

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By:_____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By:_____
Rosa Escareno
General Superintendent and CEO

ATTEST:

By:_____
Sarah Gelder
Secretary

EXHIBIT G – WATER STORAGE VOLUMES
(As of the Effective Date)

Joliet and Subsequent Purchasers	
Community	**Total Storage (MG)***
Joliet	14.5
Channahon	0.0
Aqua Illinois—Oakview Avenue Water Works Service Area	0.0
Total	**14.5**

*MG = million gallons

EXHIBIT H – ADVISORY COUNCIL TASKS

1. Review, on an annual basis, the Capital Improvement Program of the Chicago Water System and inform the wholesale customers about scheduled capital improvements, routine operation and maintenance that may, in part, impact wholesale customers;

2. Periodically review, discuss and evaluate (a) the complete annual cost of service study for the Chicago Water System, including the rates, rate methodology, and performance of the Chicago Water System based on the information furnished by Chicago as well as (b) changes or adjustments to Chicago water rates and rate methodology; and provide recommendations related to rate setting methodology, the status of any rate adjustments, and the inputs and assumptions required for the annual cost of service study for wholesale customers;

3. Review and provide input, at least annually, on the budget components for the Chicago Water System;

4. Collaborate regarding matters affecting the water industry and customers of the Chicago Water System and supply of water in the northeastern Illinois region, including development and implementation of water policy and legislation as well as public information and education;

5. Encourage continued and ongoing day-to-day communications between operators of the Chicago Water System and operators of the wholesale customers' water systems;

6. Identify and provide input on measures to encourage the addition and retention of wholesale water customers of Chicago;

7. Review Lake Michigan water use requirements, Non-Revenue Water reduction, and the impact of potential future wholesale and other large quantity customers on the Chicago Water System;

8. Provide input regarding the quality and source of raw Lake Michigan water as well as treated Lake Michigan water provided by Chicago to the wholesale customers;

9. Provide input to Chicago to develop appropriate methods for, and to improve, operational coordination in the operation of the Chicago Water System as it delivers Lake Michigan water to the wholesale customers;

10. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shutdowns of, or other impacts on, the Lake Michigan water supply;

11. While acknowledging that Chicago is subject to applicable provisions under the Municipal Code of Chicago and other procurement rules and regulations, suggest, review and provide input to Chicago on cost effectiveness and cost control initiatives in contractual services, commodities and services provided by Chicago directly related to Chicago's provision of Lake Michigan water to wholesale customers where Chicago departments provide support and services to the DWM;

12. Review and discuss operational cost effectiveness and efficiencies affecting water rates;

13. Conduct a review of the billing procedures, schedules and invoices from Chicago to the wholesale customers who are Members of the Advisory Council, and any changes or adjustments to the rate; and

14. Review Chicago's audited financial statements and financing plans pertaining to the Chicago Water System, as well as any costs allocated to the wholesale customers.

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

City of Chicago Dept. of Law
Real Estate & Land Use Div.
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602

(The Above Space for Recorder's Use Only)

EASEMENT AGREEMENT
FOR
TWO (2) PERMANENT EASEMENTS
AND
SEVEN (7) TEMPORARY EASEMENTS
AT THE CITY OF CHICAGO SOUTHWEST PUMPING STATION PROPERTY

This Easement Agreement ("Agreement") is entered into as of this ____day of _____, 2023 ("Effective Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government ("Chicago"), by and through its Department of Water Management ("DWM"), and the City of Joliet, an Illinois municipal corporation and home rule unit of government ("Joliet"). Chicago and Joliet are sometimes referred to herein jointly as the "Parties" or individually as a "Party." This Agreement has been authorized by an ordinance adopted by the City Council of the City of Chicago ("Chicago City Council") on _____, 2023 and by an ordinance adopted by the City Council of the City of Joliet ("Joliet City Council") on _____, 2023.

RECITALS

WHEREAS, Chicago, through DWM, is the owner of the property commonly known as 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000) (the "SWPS Property"), which is the site of DWM's Southwest Pumping Station (the "Station"); and

WHEREAS, Chicago and Joliet have entered into that certain Water Supply Agreement, dated on or as of _____, 2023 (the "Water Supply Agreement"). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, pursuant to the Water Supply Agreement, the City has agreed to grant to Joliet two (2) permanent easements (the "Southwest Pumping Station Site Easements") and seven (7) temporary easements (each a "Temporary Easement," identified as TE-1, TE-2, TE-3, TE-4, TE-5, TE-6 and TE-7, respectively, and, collectively, the "Temporary Easements") on the SWPS Property, as further described in this Agreement. The Southwest Pumping Station Site Easements and the Temporary Easements, each an "Easement" and, collectively, the "Easements"; and

WHEREAS, the locations, legal descriptions and plats of easement for the Southwest Pumping Station Site Easements and the Temporary Easements are in Exhibit 1 attached hereto and incorporated herein (each such location, an "Easement Area," and collectively, the "Easement Areas"); and

WHEREAS, Joliet's use of the Easements shall be exclusive or non-exclusive, and limited to those respective uses (the "Permitted Uses") and timeframes, set forth in Exhibit 2 attached hereto and incorporated here;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

2. Grant of Easements. Subject to the terms and conditions of this Agreement, Chicago hereby grants to Joliet an easement ("Easement") on and under each Easement Area for the Permitted Use applicable to each such Easement Area. Joliet shall undertake the Permitted Uses at its sole cost and expense.

3. Terms. The following terms and conditions apply to each Easement:

(a) Each Easement is an easement appurtenant in favor of Joliet.

(b) Each Easement granted under this Agreement commences on the date hereof, is designated as a permanent or temporary easement in Exhibit 2, and terminates on the earliest of: (i) the applicable date set forth in Exhibit 2 (for temporary easements only) unless otherwise modified by mutual agreement pursuant to Subsection 3(f) below, or (ii) the date on which the Water Supply Agreement terminates. If disposition of the Joliet New Water Supply Infrastructure or Chicago New Water Supply Infrastructure is required pursuant to and following the termination of the Water Supply Agreement, then the termination date of the Easement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

(c) To the extent that an Easement Area is subject to another easement, Joliet will coordinate with Chicago and the other easement holder to address the needs of the other easement holder. Furthermore, as long as the terms of the pre-existing easement are known to the Parties, Joliet shall not take any action or fail to take any action that would cause Chicago to be in breach of its obligations under any such other pre-existing easement.

(d) Joliet represents and warrants to Chicago that its contractors are and shall be licensed, insured and bonded, as required by applicable law, ordinance or code, to perform the Permitted Uses.

(e) Compensation. Within thirty (30) days after the effective date of this Agreement, Joliet will pay to Chicago the applicable dollar amount set forth in Exhibit 2, which amount represents the Parties' determination of the value of the respective Easements. Any adjustment to compensation required by this Section 3 shall be calculated in accordance with the unit price compensation formulas set forth in Exhibit 2.

(f) Any adjustments to (i) the dates set forth for the Temporary Easements in Exhibit 2 due to changes in the construction schedule for the Chicago New Water Supply Infrastructure and the Joliet New Water Supply Infrastructure or (ii) the land area included within any of the Easements, may be mutually agreed by the Parties. To the extent that such changes increase or decrease the actual duration of Joliet's use of any of the Temporary Easements (TE-1 through TE-7), or increase or decrease the land area of any of the Easements, the Parties will adjust the amount of compensation paid by Joliet for the affected Temporary Easement or either Southwest Pumping Station Site Easement.

4. Joliet's Obligations.

(a) Joliet must perform, or cause to be performed, all construction and all alterations to any Easement Area for the construction and alterations for which it is responsible under, and in accordance with, the Water Supply Agreement.

(b) During the initial construction of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), Joliet shall be responsible for all activities relating to such initial construction as required of Joliet as provided in the Water Supply Agreement. After completion of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), Joliet shall be responsible for obtaining approvals of, and paying at its sole cost and expense for, any and all installations, removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or the Joliet New Water Supply Infrastructure, located in, adjacent to, or in close proximity to, the Easement Areas which are owned by Chicago, the Village of Oak Lawn, or any third-party utility or entity, including, but not limited to, pavements, bridges, poles and other infrastructure and utilities, which are or may be necessary or appropriate to facilitate work by Joliet or its contractors or its agents related to the Joliet New Water Supply Infrastructure. Joliet shall be responsible for obtaining the consent of and making suitable arrangements with all applicable entities owning or having an interest in such structures and the Joliet New Water Supply Infrastructure, including any department of Chicago. In the event of a conflict between this Section 4(c) and the Water Supply Agreement, the Water Supply Agreement shall control.

(c) Joliet, at its sole cost and expense, shall secure all necessary permits and approvals for each Permitted Use, and provide all legally required public notices, if any, for the Permitted Uses, in accordance with the Water Supply Agreement.

(d) Disposal Obligations. Joliet shall be responsible for the proper removal, transportation and disposal of all hazardous substances as defined in 415 ILCS 5/3.215, waste as defined in 415 ILCS 5/1 et seq. (including but not limited to 415 ILCS 5/3.535),

contaminants as defined in 415 ILCS 5/3.165, as amended from time to time, and any "Other Regulated Material" as defined in Sections 4(d)(i) to (iii), that is encountered as part of or resulting from its use of the Easement Areas.

Unless sufficient testing is performed to determine compliance with Illinois Environmental Protection Agency ("IEPA") Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Resource Conservation and Recovery Act ("RCRA") "Subtitle D" landfill. If soil or CCDD must be removed from the Easement Areas, it must be disposed of at a properly permitted landfill with prior approval from the Chicago Department of Assets, Information and Services, or any successor department thereto ("AIS"). No soil or materials generated from the Easement Areas can be disposed as "uncontaminated soil" using an IEPA LPC-662 Source Site Certification, unless approved by AIS, with such approval not to be unreasonably withheld, conditioned, or delayed. All soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used.

Joliet must obtain written approval from AIS of all reuse, recycling and disposal locations before any Hazardous Substances, Waste, Contaminants or Other Regulated Material, each as defined in the first paragraph of this Section 4(d) may be sent to such locations. If soil is sent to a location that is not approved by AIS, Joliet must retrieve the materials and take it to an approved location at Joliet's sole cost and expense.

Definitions. The following terms have the following meanings for purposes of this Agreement:

i. "Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

ii. "Environmental Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

iii. "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

iv. "Law" means any applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

v. "Other Regulated Material" is defined as any Waste, Contaminant, material meeting 35 Ill. Adm. Code 742.305, or any other material, not otherwise specifically listed or designated as a hazardous substance, as defined in 415 ILCS 5/3.215, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons, such as chlorine.

vi. "Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(e) Generator Designation. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Joliet shall ensure that either Joliet or its contractor, subcontractor, or other party working on behalf of Joliet signs such documents.

(f) Imported Material. Any backfill material brought on to the Easement Areas must be either a) certified virgin stone or b) tested for Target Compound List parameters (35 Ill. Adm. Code 740, Appendix A) and meet the most stringent objects for residential land use included in 35 Ill. Adm. Code 742, Appendix B, Table A. Based on the scope of work, AIS may waive this requirement, with such waiver not to be unreasonably withheld, conditioned, or delayed.

i. Quarry generated virgin source materials do not need to be tested, but certification from the source (quarry) must be provided to AIS prior to importing the material to the Easement Area.

ii. Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of the analysis shall be within 90 days of importing such material to the Easement Areas unless otherwise approved by Chicago. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed.

iii. Joliet must keep copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable) documenting all materials imported to the Easement Area and detailing where they were specifically placed for a period of five years from the inception of any construction work authorized by this Agreement.

iv. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for any purpose.

(g) Environmental Requirements.

i. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including 41 Ill. Adm. Code 175 and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code 734.

ii. All sampling should be conducted in accordance with all applicable subsections of Title 35: Environmental Protection, Subtitle G: Waste Disposal and Chapter I: Pollution Control Board of the Illinois Administrative Code.

iii. Unless otherwise approved by Chicago, all soil boring and/or monitoring wells installed must be properly abandoned within the term of the Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).

iv. If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole. If gas levels exceed the warning level (10-20% of Lower Explosive Limit (LEL)), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue.

v. Joliet shall not use or store any Hazardous Substances on the Easement Areas or City property, other than as may be necessary for the vehicles and equipment to accomplish the Permitted Uses using standard industry practices and for disinfection of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection) and the Joliet New Water Supply Infrastructure, unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed. If use of Hazardous Substances is necessary, Joliet shall provide the City (AIS) with an annual inventory of the Substances stored on site including the material, container size, maximum quantity stored, and storage location. The Safety Data Sheets for the Hazardous Substances will also be provided. Joliet shall at all times exercise due caution in their application to ensure appropriate use and prevent any accidental spillage or contamination. Joliet shall promptly notify Chicago if any Hazardous Substances are found or spilled on the Easement Areas.

vi. A Soil Management Plan ("SMP") must be prepared and implemented during construction to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; imported material testing requirements; and environmental oversight plan. The SMP is subject to AIS review and approval prior to being implemented, with such approval not to be unreasonably withheld, conditioned, or delayed. Based on the scope of work, AIS may waive this requirement.

vii. If Joliet or its Agents causes a spill or release of a hazardous substance during the construction of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure, except the Tunnel Connection (as those terms are defined in the Water Supply Agreement), Joliet or its Agents must stop work immediately and contact AIS's Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or other person as Chicago may identify by notifying Joliet. Joliet shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

viii. Joliet and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

ix. In the event that the construction of the Joliet New Water Supply Infrastructure or Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed and the Water Supply Agreement is terminated pursuant to Article 6 of the Water Supply Agreement, Joliet must restore the Easement Area in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement. In addition, Joliet shall be responsible for any contamination that was caused, permitted or exacerbated during the construction of the New Water Supply Infrastructure, except the Tunnel Connection, or any damage to the Easement Area or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Joliet, including but not limited to, vandalism or misuse of the Easement Area, and shall undertake any repairs necessitated by such acts or omissions.

5. Uses within the Easement Areas.

(a) Joliet may not use or permit the use of an Easement Area for any purpose other than the Permitted Use for such Easement Area. Joliet is not, and shall not be deemed responsible, for any uses and activities of the Easement Areas by Chicago.

(b) Chicago reserves the right to access all Easement Areas at Chicago's sole discretion and as provided in the Water Supply Agreement. However, Chicago shall have no right to enter the High Service Pump Station or Meter Vault except in connection with matters pertaining to the Water Supply Agreement, and only with notice to and being accompanied by a representative of Joliet.

(c) Joliet, its contractors, and its employees shall not perform or permit any work or use of the Easement Area that is illegal. Joliet, its contractors, and its employees shall not perform or permit any work that disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of initial construction and any periods of Future Maintenance and Repair and Emergency Action. Joliet shall secure the Easement Areas in which it is working during periods of construction. At the remaining times within the term of this Easement, Joliet, its contractors, and its employees shall not perform or permit any work that (i) is injurious to the Easement Area, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Area. Joliet and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Area.

(d) Chicago shall make a good faith effort to notify Joliet of any work of which the Commissioner of DWM receives written notice and that is proposed to be performed by others who are not a party to this Agreement, such as utilities or holders of other easements in the Easement Areas, during periods of planned construction by Joliet within any of the Easement Areas.

6. Alterations. Alterations of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure shall be governed by the requirements of Article 15 of the Water Supply Agreement.

7. Termination and Closure. Termination of this Easement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and Joliet shall have the right to terminate this Easement at any time. Disposition of the Joliet New Water Supply Infrastructure on the Easement Area upon termination shall be in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

8. Assignment. In the event of the assignment of the Water Supply Agreement pursuant to Article 22 of the Water Supply Agreement, this Agreement shall be assigned as provided in such Article 22.

9. Restoration. To the extent that Joliet performs the initial construction of the Chicago New Water Supply Infrastructure, other than the Tunnel Connection, and performs construction, maintenance, repair or replacement of the Joliet New Water Supply Infrastructure, and the work related thereto, Joliet shall, at Joliet's cost and expense, restore the Easement Areas to a condition comparable to the condition of the Easement Areas prior to the commencement of any such activities (ordinary wear and tear excepted).

10. Indemnity.

(a) Joliet and Chicago are subject to the indemnification obligations set forth in Article 25 of the Water Supply Agreement, which are incorporated here by this reference. Joliet is further subject to the following:

(b) Joliet, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity leasing, occupying, using or possessing any portion of the Easement Areas under or through Joliet following the date of the this Agreement (collectively, the "Joliet Parties"), hereby releases, relinquishes and forever discharges Chicago and its employees, agents, officers and officials (individually, a "Chicago Party," and collectively, the "Chicago Parties"), from and against any and all Losses (as defined below) which the Joliet Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this Agreement, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Easement Areas or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Easement Areas, including, without limitation, the presence or suspected

presence of Hazardous Substances or Other Regulated Material in, on, under or about the Easement Areas or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Easement Areas or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). The Joliet Parties waive their rights of contribution and subrogation against any Chicago Parties. "Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs). Furthermore, Joliet shall indemnify, defend (through an attorney reasonably acceptable to Chicago) and hold the Chicago Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of Joliet's Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. Joliet waives its rights of contribution and subrogation against the Chicago Parties.

(c) The covenant of release set forth in Section 10(b) shall run with the Easement Areas and shall be binding upon all successors and assigns of Joliet with respect to the Easement Areas, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Easement Areas under or through Joliet following the date of this Agreement. Joliet acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to enter into this Agreement, and that, but for such release, Chicago would not have agreed to grant an easement to the Easement Areas to Joliet. It is expressly agreed and understood by and between Joliet and Chicago that, should any future obligation of Joliet or the Joliet Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Easement Areas, neither Joliet nor any other Joliet Parties shall assert that those obligations must be satisfied in whole or in part by Chicago, because this covenant contains a full, complete and final release of all such claims.

11. Operation and Maintenance of the Easement Areas and Joliet New Water Supply Infrastructure.

(a) Joliet shall install the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure with the exception of the Tunnel Connection, on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(b) Joliet shall use, inspect, operate, maintain, remove, relocate, repair, replace, or make alterations to the Joliet New Water Supply Infrastructure on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(c) Joliet shall cooperate with Chicago and Chicago shall cooperate with Joliet in connection with coordination during periods of initial construction and during operation

and use on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(d) Joliet shall not interfere, and shall not permit its contractors to interfere, with the Chicago's or the Village of Oak Lawn's access to the SWPS Property.

(e) Maintenance and Operational Duties; Joliet acknowledges that Chicago is not responsible for the operation, maintenance, repair, replacement and/or removal of the Joliet New Water Supply Infrastructure and such activities on the Easement Areas, and Chicago has no obligations with respect thereto. Pursuant to Article 15 of the Water Supply Agreement, the Parties will enter into an agreement for the shared use of the Easement Areas to further clarify the responsibilities of Joliet and Chicago in the Easement Areas, which may include matters such as Chicago's security, parking, equipment storage or grounds maintenance at the SWPS Property.

12. "As Is". Chicago makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Easement Areas or the suitability of the Easement Areas for any purpose whatsoever. Joliet acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Easement Areas and accepts the risk that any inspection may not disclose all material matters affecting the Easement Areas. Joliet agrees to accept the Easement Areas in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the Chicago has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Joliet, with respect to the structural, physical or environmental condition of the Easement Areas, their compliance with any statute, ordinance or regulation, or its suitability, merchantability or fitness for any purpose whatsoever. Joliet acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Chicago or its agents or employees with respect thereto. Joliet agrees that it is its sole responsibility and obligation to perform at its expense any such action as is necessary to put the Easement Areas in a condition which is suitable for its intended use.

13. Insurance. Joliet and Chicago each shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements identified in Article 21 of the Water Supply Agreement, which is incorporated here by this reference.

14. Default. If a Party is in default under this Agreement, Article 20 of the Water Supply Agreement shall govern and control.

15. No Liens. Joliet shall not permit any lien to stand against any Easement Area or the Joliet New Water Supply Infrastructure for any labor or material in connection with work of any character performed in any Easement Areas at the direction or sufferance of Joliet.

16. Compliance with Law. Joliet agrees that the Easement Areas and the Joliet New Water Supply Infrastructure shall be used, and any alterations to the structures located within any Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in compliance with all applicable Laws.

17. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

18. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice authorized under this Section 18:

If to Chicago:
City of Chicago
Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Commissioner

With copies to:
City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

and

City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to Joliet:
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and City Manager

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified

Mail, evidenced by a receipt.

19. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of Joliet and Chicago and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

20. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

21. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Areas and shall be binding upon Joliet, its successors and assigns having any interest in the Easement Areas.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement and the accompanying plats of easement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, including the law of public trust with respect to the use and occupation of the Easement Areas. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement, and all provisions of the Water Supply Agreement referenced herein, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the Parties. In the event of a conflict between the Water Supply Agreement and this Agreement, the Water

Supply Agreement shall govern. An amendment to the Easement Area or the term (i.e., start and end date) of any Easement shall be set forth in an amendment in recordable form and shall include the amended term or the legal description and plat of easement for such amended Easement Area(s) and shall be subject to payment by Joliet of an additional amount of compensation, determined pursuant to the formula in Exhibit 2 of this Agreement.

(h) Joliet shall record, at its expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree prepare a memorandum of easement agreement or amendment to easement agreement in a mutually agreeable form which will be recorded by Joliet.

22. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago ("Municipal Code"), Joliet warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code and agrees that a violation of Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560 of the Municipal Code by Joliet, whether or not in the performance of this Agreement, shall constitute a breach of this Agreement.

IN WITNESS WHEREOF, Joliet and Chicago have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CITY OF JOLIET,
an Illinois municipal corporation and home rule unit of government

By: _____

Date: _____

ATTEST:

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Andrea R.H. Cheng, Ph.D., P.E., personally known to me to be the Commissioner of the Department of Water Management of Chicago, Illinois ("Chicago"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner she signed and delivered the said instrument pursuant to authority given her on behalf of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2023.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the _____ and City Clerk, respectively, of the City of Joliet, Illinois ("Joliet"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and City Clerk, he and she signed and delivered the said instrument pursuant to authority given him and her on behalf of Joliet, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2023.

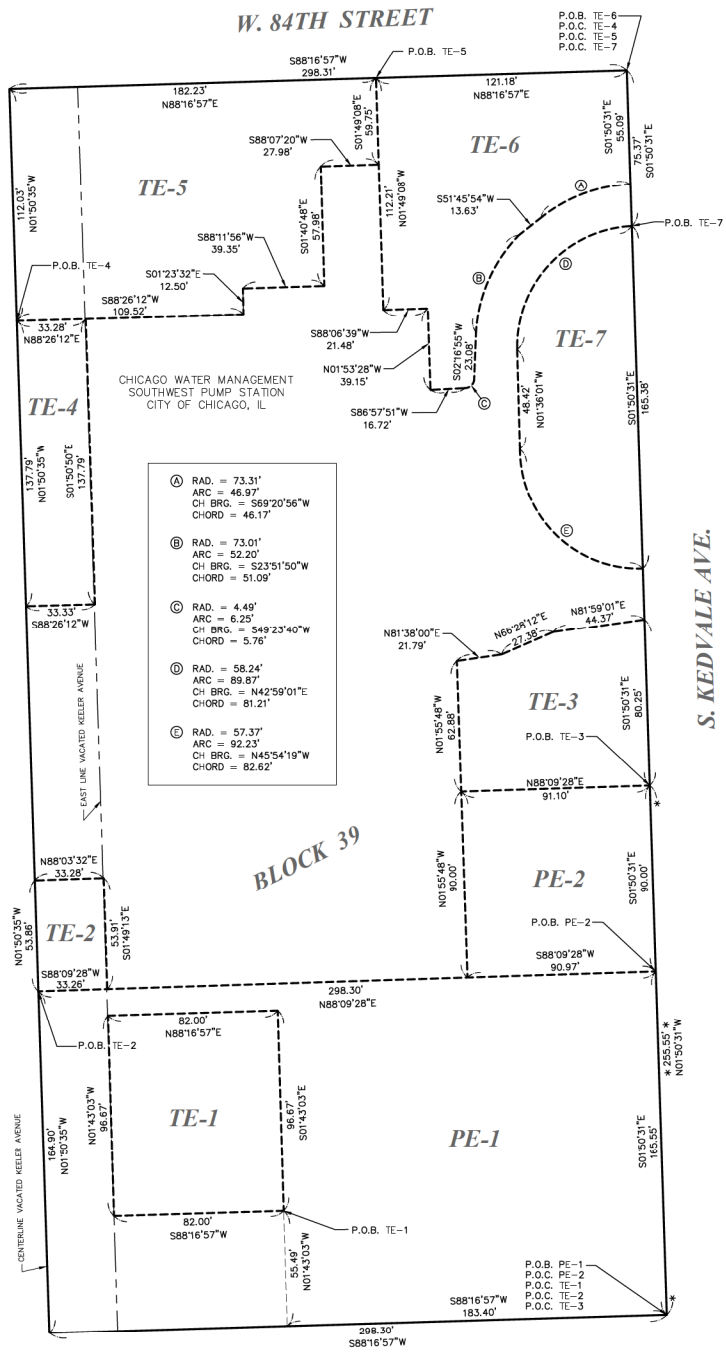
_____
Notary Public

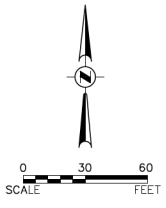
Exhibit 1 to Easement Agreement

Depiction of Southwest Pumping Station Site Easements and Temporary Easement Areas, Legal Descriptions and Plat of Easement

[Omitted]

EASEMENT EXHIBIT





THE CITY OF CHICAGO
P.I.N. 19-34-412-011

LEGAL DESCRIPTIONS:

PE-1:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 164.90 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 298.30 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 165.55 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING:
COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

PE-2:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 165.55 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 90.97 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 48 SECONDS WEST, 90.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 91.10 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 90.00 FEET TO THE POINT OF BEGINNING.

TE-1:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

TE-2:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 164.90 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 53.86 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 32 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 13 SECONDS EAST, 53.91 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 33.26 FEET TO THE POINT OF BEGINNING.

TE-3:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 255.55 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 91.10 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 48 SECONDS WEST, 62.88 FEET; THENCE NORTH 81 DEGREES 38 MINUTES 00 SECONDS EAST, 21.79 FEET; THENCE NORTH 66 DEGREES 28 MINUTES 12 SECONDS EAST, 27.38 FEET; THENCE NORTH 81 DEGREES 59 MINUTES 01 SECOND EAST, 44.37 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 80.25 FEET TO THE POINT OF BEGINNING.

TE-4:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.31 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 112.03 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 26 MINUTES 12 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 50 SECONDS EAST, 137.79 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 12 SECONDS WEST, 33.33 FEET TO SAID CENTERLINE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 137.79 FEET TO THE POINT OF BEGINNING.

TE-5:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 39, A DISTANCE OF 121.18 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 49 MINUTES 08 SECONDS EAST, 59.75 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS WEST, 27.98 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 48 SECONDS EAST, 57.98 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 56 SECONDS WEST, 39.35 FEET; THENCE SOUTH 01 DEGREE 23 MINUTES 32 SECONDS EAST, 12.50 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 12 SECONDS WEST, 109.52 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 112.03 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 182.23 FEET TO THE POINT OF BEGINNING.

TE-6:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 55.09 FEET; THENCE WESTERLY 46.97 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.31 FEET, CHORD BEARING SOUTH 69 DEGREES 20 MINUTES 56 SECONDS WEST, AND CHORD LENGTH OF 46.17 FEET; THENCE SOUTH 51 DEGREES 45 MINUTES 54 SECONDS WEST, 13.63 FEET; THENCE SOUTHERLY 52.20 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.01 FEET, CHORD BEARING SOUTH 23 DEGREES 51 MINUTES 50 SECONDS WEST, AND CHORD LENGTH OF 51.09 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 55 SECONDS WEST, 23.08 FEET; THENCE SOUTHWESTERLY 6.25 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 4.49 FEET, CHORD BEARING SOUTH 49 DEGREES 23 MINUTES 40 SECONDS WEST, AND CHORD LENGTH OF 5.76 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 51 SECONDS WEST, 16.72 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 28 SECONDS WEST, 39.15 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 39 SECONDS WEST, 21.48 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 08 SECONDS WEST, 112.21 FEET TO THE NORTH LINE OF SAID BLOCK 39; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE, 121.18 FEET TO THE POINT OF BEGINNING.

TE-7:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 75.37 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 165.38 FEET; THENCE NORTHWESTERLY 92.23 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 57.37 FEET, CHORD BEARING NORTH 45 DEGREES 54 MINUTES 19 SECONDS WEST, AND CHORD LENGTH OF 82.62 FEET; THENCE NORTH 01 DEGREE 36 MINUTES 01 SECOND WEST, 48.42 FEET; THENCE NORTHEASTERLY 89.87 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 58.24 FEET, CHORD BEARING NORTH 42 DEGREES 59 MINUTES 01 SECOND EAST AND CHORD LENGTH OF 81.21 FEET TO THE POINT OF BEGINNING.

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

CITY OF JOLIET
150 W. JEFFERSON ST.
JOLIET, IL 60432

NO.	DATE	REVISIONS
		4-11-23

EASEMENT EXHIBIT

DATE: MARCH 10, 2023
PROJECT NO. J02201RB
FILE NO J02201RB-CITY OF CHICAGO

PAGE 1 OF 1

Exhibit 2 to Easement Agreement

Permitted Uses, Timeframes and Compensation
For Each Southwest Pumping Station Site Easement and Each Temporary Easement

Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Joliet Contractor Use*	Duration of Joliet Contractor Use for Calculation of TE Compensation*
PE-1	41,361	Permanent[+]: Exclusive During Joliet Contractor Use; thereafter, Non-Exclusive, except the Area Under the High Service Pump Station Which is Exclusive	Chicago	None	5/1/2024 to 12/31/2029	N/A
PE-2	8,193	Permanent[+]: Exclusive During Joliet Contractor Use; thereafter Non-Exclusive, except the Area Under and Between the Joliet Generators Which is Exclusive Non-Exclusive	Chicago	10/1/2025 to 6/30/2026	5/1/2024 to 9/30/2025 & 7/1/26 to 12/31/2029	N/A
TE-1	7,927	Temporary[+]	Chicago	None	5/1/2024 to 12/31/2029	5.7 years/68 months
TE-2	1,793	Temporary[+]	Chicago	None	5/1/2024 to 12/31/2029	5.7 years/68 months
TE-3	6,611	Temporary[+]	Chicago	10/1/2025 to 6/30/2026	7/1/2026 to 12/31/2029	3.5 years/42 months
TE-4	4,589	Temporary[+]	Chicago	None	5/1/2024 to 12/31/2029	5.7 years/68 months
TE-5	17,404	Temporary[+]	Chicago	10/1/2025 to 3/31/2027	5/1/2024 to 9/30/2025 & 4/1/2027	4.17 years/50 months (total)

Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Joliet Contractor Use*	Duration of Joliet Contractor Use for Calculation of TE Compensation*
					to 12/31/2029	
TE-6	11,355	Temporary[+]	Chicago	10/1/2025 to 9/30/2026	10/1/2026 to 12/31/2029	3.33 years/39 months
TE-7	8,054	Temporary[+]	Chicago	10/1/2025 to 9/30/2026	10/1/2026 to 12/31/2029	3.33 years/39 months

*Subject to change based on final design

[+]Temporary Easements (TE-1 through TE-7, inclusive) shall be limited to the exclusive use of Joliet during the period of Joliet Contractor use described above for the particular Temporary Easement, unless the Joliet Contractor Use period is modified as mutually agreed pursuant to Section 3(f) of this Agreement. In addition, for the Permanent Easements (PE-1 and PE-2, inclusive) and Temporary Easements (TE-1 through TE-7, inclusive), if Chicago requires access to an Easement Area during a period of Joliet Contractor use for issues such as an emergency, security matter or need for prompt maintenance for short term use by Chicago or one of its contractors, Joliet agrees to coordinate with Chicago to allow such use and Chicago agrees that the Joliet Contractor use period for the affected Easement Areas will be extended for a period equivalent to the period of Chicago use.

Easement Name	Permitted use	Area* (square feet)(SF)	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
PE-1	See below	41,361	$5.86/SF plus $0.50/SF Premia, 10% DIV for Remainder, 179,578 SF whole site	$397,500
PE-2	See below	8,193		
TE-1	See below	7,927	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$28,333
TE-2	See below	1,793	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$6,233
TE-3	See below	6,611	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$14,700
TE-4	See below	4,589	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$16,433
TE-5	See below	17,404	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$46,250
TE-6	See below	11,355	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$23,400
TE-7	See below	8,054	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$16,575
			[Note: Total may not foot due to rounding]	Total: $549,425

*Subject to change based on final design

Permitted Use for PE-1 and PE-2 is the construction, installation, operation, maintenance, repair, relocation, removal, expansion and replacement of the Joliet New Water Supply Infrastructure.

Permitted Use for TE-1 through TE-7, inclusive, is the construction and installation of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (other than the Tunnel Connection).

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

City of Chicago Dept. of Law
Real Estate & Land Use Div.
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602

(The Above Space for Recorder's Use Only)

EASEMENT AGREEMENT
FOR
DURKIN PARK

This Easement Agreement ("Agreement") is entered into as of this ___ day of _____, 2023 ("Effective Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government ("Chicago"), by and through its Department of Water Management (including any successor department thereto, "DWM"), and the City of Joliet, an Illinois municipal corporation and home rule unit of government ("Joliet"). Chicago and Joliet are sometimes referred to herein jointly as the "Parties" or individually as a "Party." This Agreement has been authorized by an ordinance adopted by the City Council of the City of Chicago ("Chicago City Council") on _____, 2023, and by an ordinance adopted by the City Council of the City of Joliet ("Joliet City Council") on _____, 2023.

RECITALS

WHEREAS, Chicago, is the owner of the approximately 87,500 square feet of land legally described on Exhibit 1 attached hereto and depicted on the plat of easement (the "Plat") attached hereto as Exhibit 2 (such described and depicted land, the "Easement Area"), which is a portion of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, the remainder of which park is owned by the Chicago Park District (the "District"); and

WHEREAS, the Easement Area is directly adjacent on the west to Chicago-owned property located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000), which is the site of DWM's Southwest Pumping Station (the "Station"); and

WHEREAS, pursuant to an Intergovernmental Agreement dated July 30, 2021 (the "IGA") by and between the District and Chicago, the District has previously conveyed, via quitclaim deed

(the "District Deed"), the Easement Area to Chicago for the construction and operation of that certain suction well to be installed as an underground tank in the Easement Area and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well, which will be used to supply water to Joliet and any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, the "Suction Well"), all as depicted in Exhibit 3 attached hereto; and

WHEREAS, Chicago and the District have entered into a lease dated concurrently herewith ("Lease"), which Lease or a memorandum thereof may be recorded with the Office of the Cook County Clerk, pursuant to which the District will use the Easement Area for normal active and passive sports and public recreational use as part of the larger Durkin Park; and

WHEREAS, Joliet shall use the Easement Area for the construction, operation, maintenance and repair of the Suction Well as well as for an access road serving the Southwest Pumping Station Site located on the vacated Keeler Avenue portion of the Easement Area, and for construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (collectively, the "Permitted Use") pursuant to this Agreement and that certain water supply agreement with Chicago dated _____, 2023 (the "Water Supply Agreement"). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, pursuant to the Water Supply Agreement, not later than (a) the end of the period of contractor use described in Exhibit 4 of two (2) years and six (6) months, unless amended pursuant to Exhibit 4, and (b) the completion of construction of the Suction Well and construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, Joliet shall at its sole cost and expense restore the surface (i.e., at grade) of the Easement Area (the "Surface Easement Area") as a natural grass turf surface or any other improvement on the Durkin Site, the Durkin Temporary Construction Area (which is defined in the Water Supply Agreement as "that certain designated land area the temporary use of which CPD grants to Joliet pursuant to the Durkin Temporary Construction Area Access permit") or both, mutually agreed upon up to Nine Hundred Thousand Dollars ($900,000) construction value in 2020 dollars, for normal active and passive sports and public recreational usage. Upon acceptance of this restoration of this Surface Easement Area by Chicago with concurrence of the District, the District's use of the Easement Area for normal active and passive sports and public recreational usage shall no longer be suspended and shall continue pursuant to the Lease, and Joliet shall have the right to use the Surface Easement Area for the Permitted Use and the Permitted Use shall be performed on those areas on which are located the above-ground structures and appurtenances necessary for the operation and maintenance of the Suction Well and other areas as necessary for the Permitted Use from time to time;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Chicago hereby grants to Joliet an exclusive easement ("Easement") on and under the Easement Area for the Permitted Use, which Joliet shall undertake at Joliet's sole cost and expense.

3. Terms. The following terms and conditions apply to the Easement:

(a) The Easement is an easement appurtenant in favor of Joliet.

(b) The Easement granted under this Agreement commences on the date hereof and is coterminous with the Water Supply Agreement. The "Term" of this Agreement shall be the date on which the Agreement commences through the date on which it expires, unless terminated earlier in accordance with its terms. If disposition of the Suction Well is required following the termination of the Water Supply Agreement, then the termination date of this Agreement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

(c) Joliet represents and warrants to Chicago that its contractors are and shall be licensed, as applicable, to perform the Permitted Use.

(d) Compensation. Within thirty (30) days after the effective date of this Agreement, Joliet will pay to Chicago the dollar amounts set forth in Exhibit 4 attached hereto, which represents the Parties' determination of the value of the Easement.

4. Joliet's Obligations.

(a) Prior to the commencement of construction or of any alterations to the Easement Area, Joliet shall provide proposed plans and specifications to Chicago for design review as provided in Articles 8 and 15 of the Water Supply Agreement. As provided in Articles 8 and 15 thereof, any such alterations shall be designed and constructed in compliance with all applicable Laws in effect at the time. For purposes of this Agreement, "Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority. "Governmental Authority" means any court, federal, state, or local government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority. Chicago may, at its discretion, involve the District in Chicago's design review of proposed plans and specifications for proposed work on the Easement Area and other land owned by the District.

(b) Joliet shall be responsible for obtaining approvals of, and paying at its sole cost and expense for, any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or any other structures, located in, adjacent to, or in close proximity to, the Easement Area which are owned by Chicago, the District, or any third-party utility or entity, including, but not limited to, the Station, including the Station site and the Station's appurtenances, pavements, bridges, poles and other infrastructure and utilities, which are or may be necessary or appropriate to facilitate work by Joliet or its contractors or its agents related to the Suction Well. Joliet shall be responsible for obtaining the consent of and making suitable arrangements with all applicable entities owning or having an interest in such structures, including any department of Chicago.

(c) Joliet, at its sole cost and expense, shall secure all necessary permits and approvals for the Permitted Use, and provide all legally required public notices, if any, for the Permitted Use in accordance with the requirements of the Water Supply Agreement.

(d) Disposal Obligations. Joliet shall be responsible for the proper removal, transportation and disposal of all hazardous substances as defined in 415 ILCS 5/3.215, waste as defined in 415 ILCS 5/1 et seq. (including but not limited to 415 ILCS 5/3.535), contaminants as defined in 415 ILCS 5/3.165, as amended from time to time, and any "Other Regulated Material" as defined in Sections 4(d)(i) to (iii), that is encountered as part of or resulting from its use of the Easement Area.

Unless sufficient testing is performed to determine compliance with Illinois Environmental Protection Agency's ("IEPA") Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Resource Conservation and Recovery Act ("RCRA") Subtitle D landfill. If soil or CCDD must be removed from the Easement Area, it must be disposed of at a properly permitted landfill with prior approval from the Chicago Department of Assets, Information and Services, or any successor department thereto ("AIS"). No soil or materials generated from the Easement Area can be disposed as "uncontaminated soil" using an IEPA LPC-662 Source Site Certification, unless approved by AIS, with such approval not to be unreasonably withheld, conditioned, or delayed. All soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used.

Joliet must obtain written approval from AIS of all reuse, recycling and disposal locations before any Hazardous Substances, Waste, Contaminants or Other Regulated Material, each as defined in the first paragraph of this Section 4(d) may be sent to such locations. If soil is sent to a location that is not approved by AIS, Joliet must retrieve the materials and take it to an approved location at Joliet's sole cost and expense.

Definitions. The following terms have the following meanings for purposes of this Agreement:

i. "Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

ii. "Environmental Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §

1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

iii. "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

iv. "Law" means any applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

v. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a hazardous substance, as defined in 415 ILCS 5/3.215, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons, such as chlorine.

vi. "Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(e) Generator Designation. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Joliet shall ensure that either Joliet or its contractor, subcontractor, or other party working on behalf of Joliet signs such documents.

(f) Imported Material. Any backfill material brought on to the Easement Area must be either a) certified virgin stone or b) tested for Target Compound List parameters (35 Ill. Adm. Code 740, Appendix A) and meet the most stringent objects for residential land use included in 35 Ill. Adm. Code 742, Appendix B, Table A. Based on the scope of work, AIS may waive this requirement. , with such waiver not to be unreasonably withheld, conditioned, or delayed.

i. Quarry generated virgin source materials do not need to be tested, but certification from the source (quarry) must be provided to AIS prior to importing the material to the Easement Area.

ii. Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of

the analysis shall be within 90 days of importing such material to the Easement Area unless otherwise approved by Chicago. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed.

iii. Joliet must keep copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable) documenting all materials imported to the Easement Area and detailing where they were specifically placed for a period of five (5) years from the inception of any construction work authorized by this Agreement. At the end of the five (5) year period, all records must be provided to the Department of Water Management and such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Area. In the alternative, Joliet, at its option, may provide such records to the Department of Water Management or such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Area, sooner than such five (5) year period and Joliet will not be obligated to maintain copies of such records after they are provided to Chicago in accordance with this sentence.

iv. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for any purpose.

(g) Environmental Requirements.

i. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including 41 Ill. Adm. Code 175 and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code 734.

ii. All sampling should be conducted in accordance with all applicable subsections of Title 35: Environmental Protection, Subtitle G: Waste Disposal and Chapter I: Pollution Control Board of the Illinois Administrative Code.

iii. Unless otherwise approved by Chicago, all soil boring and/or monitoring wells installed must be properly abandoned within the Term of the Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).

iv. If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole. If gas levels exceed the warning level (10-20% of Lower Explosive Limit (LEL)), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue.

v. Joliet shall not use or store any Hazardous Substances on the Easement Area, other than as may be necessary for the vehicles and equipment to accomplish the Permitted Uses using standard industry practices and for disinfection of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection) and the Joliet New Water Supply Infrastructure, unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed. If use of Hazardous Substances is

necessary, Joliet shall provide the City (AIS) with an annual inventory of the Substances stored on site including the material, container size, maximum quantity stored, and storage location. The Safety Data Sheets for the Hazardous Substances will also be provided. Joliet shall at all times exercise due caution in their application to ensure appropriate use and prevent any accidental spillage or contamination. Joliet shall promptly notify Chicago if any Hazardous Substances are found or spilled on the Easement Area

vi. A Soil Management Plan ("SMP") must be prepared and implemented during construction to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; imported material testing requirements; and environmental oversight plan. The SMP is subject to AIS review and approval prior to being implemented, with such approval not to be unreasonably withheld, conditioned, or delayed. Based on the scope of work, AIS may waive this requirement.

vii. If Joliet or its Agents causes a spill or release of a hazardous substance during the construction of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure except the Tunnel Connection (as those terms are defined in the Water Supply Agreement), Joliet or its Agents must stop work immediately and contact AIS's Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or other person as Chicago may identify by notifying Joliet. Joliet shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

viii. Joliet and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

ix. In the event that the construction of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed, Joliet must restore the Easement Area in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement. In addition, Joliet shall be responsible for any contamination that was caused, permitted or exacerbated during the construction of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, or any damage to the Easement Area or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Joliet, including but not limited to, vandalism or misuse of the Easement Area, and shall undertake any repairs necessitated by such acts or omissions.

(h) Access Requirements.

i. For the purposes of this Lease and the Easement, the following terms shall have the following meanings:

"Future Maintenance and Repair" means planned activities requiring use of an Easement Area that would prevent park uses, which are (1) disturbing soils in the Easement Area, (2) bringing in heavy equipment, or (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done.

"Emergency Action" means any work that results from unplanned events that require prompt or immediate action to protect the Joliet New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

"Normal Operations" means water system operational and maintenance activities, other than Future Maintenance and Repair, that are performed in a manner so as not to interfere with the District's routine use and enjoyment of the Easement Area.

ii. Joliet will use the Easement Area for Normal Operations and no access permit or access agreement will be required by the District.

iii. If Joliet plans to perform "Future Maintenance and Repair," Joliet must notify the City and the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or the City, and not unreasonably withheld or delayed. Future Maintenance and Repair will be scheduled to minimize impacts to the District's use, and the public's enjoyment, of the Easement Area.

iv. Joliet must notify the City and the District as soon as practicable of any "Emergency Action." In addition, Joliet must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or the City, and not unreasonably withheld or delayed.

5. Uses within the Easement Area.

(a) Joliet may not use or permit the use of the Easement Area for any purpose other than the Permitted Use, subject to the Lease. Joliet is not, and shall not be deemed responsible, for any uses and activities of the Easement Area by Chicago and the District on the Easement Area.

(b) Chicago reserves the right to access the Easement Area at Chicago's sole discretion and as provided in the Water Supply Agreement. However, Chicago shall have no right to enter the Suction Well except in connection with matters pertaining to the Water Supply Agreement, and only with notice to and being accompanied by a representative of Joliet.

(c) This Easement shall be subject to the Lease, and the Lease shall be subject to this Easement. Chicago shall provide Joliet copies of the Lease and any amendments to it; any such amendments to the Lease that adversely affect Joliet's rights and obligations hereunder shall be subject to Joliet's prior written consent, which shall not be unreasonably withheld and shall be provided to Chicago within forty-five (45) business days. If Joliet does not provide Chicago within such forty-five (45) business days its written

objection to a proposed Lease amendment that adversely affects its rights and obligations under this Agreement, Joliet shall be deemed to have consented to it.

(d) Joliet, its contractors, and its employees shall not perform or permit any work or use of the Easement Area that is illegal. Joliet, its contractors, and its employees shall not perform or permit any work that disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of initial construction and any periods of Future Maintenance and Repair and Emergency Action. At the remaining times within the term of this Easement, Joliet, its contractors, and its employees shall not perform or permit any work that (i) is injurious to the Easement Area, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Area. Joliet and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Area.

(e) Joliet shall not interfere, and shall not permit its contractors to interfere, with the District's access to the surface of Durkin Park that is above the Easement Area, or with the District's security, parking, equipment storage or grounds maintenance at Durkin Park.

(f) Chicago shall require the District and the District's agents, contractors or subcontractors under the District's control not to use any pesticides, herbicides or other chemicals within or adjacent to the Existing Parkland or Joliet New Water Supply Infrastructure.

(g) Chicago shall state in the Lease that the District shall own, operate and maintain the drainage system to be installed by Joliet to provide stormwater drainage under Durkin Park, including the Existing Parkland, in place of the existing drainage structures that are removed for placement of the Joliet New Water Supply Infrastructure on the Existing Parkland; provided, however, that the District shall not own, operate or maintain the underdrain system of the Joliet New Water Supply Infrastructure on the Existing Parkland (which underdrain system is completely separate from the drainage system). Joliet warrants to Chicago and the District for the term of the Lease that the drainage system and the underdrain system shall be free of any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by Joliet or their contractors that would cause the drainage system or the underdrain system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Easement Area that were not disturbed by Joliet, shall not be the responsibility of Joliet.

(h) Chicago shall notify Joliet of any work of which it becomes aware that is proposed to be performed by others who are not a party to this Agreement, such as utilities or holders of other easements in the Easement Area, during periods of planned construction by Joliet within the Easement Area.

6. Alterations. Other than the Suction Well and its above-ground structures and appurtenances, Joliet may not erect any structures, install any infrastructure or make any use of the Easement Area which in the judgment of Chicago would interfere with: Chicago's use, operation, inspection, maintenance, repair, renewal or reconstruction of the Station or other

property or facilities owned by Chicago; the District's use of the Surface Easement Area under the Lease; or any third-party infrastructure.

7. Termination and Closure. Termination of this Easement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and Joliet shall have the right to terminate this Easement at any time. Disposition of the Suction Well on the Easement Area upon termination shall be in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

8. Assignment. In the event of the assignment of the Water Supply Agreement pursuant to Article 22 of the Water Supply Agreement, this Agreement shall be assigned as provided in such Article 22.

9. Restoration.

(a) Upon completion of the initial construction of the Suction Well, Joliet shall perform the restoration as described in the Sixth Whereas clause.

(b) To the extent that Joliet performs construction (other than the initial construction), maintenance, repair, replacement or removal of the Suction Well, and all work related thereto, Joliet shall, at Joliet's cost and expense, restore the Easement Area to a condition comparable to the condition of the Easement Area prior to the commencement of any such activities.

10. Indemnity.

(a) Except with respect to the wrongful intentional acts of Chicago or the District (to the extent the same are the cause of an injury or loss to a third person), Joliet hereby indemnifies and agrees to hold harmless and defend Chicago and the District from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to Chicago or the District, any natural person, or Chicago's or the District's property, including but not limited to the Easement Area, the Station (including the Station site and the Station's appurtenances), the property of any person, arising out of this Agreement or the Water Supply Agreement or the occupancy, use, operation, maintenance, repair or replacement of the Suction Well or the Easement Area by Joliet, its officers, employees, agents and invitees. If legal action is taken against Chicago or the District or their agents or any claim is made relating to the Easement Area or the Suction Well as a result of the foregoing, Chicago or the District may elect to tender said defense to Joliet which shall and must defend such action or claim at Joliet's own expense and Chicago or the District shall cooperate with Joliet in the defense thereof. Chicago and the District shall have the right to join Joliet as a party defendant in any such legal action. This indemnity shall not be the exclusive remedy of Chicago or the District, and Chicago and the District shall maintain whatever other rights of indemnity they may have under common law, by statute, or by ordinance. This indemnification shall survive any termination or expiration of this Agreement and shall not be limited by any insurance coverages set forth in the Water Supply Agreement.

(b) Joliet, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity leasing, occupying,

using or possessing any portion of the Easement Area under or through Joliet following the date of the this Agreement (collectively, the "Joliet Parties"), hereby releases, relinquishes and forever discharges Chicago and District, and their employees, agents, officers and officials (individually, an "Indemnified Party," and collectively, the "Indemnified Parties"), from and against any and all Losses (as defined below) which the Joliet Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this Agreement, based upon, arising out of or in any way connected with, directly or indirectly, solely to the extent attributable to the actions or inactions of any of Joliet's Parties: (i) any environmental contamination, pollution or hazards associated with the Easement Area or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Easement Area, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Easement Area or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Easement Area or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). The Joliet Parties waive their rights of contribution and subrogation against any Indemnified Parties, solely to the extent attributable to the actions or inactions of any of Joliet's Parties. "Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs). Furthermore, Joliet shall indemnify, defend (through an attorney reasonably acceptable to Chicago) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of Joliet's Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, solely to the extent attributable to the actions or inactions of any of Joliet's Parties. Joliet waives its rights of contribution and subrogation against the Indemnified Parties.

(c) The covenant of release set forth in Section 10(b) shall run with the Easement Area and shall be binding upon all successors and assigns of Joliet with respect to the Easement Area, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Easement Area under or through Joliet following the date of this Agreement. Joliet acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to enter into this Agreement, and that, but for such release, Chicago would not have agreed to grant an easement to the Easement Area to Joliet. It is expressly agreed and understood by and between Joliet and Chicago that, should any future obligation of Joliet or the Joliet Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Easement Area, neither Joliet nor any other Joliet Parties shall assert that those obligations must be satisfied in whole or in part by Chicago, because this covenant contains a full, complete and final release of all such claims.

(d) Chicago will require the District to provide indemnification to Joliet for Losses resulting from District uses and activities occurring on the Easement Area, and enforce such indemnification from the District on behalf of Joliet, or assign such indemnification rights to Joliet to allow Joliet to undertake enforcement on its own behalf.

11. Operation, Maintenance and Security of the Easement Area and Suction Well.

(a) Joliet shall maintain the Suction Well as required hereunder and pursuant to the terms of the Water Supply Agreement, at its sole cost and expense.

(b) Joliet shall maintain the Suction Well so that the Suction Well does not unduly interfere with any use of the Easement Area by Chicago, the District, the public, or any person or entity authorized to use or occupy the Easement Area.

(c) Joliet shall conduct regular documented inspections of the Suction Well and the Easement Area and maintain the Suction Well and restore the Easement Area in accordance with applicable Law and to the satisfaction of the Commissioner. All maintenance records for the Suction Well and Easement Area shall be made available to DWM upon DWM's written request for such documentation.

(d) Joliet shall cooperate with Chicago concerning the coordination of uses of the Easement Area, including prompt responses to inquiries, attending meetings and site visits, and providing complete disclosure of information concerning the Easement Area and the Suction Well.

(e) Joliet shall pay for any and all costs and expenses incurred with respect to the operation, maintenance, repair, replacement, and/or removal of the Suction Well, or any part thereof, within the Easement Area.

(f) Prior to providing its consent to an assignment or sublease of the Lease, Chicago shall notify Joliet that an assignment or sublease of the Lease has been proposed for which Chicago has been requested to provide its consent under the terms of the Lease. Any assignment or sublease of the Lease shall not allow any activities that would materially, substantially or detrimentally interfere with the Joliet New Water Supply Infrastructure on the Easement Area, the provision of Water by Chicago to Joliet, and Joliet's provision of Water to the Joliet Customers. Joliet shall not have a right to consent to any such assignment or sublease or a right to review the terms of such proposed transaction(s), as long as the conditions of the previous sentence are met.

12. Chicago and the District Have No Maintenance, Operational and Security Duties; "As Is - Where-Is Condition". Joliet acknowledges that neither Chicago nor the District is responsible for the operation, maintenance, repair, replacement and/or removal or security of the Suction Well or the Easement Area, and Chicago and the District each has no obligations with respect thereto. Chicago acknowledges that it will not expect Joliet to be responsible for the District's operations, activities, use, maintenance, repair, replacement and/or removal activities on the Easement Area.

Chicago and the District make no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Easement Area or the suitability of the Easement Area for any purpose whatsoever. Joliet acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Easement Area and accepts the risk that any inspection

may not disclose all material matters affecting the Easement Area. Joliet agrees to accept the Easement Area in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the Chicago has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Joliet, with respect to the structural, physical or environmental condition of the Easement Area, their compliance with any statute, ordinance or regulation, or its suitability, merchantability or fitness for any purpose whatsoever. Joliet acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Chicago or the District or any of their agents or employees with respect thereto. Joliet agrees that it is its sole responsibility and obligation to perform at its expense any such action as is necessary to put the Easement Area in a condition which is suitable for its intended use.

13. Insurance. Joliet shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements identified in Article 21 of the Water Supply Agreement, which is incorporated here by this reference. On an annual basis, Chicago will provide, or require the District provide, to Joliet evidence of the District's insurance.

14. Default. If a Party is in default under this Agreement, Article 20 of the Water Supply Agreement shall govern and control.

15. No Liens. Joliet shall not permit any lien to stand against the Easement Area or the Suction Well for any labor or material in connection with work of any character performed in the Easement Area at the direction or sufferance of Joliet.

16. Compliance with Law. Joliet agrees that the Easement Area and the Suction Well shall be used, and any alterations to the structures located within the Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in complete compliance with all applicable Laws.

17. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

18. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice under this Section 18.

If to Chicago: City of Chicago
Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Commissioner

With copies to: City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

and

City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to Joliet: City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and City Manager

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

19. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of Joliet and Chicago and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties hereto and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof. Notwithstanding the foregoing, the District is and during the term of the Lease shall be a third-party beneficiary of this Agreement.

20. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

21. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Area and shall be binding upon Joliet and Chicago, and their respective successors and assigns having any interest in the Easement Area.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement has been negotiated, executed and delivered in Illinois, and it and the accompany plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois including the law of public trust with respect to the use and occupation of the Easement Area. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement, and any provisions of the Water Supply Agreement that govern the Suction Well, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement. In the event of a conflict between the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(h) Joliet shall record, at its expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree prepare a memorandum of easement agreement in a mutually agreeable form which will be recorded by Joliet.

22. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago ("Municipal Code"), Joliet warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code and agrees that a violation of Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-

1550, or 11-4-1560 of the Municipal Code by Joliet, whether or not in the performance of this Agreement, shall constitute a breach of this Agreement.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Joliet and Chicago have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CITY OF JOLIET, an Illinois municipal corporation and home rule unit of government

By: _____
Robert O'Dekirk
Mayor

ATTEST:

By: _____
Christa M. Desiderio
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Andrea R.H. Cheng, Ph.D., P.E., personally known to me to be the Commissioner of the Department of Water Management of Chicago, Illinois (“Chicago”), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner she signed and delivered the said instrument pursuant to authority given her on behalf of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2023.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Robert O’Dekirk and Christa M. Desiderio, personally known to me to be the Mayor and City Clerk, respectively, of the City of Joliet, Illinois (“Joliet”), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk, he and she signed and delivered the said instrument pursuant to authority given him and her on behalf of Joliet, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2023.

_____
Notary Public

Exhibit 1 to Easement Agreement

Easement Area (legal description)

PE-1:
THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743507, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.

Exhibit 2 to Easement Agreement

Plat of Easement

[To Come]

EASEMENT EXHIBIT

LEGAL DESCRIPTIONS:

PE–1:

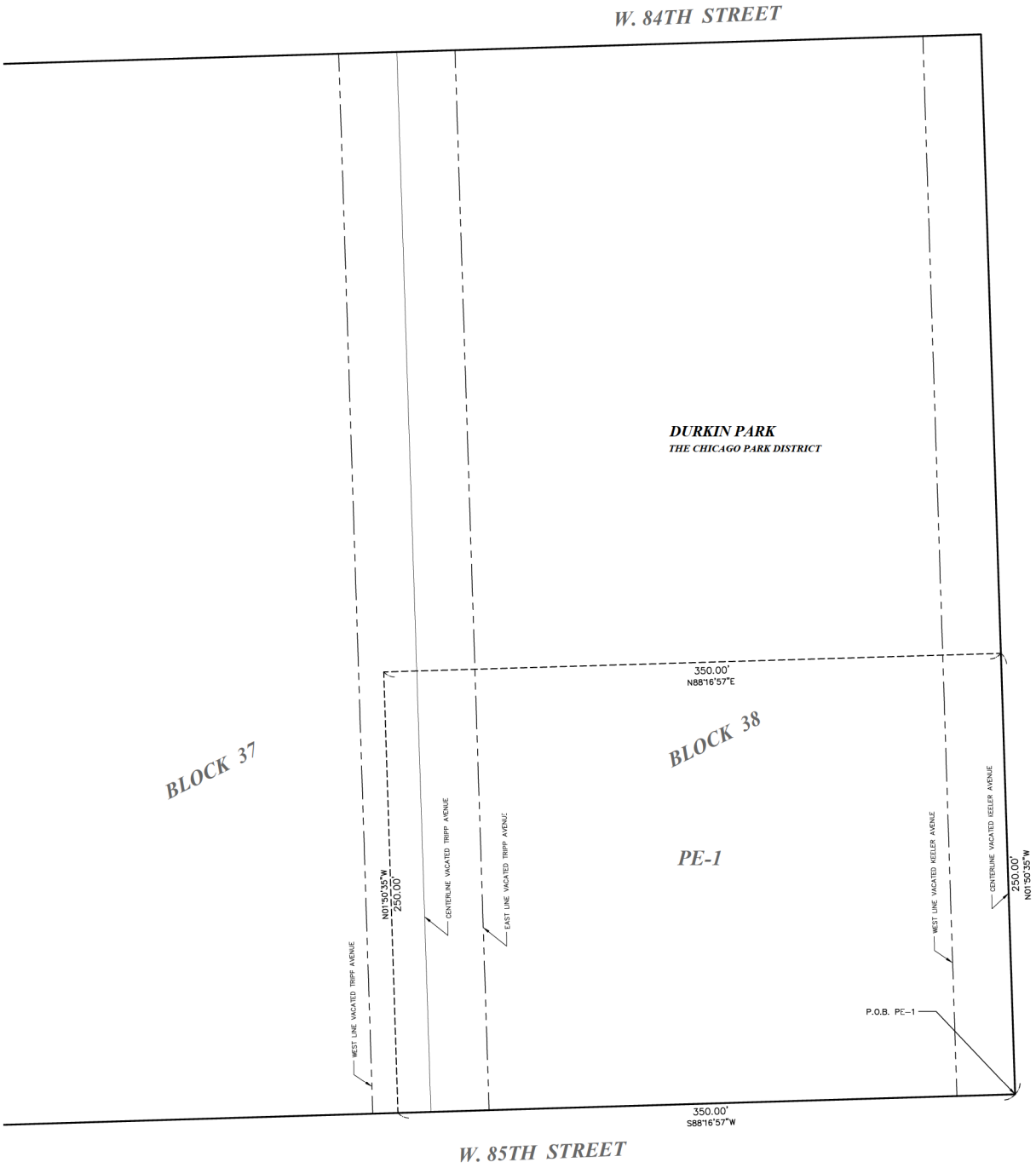
THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.

N

0 30 60
SCALE FEET

THE CHICAGO PARK DISTRICT
P.I.N. 19–34–410–009
P.I.N. 19–34–411–011



Engineering Enterprises, Inc. CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com	**CITY OF JOLIET** **150 W. JEFFERSON ST.** **JOLIET, IL 60432**	NO.	DATE	REVISIONS 4–11–23	EASEMENT EXHIBIT	DATE: MARCH 8, 2023 PROJECT NO. J02201RB FILE NO J02201RB–DURKIN PE EXHIBIT PAGE 1 OF 1

Exhibit 3 to Easement Agreement

Depiction of Suction Well (site plan)

[EXHIBIT ON FILE—Contains confidential information,
including materials relating to water system security]

Exhibit 4 to Easement Agreement

Compensation to be Paid by Joliet to Chicago

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Joliet Contractor Use*	Duration of Joliet Contractor Use for Calculation of TE Compensation*
Durkin Park	PE-1	87,500	Permanent	Chicago	None	10/1/2025 to 3/31/28 Road area at the eastern end of PE-1: 5/1/24 to 12/31/29	N/A
*Subject to change based on advancement of final design. The Joliet contractor periods of use of PE-1 shall be as shown above. PE-1 includes a portion of vacated Keeler Avenue that will become part of the permanent access road to the Southwest Pumping Station Site, on which both the Low Service Pump Station and the High Service Pump Station are located. This road will also be used by contractors during the entire construction period, from 5/1/24 through 12/31/29. The Joliet contractor period of use for PE-1 other than the road is two (2) years and six (6) months. The contractor periods of use may be modified with the prior written approval of the Commissioner of DWM.							

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Duration of Joliet Contractor Use for Calculation of TE Compensation*	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
Durkin Park	PE-1	87,500	Permanent	Chicago	N/A	$5.86/per SF plus $0.50/SF Premia, 2.5% DIV for Remainder, 398,521 SF whole site	$430,275
*Subject to change based on advancement of final design.							

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

Barbara A. Adams
Donahue & Rose, P.C.
9501 West Devon Ave. Suite 702
Rosemont, Illinois 60018

(The Above Space for Recorder's Use Only)

AGREEMENT FOR CONSTRUCTION EASEMENTS FOR DURKIN PARK

This Easement Agreement ("Agreement") is entered into as of this ___ day of _____, 2023 ("Effective Date"), by and between the CHICAGO PARK DISTRICT, a body politic and unit of local government ("District"), and the CITY OF JOLIET, an Illinois municipal corporation and home rule unit of government ("Joliet"). The District and Joliet are sometimes referred to herein jointly as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the District is the operator of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652; and

WHEREAS, pursuant to an Intergovernmental Agreement dated July 30, 2021 (the "IGA") by and between the District and the City of Chicago ("Chicago"), the District has previously conveyed approximately 87,500 square feet of land legally described and depicted in Exhibit 1 attached hereto ("Permanent Easement Area") to Chicago for the construction and operation of that certain suction well to be installed as an underground tank in the Permanent Easement Area and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well, which will be used to supply water to Joliet and any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, the "Suction Well"), all as depicted in Exhibit 3 attached hereto; and

WHEREAS, pursuant to that certain Easement Agreement for Durkin Park between Chicago and Joliet dated concurrently with this Agreement ("Permanent Easement Agreement"), Joliet shall use the Permanent Easement Area for the construction, operation, maintenance and

repair of the Suction Well and for construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (collectively, the "Permanent Easement Use") pursuant to this Agreement and that certain water supply agreement between Chicago and Joliet dated _____, 2023 (the "Water Supply Agreement"). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, Chicago and the District have entered into a lease dated concurrently with this Agreement ("Lease"), which Lease or a memorandum thereof may be recorded with the Office of the Cook County Clerk, pursuant to which the District will use the surface of the Permanent Easement Area for normal active and passive sports and public recreational use as part of the larger Durkin Park; and

WHEREAS, the District is the owner of the remainder of Durkin Park other than the Permanent Easement Area; and

WHEREAS, pursuant to the IGA, the District has agreed to grant to Joliet temporary easements for construction purposes, which will be (i) on three (3) portions of Durkin Park for use in connection with the initial construction of the Suction Well, the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure ("Initial Construction Use"), as described and depicted on Exhibit 2 to this Agreement and known as TE-1, TE-2 and TE-3 (each an "Easement" and collectively the "Easements", and the real estate area within each Easement referred to as an Easement Area and collectively the "Easement Areas") and (ii) on each of Easement TE-1 and Easement TE-2 for the purposes of Future Maintenance and Repair (as defined below) of the Suction Well and Emergency Actions (as defined below); and

WHEREAS, the Permanent Easement Area and Easement TE-3 are directly adjacent on the west to Chicago-owned property located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000), which is the site of Chicago Department of Water Management's Southwest Pumping Station ("Station"); and

WHEREAS, pursuant to the Water Supply Agreement, upon completion of construction of the Suction Well and construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, Joliet shall at its sole cost and expense restore the surface (i.e., at grade) of the Easement Area (the "Surface Easement Area") in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and which is consistent with normal active and passive sports and recreational usage. Upon acceptance of this restoration of this Surface Easement Area by the District with the concurrence of Chicago, the District's use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended, and Joliet shall have the right to use the Surface Easement Area for the Permitted Use from time to time;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

2. Grant of Easements. Subject to the terms and conditions of this Agreement, the District hereby grants to Joliet (a) temporary easements for the Initial Construction Use on and under Easement TE-1, Easement TE-2 and Easement TE-3 and (b) temporary easements for Future Maintenance and Repair and Emergency Actions on and under Easement TE-1 and Easement TE-2, which uses Joliet shall undertake at Joliet's sole cost and expense. The Initial Construction Use, Future Maintenance and Repair, and Emergency Actions are sometimes collectively referred to in this Agreement as the "Permitted Use".

3. Terms. The following terms and conditions apply to the Easements:

(a) Each of the Easements is an easement appurtenant in favor of Joliet.

(b) This Agreement commences on the date hereof and is coterminous with the Water Supply Agreement. The "Term" of this Agreement shall be the date on which the Agreement commences through the date on which it expires, unless terminated earlier in accordance with its terms. If disposition of the Suction Well is required following the termination of the Water Supply Agreement, then the termination date of the Easement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

(c) Joliet represents and warrants to the District that its contractors are and shall be licensed, as applicable, to perform the Permitted Use from time to time when using one or more of the Easements.

(d) Compensation. Within thirty (30) days after the Effective Date, Joliet will pay to Chicago the dollar amounts set forth in Exhibit 4 attached hereto, which represents the Parties' determination of the value of the Easements plus an additional amount paid by Joliet to the District pursuant to the IGA in recognition of the disruption of the use of the southern portion of Durkin Park, in particular the Permanent Easement Area and the Easement Areas, which amount the District will use to construct improvements at other District locations in the area (which may include other portions of Durkin Park not part of the Permanent Easement Area or the Easement Areas) to accommodate increased demand due to the unavailability of the Permanent Easement Area and the Easement Areas.

(e) Any adjustments to (i) the dates set forth for the Easements in Exhibit 4 due to changes in the construction schedule for the Chicago New Water Supply Infrastructure and the Joliet New Water Supply Infrastructure or (ii) the land area included within any of the Easements, may be mutually agreed by the Parties. To the extent that such changes increase or decrease the actual duration of Joliet's use of any of the Easements, or increase or decrease the land area of any of the Easements, the Parties will adjust the amount of compensation paid by Joliet for the affected Easements.

(f) Access Requirements.

i. For the Initial Construction Use, Joliet must notify the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. The District agrees that during the period of Initial Construction Use, the District's use of the Easement Areas will be suspended under the Lease until the completion of restoration under Section 8(a) of this Agreement.

ii. For the purposes of this Agreement, the following terms shall have the following meanings:

"Future Maintenance and Repair" means planned activities requiring use of an Easement Area that would prevent park uses, which are (1) disturbing soils in the Easement Area, (2) bringing in heavy equipment or (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done; and

"Emergency Action" means any work that results from unplanned events that require prompt or immediate action to protect the Joliet New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

"Normal Operations" means water system operational and maintenance activities, other than Future Maintenance and Repair.

iii. If Joliet plans to perform "Future Maintenance and Repair," Joliet must notify the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District's use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

iv. Joliet must notify the District as soon as practicable of any "Emergency Action." In addition, Joliet must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District's use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

v. Joliet will not use the Easement Areas for Normal Operations without prior notice to and consent from the District.

4. Joliet's Obligations.

(a) Prior to the commencement of construction or of any alterations to the Easement Areas, Joliet has agreed to provide proposed plans and specifications to Chicago for design review as provided in Articles 8 and 15 of the Water Supply Agreement. In the Permanent Easement Agreement, Chicago has agreed to involve the District in Chicago's design review of proposed plans and specifications for proposed work on the Permanent Easement Area and the Easement Areas and the District will participate in such review. As provided in Articles 8 and 15 thereof, any such alterations shall be designed and constructed in compliance with all applicable Laws in effect at the time. For purposes of this Agreement, "Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority. "Governmental Authority" means any court, federal, state, or local government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

(b) During the initial construction of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), Joliet shall be responsible for all activities relating to such initial construction as required of Joliet as provided in Section 8 of the Water Supply Agreement.

(c) Joliet, at its sole cost and expense, shall secure all necessary permits and approvals for the Permitted Use, and provide all legally required public notices, if any, for the Permitted Use in accordance with the requirements of the Water Supply Agreement.

(d) Joliet and its contractors shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

(e) In the event that the construction of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed, Joliet must restore the Easement Areas in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

5. Uses within the Easement Area.

(a) During periods of use of the Easements by Joliet, Joliet may not use or permit the use of the Easement Areas for any purpose other than the Permitted Use. Joliet is not, and shall not be deemed responsible, for any uses and activities of the Easement Areas by the District.

(b) Joliet, its contractors, and its employees shall not perform or permit any practice that is illegal or disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of the Initial Construction Use and any periods of Future Maintenance and Repair and Emergency Action. At the remaining times within the term of this Agreement, Joliet, its contractors, and its employees shall not perform or permit any practice that (i) is injurious to the Easement Areas, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Areas. Joliet

and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Areas.

(c) During periods in which Joliet is not using the Easements, Joliet shall not interfere, and shall not permit its contractors to interfere, with the District's access to the surface of Durkin Park that is above the Easement Areas, or with the District's security, parking, equipment storage or grounds maintenance at Durkin Park.

(d) The use of pesticides, herbicides and other chemicals, and other activities generating airborne particulates, in proximity to the Joliet New Water Supply Infrastructure and in Durkin Park by the District and any users of, or contractors, agents or invitees of the District is prohibited.

(e) The District shall own, operate and maintain the drainage system to be installed by Joliet to provide stormwater drainage under Durkin Park, including the Easements TE-1, TE-2 and TE-3, in place of the existing drainage structures that are removed for placement of the Joliet New Water Supply Infrastructure on the Permanent Easement Area; provided, however, that the District shall not own, operate or maintain the underdrain system of the Joliet New Water Supply Infrastructure on the Permanent Easement Area (which underdrain system is completely separate from the drainage system). Joliet warrants to Chicago and the District for the term of this Agreement that the drainage system shall be free of any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by Joliet or their contractors that would cause the drainage system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Permanent Easement Area or the Easement Areas that were not disturbed by Joliet, shall not be the responsibility of Joliet. The District shall not make alterations to the drainage system or the Easement Areas that would adversely affect the Suction Well.

6. Alterations. Other than the Permitted Use and as provided in this Agreement, Joliet may not erect any structures, install any infrastructure or make any use of the Easement Areas which in the judgment of the District would interfere with the District's use, operation, inspection, maintenance, or repair of the surface of the Easement Areas.

7. Termination and Closure. Termination of this Agreement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and Joliet shall have the right to terminate this Agreement at any time. Disposition of the Suction Well on the Permanent Easement Area upon termination shall be in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

8. Restoration.

(a) Upon completion of the Initial Construction Use by Joliet, Joliet shall at its sole cost and expense restore the Surface Easement Area in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and consistent with normal active and passive sports and recreational usage. Upon acceptance of this restoration of the Surface Easement Area by the

District, the District's use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended.

(b) To the extent that Joliet performs Future Maintenance and Repair or Emergency Action, Joliet shall, at Joliet's cost and expense, restore Easement TE-1 and Easement TE-2 to a condition comparable to the condition of each Easement Area prior to the commencement of any such activities (ordinary wear and tear excepted).

9. Indemnity. Joliet hereby agrees and shall cause its contractor to agree to protect, defend, indemnify, keep and save and hold the District, its respective commissioners, directors, officers, agents and employees harmless from and against all suits, claims, grievances, damages, costs, expenses, causes of action, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") arising from Joliet's performance of the Permitted Use, or Joliet's presence on the Easement Areas and its obligations and responsibilities under this Agreement and/or negligence, acts or omissions of Joliet, its respective officers, officials, employees, and contractor, except to the extent caused by the gross negligence or willful misconduct of the District, or its agents or employees. Joliet shall have no responsibility to the District, and the District hereby releases Joliet from liability for any damage to persons or property caused by existing environmental conditions, except to the extent that such existing environmental conditions is exacerbated by the performance of the Permitted Use or conduct by Joliet, its respective officers, officials, employees and/or contractor. Upon notice from the District of any claim, Joliet shall timely appear and defend all suits and claims and shall pay all costs and expense incidental thereto, but the District shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving Joliet of any of its obligations hereunder.

10. Coordination of Use of the Easement Areas. Joliet shall cooperate with the District concerning the coordination of uses of the Easement Areas.

11. Operational Duties. Joliet acknowledges that the District is not responsible for the operations of Joliet in the Easement Areas during periods of Permitted Use by Joliet. The District acknowledges that it will not expect Joliet to be responsible for the District's operations, activities, use, maintenance, repair, replacement and/or removal activities on the Easement Areas.

12. Insurance. Joliet shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements required by the District for a general access permit or in an access agreement entered into between Joliet and the District from time to time during periods of Permitted Use by Joliet. On an annual basis, the District will provide to Joliet a copy of a letter from the District executed by an authorized official indicating that the District is self-insured.

13. Dispute Resolution; Default; Remedies.

(a) If a Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party notice, by Certified Mail or Personal service and, if desired by the Parties, may also be given by electronic communications, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. Within seven (7) days thereafter, the Parties shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference

shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided in this Subsection. Provided that the Parties have met their obligations under this Subsection 13(a), the Parties shall be entitled to pursue such remedies as may be available in law and equity.

(b) A Party shall be in default hereunder in the event of a material breach by that Party of any term or condition of this Agreement where that Party has failed to cure such breach within one hundred and eighty (180) days after written notice of breach is given to that Party by the other Party setting forth the nature of such breach. Failure of a Party to give written notice of breach to the other Party shall not be deemed to be a waiver of the Party alleging a breach of its right to assert such breach at a later time. If the default is not capable of being cured within the one hundred and eighty (180) day period, then provided the Party receiving the notice of default has commenced to cure the default and is diligently proceeding to cure the default within the one hundred and eighty (180) day period, and thereafter diligently prosecutes such cure through to completion, then the one hundred and eighty (180) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the Party alleging the default may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default.

14. No Liens. Joliet shall not permit any lien to stand against the Easement Areas for any labor or material in connection with work of any character performed in the Easement Areas at the direction or sufferance of Joliet.

15. Compliance with Law. Joliet agrees that the Easement Areas shall be used in compliance with all applicable Laws.

16. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

17. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice under this Section 17.

If to the District: Chicago Park District
Department of Law
4830 S. Western Ave.
Chicago, Illinois 60609
Attn: General Counsel

If to Joliet: City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities

with a courtesy copy to:

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: City Manager

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this Section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

18. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of Joliet and the District and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties hereto and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

19. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

20. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Areas and shall be binding upon Joliet, its successors and assigns having any interest in the Easement Areas. The Parties agree that upon notice from Joliet that a regional water commission or similar body has been formed and will succeed Joliet with respect to the water supply from Chicago, this Agreement shall be assigned by Joliet after thirty (30) days' notice by Joliet to the District.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by

law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement and the accompanying Plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, including the law of public trust with respect to the use and occupation of the Easement Areas. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement, and any provisions of the Water Supply Agreement that may govern a provision of this Agreement, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by the Parties and dated a date subsequent to the date of this Agreement, provided further, that Joliet and the District may enter into an access agreement or the District may issue an access permit to Joliet for any of the Permitted Uses under this Agreement and become part of the entire agreement between the Parties. In the event of a conflict between an applicable provision of the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(h) Joliet shall record, at its expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree prepare a memorandum of easement agreement or amendment to easement agreement in a mutually agreeable form which will be recorded by Joliet.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Joliet and Chicago Park District have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CHICAGO PARK DISTRICT, a body politic and corporate and unit of local government

By: _____
General Superintendent

Approved as to legal form:

_____
General Counsel

CITY OF JOLIET, an Illinois municipal corporation and home rule unit of government

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the General Superintendent of the Chicago Park District ("District"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Superintendent she signed and delivered the said instrument pursuant to authority given her on behalf of the District, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2023.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Robert O'Dekirk and Christa M. Desiderio, personally known to me to be the Mayor and City Clerk, respectively, of the City of Joliet, Illinois ("Joliet"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk, he and she signed and delivered the said instrument pursuant to authority given him and her on behalf of Joliet, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2023.

_____
Notary Public

Exhibit 1 to Agreement for Construction Easements

Permanent Easement Area (legal description)

PE-1:
THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743507, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.

Exhibit 2 to Agreement for Construction Easements

Temporary Easement Areas (legal description and plat)

TE-1:
THAT PART OF BLOCK 37 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 37, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 350.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 185.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 185.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, 250.00 FEET TO THE POINT OF BEGINNING.

TE-2:
THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 521.56 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, 38.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 521.56 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, 38.00 FEET TO THE POINT OF BEGINNING.

TE-3:
THAT PART OF BLOCK 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 341.73 FEET; THENCE NORTH 44 DEGREES 26 MINUTES 25 SECONDS WEST, 12.64 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 22.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 351.01 FEET TO THE POINT OF BEGINNING.

Exhibit 3 to Easement Agreement

Depiction of Suction Well (site plan)

[EXHIBIT ON FILE—Contains confidential information,
including materials relating to water system security]

Exhibit 4 to Easement Agreement

Compensation to be Paid by Joliet to Chicago

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Joliet Contractor Use*	Duration of Joliet Contractor Use for Calculation of TE Compensation*
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	None	10/1/2025 to 3/31/28	2.5 years/30 months
	TE-2	19,819	Temporary	Chicago Park District	None	10/1/2025 to 3/31/28	2.5 years/30 months
	TE-3	4,759	Temporary	Chicago Park District	None	5/1/2024 to 12/31/2029	5.7 years/68 months

*Subject to change based on advancement of final design

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Duration of Joliet Contractor Use for Calculation of TE Compensation*	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	2.5 years/30 months	$5.86/SF, 10%/year, no DIV for Remainder	$67,750
	TE-2	19,819	Temporary	Chicago Park District	2.5 years/30 months	$5.86/SF, 10%/year, no DIV for Remainder	$29,000
	TE-3	4,759	Temporary	Chicago Park District	5.7 years/68 months	$5.86/SF, 10%/year, no DIV for Remainder	$15,867
						TOTAL	$112,617

*Subject to change based on advancement of final design

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 189-23

File ID: 189-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: Public Utilities **Final Action:**

Title: Ordinance Approving a Water Supply Agreement with the City of Chicago and Agreements for Easements and Rights of Access with the City of Chicago and the Chicago Park District for the Placement of the Chicago Connection Facilities at the Southwest Pumping Station and Durkin Park Sites and Payments and Other Actions for the Implementation of the Agreements

Agenda Date: 04/18/2023

Attachments: Joliet Ordinance Approving Final WSA and RE documents Draft 4-10-23v3.docx, Exhibit A Joliet Final Water Supply Agmt-for Municipal Approval as of 4-10-23 +IGA EX F (JOLIET Draft 4-6-23 CLEAN).pdf, Exhibit B SWPS Easement Agreement-Chicago-Joliet - for Municipal Approval 4-10-23 W PLAT (Joliet draft 4-3-23 + BT Comments 4-4-23).pdf, Exhibit C Durkin Park EASEMENT- For Municipal Approval 4-10-23v2 w plat (Joliet Draft 04-08-23).pdf, Exhibit D Durkin Construction Easement-CPD-Joliet-For Municipal Approval (Joliet draft 4-3-23) 4-10-23v2.pdf

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Allison Swisher	Approve	4/13/2023
1	2	4/11/2023	Kevin Sing	Approve	4/13/2023
1	3	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 190-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Ordinance Approving a Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street) (SN-1-23)

BACKGROUND:
The City of Joliet is requesting that the portion of South Chicago Street located at the south end of Eastern Avenue be renamed to Eastern Avenue to distinguish the street from Chicago Street / Route 52 to the west. Prior to the construction of Interstate 80 in the 1960s, this street section was part of Chicago Street, which ran straight north-south through the neighborhood. When Chicago Street was realigned to include the I-80 interchange, this street section was cut off from Chicago Street but was not renamed at that time. The street portion connects to South Eastern Avenue at its north end and terminates at the right-of-way for the I-80 on-ramp at its south end. It is approximately 230 linear feet in length.

The name change will create consistent street naming in the area and therefore aid navigation of the area for emergency responders, deliveries, and all other traffic. The City has notified by mail the property owners adjacent to this street section whose addresses will be affected by the name change.

PLAN COMMISSION:
The Plan Commission reviewed this matter on February 16, 2023. No one appeared or submitted comments in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Bob Wunderlich moved that the Plan Commission recommend approval of the Street Name Change for a portion of South Chicago Street to Eastern Avenue, adjacent to 518, 526, 528, and 536 S. Chicago Street. John Kella seconded the motion, which passed with eight (8) aye votes. Voting aye were: Dillon, Kella, Cox, Crompton, Perez, Rousonelos, Wunderlich, and Heath.

RECOMMENDATION:
The Administration concurs with the recommendation of the Plan Commission and recommends the Mayor and City Council adopt an Ordinance approving the Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street).

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ORDINANCE NO. _____

AN ORDINANCE APPROVING A STREET NAME CHANGE
(South Chicago Street (adjacent to 518, 526, 528 and 536) to Eastern Avenue)

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

SECTION 1: The street name of South Chicago Street (adjacent to 518, 526, 528 and 536 South Chicago Street) is hereby changed to Eastern Avenue.

SECTION 2: 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 3: This Ordinance shall be in effect upon its passage.

PASSED this _____day of _____, 2023.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

STREET NAME CHANGE FROM: South Chicago Street (adjacent to 518, 526, 528 and 536)
TO: Eastern Avenue
PIN #'s: adjacent to 30-07-15-308-009-0000, 30-07-15-308-010-0000, 30-07-15-308-016-0000, 30-07-15-308-017-0000, 30-07-15-308-036-0000
PLAN COMMISSION APPROVED: Yes
CED DOC. NO.: SN-1-23

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

DATE: February 6, 2023

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: SN-1-23: Street Name Change for a Portion of South Chicago Street to Eastern Avenue (adjacent to 518, 526, 528, and 536 S. Chicago Street)

GENERAL INFORMATION:

APPLICANT:	City of Joliet
STATUS OF APPLICANT:	Owner
REQUESTED ACTION:	Street name change
PURPOSE:	To distinguish the street from Chicago Street / Route 52 and eliminate confusion for emergency responders and general navigation of the area
EXISTING ZONING:	Adjacent zoning is R-2 (Single-Family Residential) on the east and B-3 (General Business) and I-2 (General Industrial) on the west
LOCATION:	South end of South Eastern Avenue (adjacent to 30-07-15-308-009, -010, -016, -017, and -036-0000)
R.O.W. SIZE:	Approximately 230 linear feet
EXISTING LAND USE:	Local street

SURROUNDING LAND USE & ZONING:

NORTH: Chicago Street / Route 52 ROW and undeveloped, B-3 (General Business)
SOUTH: Interstate 80 on-ramp (Chicago Street interchange)
EAST: Residential, R-2 (Single-Family Residential)
WEST: Chicago Street / Route 52 ROW and undeveloped, B-3 (General Business) and I-2 (General Industrial)

SITE HISTORY: The street portion subject to this request is located in the residential neighborhood north of I-80 and east of Chicago Street / Route 52. Prior to the construction of I-80 through this area in the 1960s, this street section was part of Chicago Street, which ran straight north-south through the neighborhood. When Chicago Street was realigned to include the interchange, this street section was cut off from Chicago Street but was not renamed at that time. This street section connects to South Eastern Avenue at its north end and terminates at the right-of-way for the I-80 on-ramp at its south end.

SPECIAL INFORMATION: The City of Joliet is requesting that the portion of South Chicago Street located at the south end of Eastern Avenue be renamed to Eastern Avenue to distinguish the street from Chicago Street / Route 52 to the west. This will eliminate confusion for local 911 offices and emergency responders, and also for deliveries and anyone navigating the area.

The City has notified the property owners adjacent to this street section whose addresses will be affected by the name change.

ANALYSIS: Approval of the requested street name change will create consistent street naming in this area and will aid navigation of the area for emergency responders, deliveries, and all other traffic.

CASE NO: SN-1-23
DATE FILED: 1/13/23

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION TO CHANGE A STREET NAME

PETITIONER'S NAME: City of Joliet
HOME ADDRESS: 150 W Jefferson St.
CITY, STATE, ZIP: Joliet IL 60432
HOME PHONE:
CELL #: **E-MAIL:**
BUSINESS ADDRESS:
CITY, STATE, ZIP:
BUSINESS PHONE:

LEGAL DESCRIPTION OF PROPERTY (location of street):
south end of Eastern Avenue
COMMON ADDRESS: adjacent to 30-07-15-308-009, -010, -016, -017, and -036-0000
LOT SIZE: WIDTH: DEPTH AREA
PRESENT STREET NAME: Chicago Street
PROPOSED STREET NAME: Eastern Avenue
USES OF SURROUNDING PROPERTIES: North:
South: I-80 / Chicago St interchange
East: residential
West: Chicago St right-of-way

REASON FOR REQUEST: eliminate address confusion for 9-1-1 emergencies and general navigation purposes

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, JAMES J. TOREK, depose and say that the foregoing statements are true and correct to the best of my knowledge and belief. I further state that I agree to be present in person or by representation when this petition is heard by the Plan Commission.

Petitioner's Signature

Subscribed and sworn to before me
this 13th day of January, 20 23

Notary Public

My Commission Expires: 9-21-2024

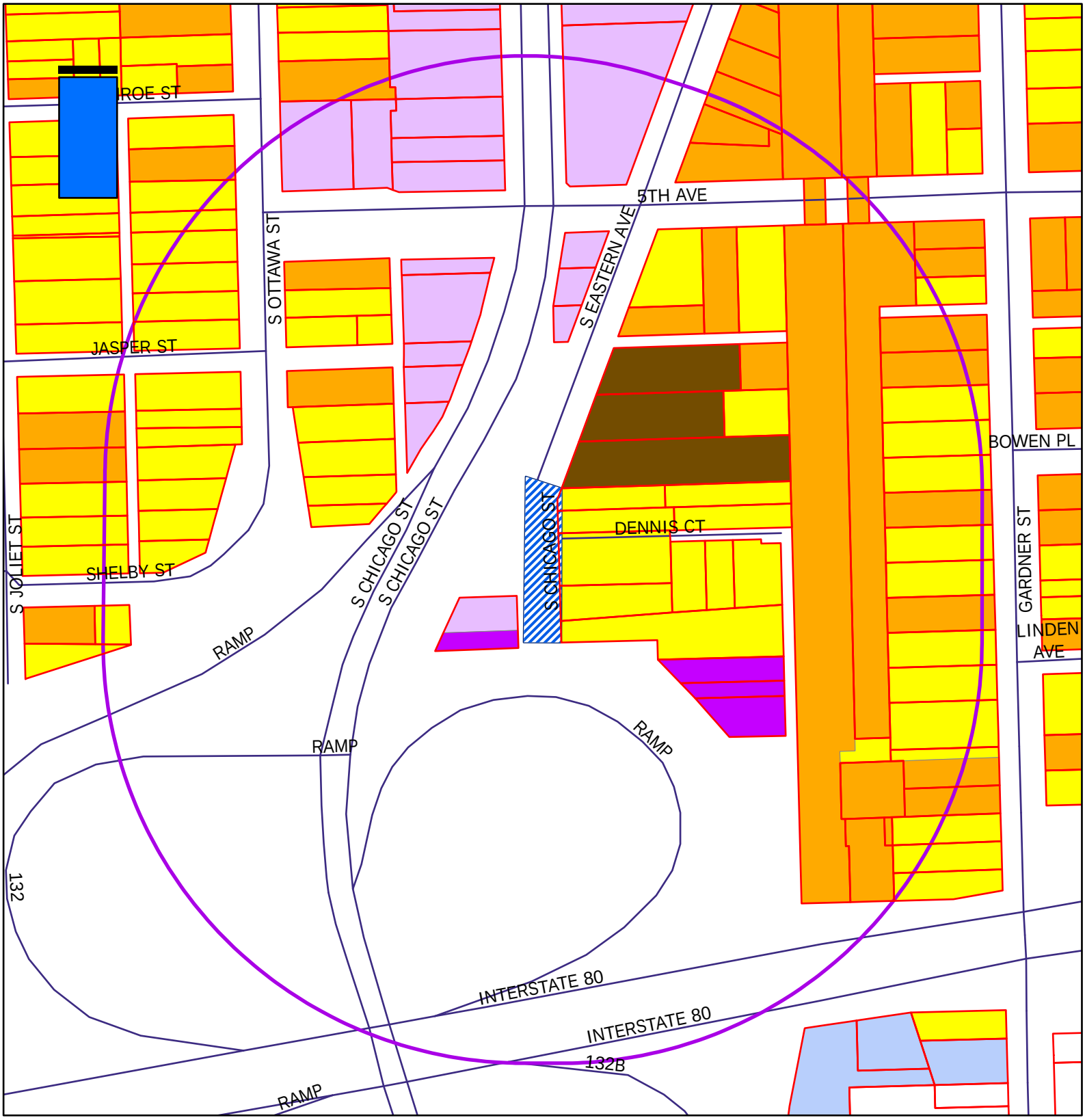
OFFICIAL SEAL
PAULINE G. AMES
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sep. 21, 2024

Figure 1: South Chicago Street, view south from South Eastern Avenue



Figure 2: South Eastern Avenue, view north from South Chicago Street





SN-1-23

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

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



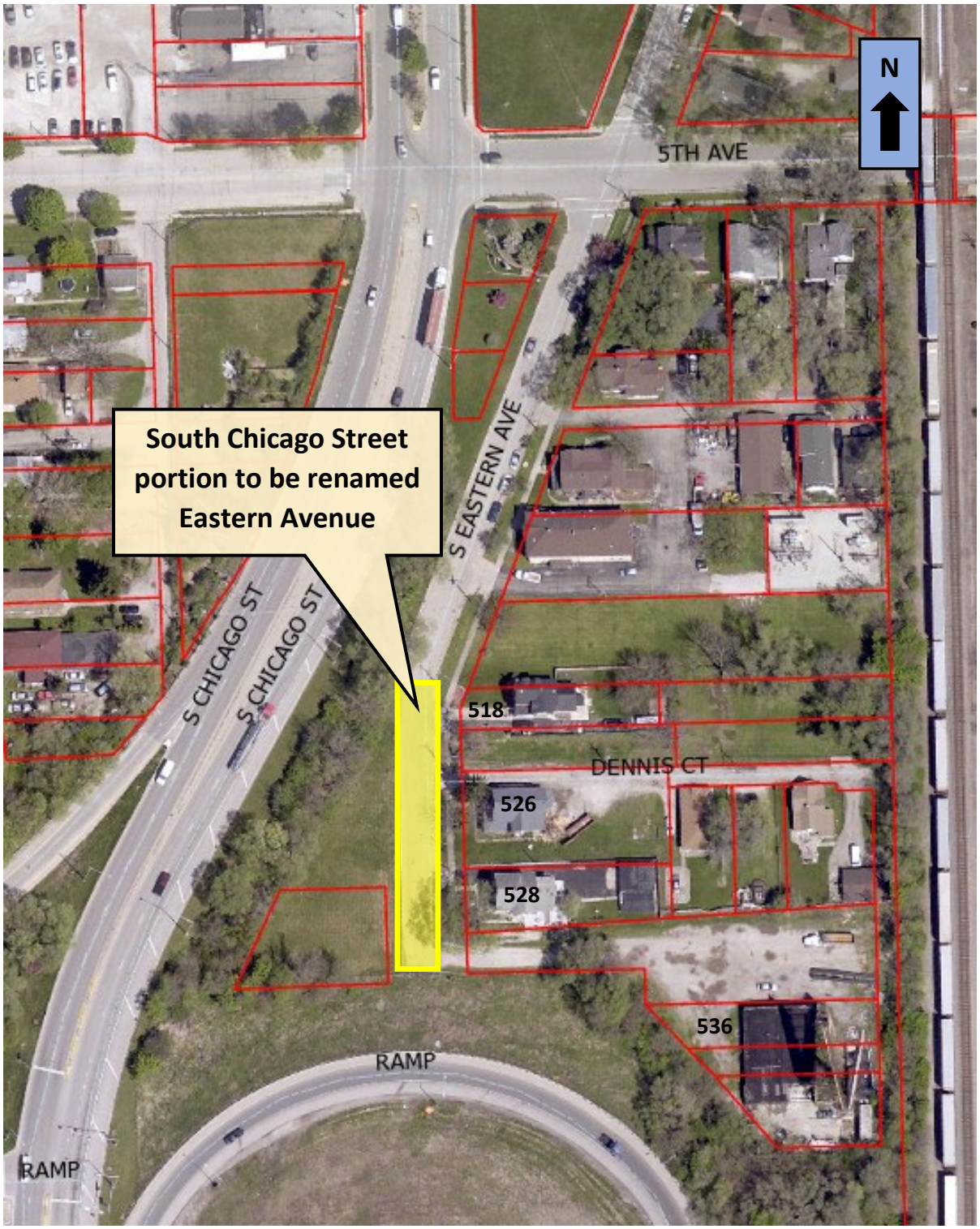
SN-1-23a

JOLIET PLANNING DIVISION
DIVISION DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

SN-1-23: Street Name Change for a Portion of South Chicago Street to Eastern Avenue



City of Joliet
Planning Division

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, February 16, 2023

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
John Dillon
Jason Heath
John Kella
Roberto Perez
Brigette Roehr
Marc Rousonelos
Bob Wunderlich

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

CALL TO ORDER

ROLL CALL

Present John Dillon, John Kella, Jason Cox, Jeff Crompton, Roberto Perez, Marc Rousonelos, Bob Wunderlich and Jason Heath

Absent Brigette Roehr

APPROVAL OF MINUTES

TMP-5254

Attachments: 011923

A motion was made by John Kella, seconded by Jason Cox, to approve the Plan Commission Minutes from the January 19, 2023 meeting. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Perez, Rousonelos, Wunderlich and Heath

Absent: Roehr

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

None.

OLD BUSINESS: PUBLIC HEARING

During the Public Hearing, members of the public will be allowed to present evidence and ask questions subject to the rules of the meeting.

PUD-2-23: PRELIMINARY PLANNED UNIT DEVELOPMENT OF STEPPING STONES.
PUD-3-23: FINAL PLANNED UNIT DEVELOPMENT OF STEPPING STONES.

TMP-5251

Attachments: PUD-2-23 & PUD-3-23_Stepping Stones (1620 Plainfield Road) Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Ken Carlson, Tracy, Johnson and Wilson, Mr. Paul Lauridsen, Executive Director with Stepping Stones, Mr. Mr. Bob Morris with Orbis Architects and Mr. Rod Tonelli, Ruettiger, Tonelli & Associates, appeared on behalf of the petitions.

Mr. Lauridsen gave further background information about the proposed project.

Commissioner Cox inquired if the petitioner had any communications directly with Crest Hill. Mr. Glen Conklin, City of Crest Hill Treasurer, responded that they did receive communication through their City Administrator of the intent of the Stepping Stones project.

Chairman Dillon had concerns about children being at the proposed development. Mr. Lauridsen responded.

Commissioner Wunderlich made a motion to table which failed due to lack of a second.

A motion was made by John Kella, seconded by Jason Heath, to recommend for approval by the City Council the Preliminary Planned Unit Development of Stepping Stones and the Final Planned Unit Development of Stepping Stones. The motion carried by the following vote:

Aye: Dillon, Kella, Perez, Rousonelos, Wunderlich and Heath

Nay: Cox and Crompton

Absent: Roehr

OLD BUSINESS

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.

NEW BUSINESS

V-1-23: VACATION OF A 10' WIDE LANDSCAPE EASEMENT AND 30' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED AT 3050 RING ROAD.

TMP-5241

Attachments: V-1-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Jason Wiesbrock, Spaceco Inc., appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by John Kella, seconded by Jason Heath, to recommend for approval by the City Council the Vacation of a 10’ Wide Landscape Easement and 30’ Wide Public Utility and Drainage Easement located at 3050 Ring Road. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Perez, Rousonelos, Wunderlich and Heath

Absent: Roehr

SN-1-23: STREET NAME CHANGE FOR A PORTION OF SOUTH CHICAGO STREET TO EASTERN AVENUE.

TMP-5236

Attachments: SN-1-23 Staff Report Packet

Mr. Torri gave the Planning Staff Report.

Mr. Torri appeared on behalf of the petition.

No one appeared in opposition to the petition.

A motion was made by Bob Wunderlich, seconded by John Kella, to recommend for approval by the City Council the Street Name Change for a Portion of South Chicago Street to Eastern Avenue. The motion carried by the following vote:

Aye: Dillon, Kella, Cox, Crompton, Perez, Rousonelos, Wunderlich and Heath

Absent: Roehr

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

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

None.

ADJOURNMENT

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

Aye: Dillon, Kella, Cox, Crompton, Perez, Rousonelos, Wunderlich and Heath

Absent: Roehr

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: 132-23

File ID: 132-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/08/2023

Department: **Final Action:**

Title: Ordinance Approving a Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street) (SN-1-23)

Agenda Date: 03/21/2023

Attachments: Ordinance Street Name Change SN-1-23, SN-1-23 Plan Commission Staff Report Packet, SN-1-23 Map, Plan Commission Minutes 02_16_23

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/13/2023	Jim Torri	Approve	3/15/2023
1	2	3/13/2023	Eva-Marie Tropper	Approve	3/15/2023
1	3	3/13/2023	Sabrina Spano	Approve	3/15/2023
1	4	3/13/2023	James V. Capparelli	Approve	3/15/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 161-23

File ID: 161-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/23/2023

Department: **Final Action:**

Title: Ordinance Approving a Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street) (SN-1-23)

Agenda Date: 04/03/2023

Attachments: Ordinance Street Name Change SN-1-23, SN-1-23 Plan Commission Staff Report Packet, SN-1-23 Map, Plan Commission Minutes 02_16_23, Approver Report

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/28/2023	Jim Torri	Approve	3/30/2023
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1	3	3/28/2023	Sabrina Spano	Approve	3/30/2023
1	4	3/28/2023	James V. Capparelli	Approve	3/30/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 190-23

File ID: 190-23 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: **Final Action:**

Title: Ordinance Approving a Street Name Change for a Portion of South Chicago Street to Eastern Avenue (Adjacent to 518, 526, 528 and 536 S. Chicago Street) (SN-1-23)

Agenda Date: 04/18/2023

Attachments: Ordinance Street Name Change SN-1-23.doc, SN-1-23 Plan Commission Staff Report Packet, SN-1-23 Map, Plan Commission Minutes 02_16_23, Approver Report, Approver Report

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/10/2023	Jim Torri	Approve	4/12/2023
1	2	4/10/2023	Eva-Marie Tropper	Approve	4/12/2023
1	3	4/10/2023	Sabrina Spano	Approve	4/12/2023
1	4	4/10/2023	James V. Capparelli	Approve	4/12/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 192-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Resolution adopting CDBG-CV Agreement $42,000.00; Greater Joliet YMCA

BACKGROUND:
Under Resolution #7858 City of Joliet allocated $155,000.00 towards Greater Joliet YMCA. Resolution #7758 included both Program Year 2021 Community Development Block Funding and COVID-19 Community Development Block Funding.

The Greater Joliet YMCA has requested an amendment to the CDBG-CV Funding of $130,000.00 moving monies from PUBLIC SERVICES to COMMUNITY FACILITIES.
In effort to optimize Community Development Block Grant sub-recipient grant management, each Greater Joliet YMCA project shall have individual resolutions based on National Objective outlined by HUD.

CONCLUSION:
Greater Joliet YMCA will utilize funds for building renovations at 749 Houbolt Rd, Joliet IL 60431 to include:

- Installation of cabinetry and countertops in kitchen area
- Rough in and install sink & other appliances
- Electrical work

RECOMMENDATION:
Administration recommends that the Mayor and City Council adopt attached Resolution & CDBG-CV program agreement authorizing Greater Joliet YMCA $42,000.00 towards COMMUNITY FACILITY improvement.

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COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
GREATER JOLIET AREA YMCA
CDBG COVID FUNDS

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") made this _____ day of _____, 2023 by and between City of Joliet (the "**City**") and GREATER JOLIET AREA YMCA, NFP an Illinois not-for-profit, located and doing business at 749 HOUBOLT ROAD, JOLIET, IL, 60431(the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2020-2024 Consolidated Plan for the CDBG Program with Resolution #7557 and the 2022 Annual Action Plan with Resolution #7671 for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2021 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG-CV Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Project is defined as low-moderate income households as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his/her behalf.

h. "Subrecipient" is a public agency or nonprofit organization that administers a specific Project for the City.

i. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROJECT RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted.

III. TERM

The term of this Agreement shall commence UPON EXECUTION BY BOTH PARTIES as of the date executed and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until JULY 13, 2023.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Project") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Project in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Project will be administered under its direct

supervision and that all personnel engaged in the Project shall be fully qualified and authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall

take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment

because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all

such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT’s policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. “Section 3” Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT’s subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and

training opportunities arising in connection with this Project are provided to Section 3 workers within the metropolitan area in which the Project is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Project are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area in which the Project is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

   The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

The SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Project for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to end the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment, in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of FORTY TWO THOUSAND no/100 DOLLARS ($42,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Project is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Project and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and

- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Project in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and

For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and

conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**GREATER JOLIET AREA YMCA**
SUBRECIPIENT ID (DUNS):	**010286375**
Federal Award Identification Number(s):	**B-20-MC-17-0013 ($42,000.00)**
Federal Award Date:	**October 1, 2021**
Subaward Period of Performance:	**April 1, 2022 to July 13, 2023**
Federal Funds Obligated by this Agreement:	**$42,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$42,000.00**
Total Amount of the Federal Award:	**$42,000.00**
Federal award project description:	**Community Facility Improvement, more fully described at 24 CFR 570.208(a)(2)**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Gabriel Friend, Interim Director, Neighborhood Services 150 W. Jefferson Joliet IL 60432 815-724-4090**

CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body politic
of the State of Illinois

By: _____
Name:_____
Title:_____
Date:_____

GREATER JOLIET AREA YMCA
an Illinois not-for-profit corporation

By: _____
Name:_____
Title:_____
Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT proposes to make capital improvements to their facility located at 749 HOUBOLT ROAD, JOILET IL, 60431. The scope of work shall include the following. All work shall be performed in accordance with state and local building requirements.

- Installation of cabinetry and countertops in kitchen area
- Rough in and install sink & other appliances
- Electrical work

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 22, 2023

Kristi McNichol
Housing Finance Support Specialist
City of Joliet
150 W. Jefferson Street
Joliet, IL 60431

Dear Kristi,

The Y is proud to work side by side with the City of Joliet to steward federal CDBG Block Grant funding to ensure our community facilities remain safe and relevant and that we are able to expand public services to residents in our community.

On March 28, 2022, we entered into an agreement for the use of CDBG FY21 and CDBG-CV resources to support four programs and one facility project. Since that time, we have worked diligently to complete the agreed upon work and look forward to finalizing all project goals by July 31, 2023.

As part of our ongoing work together, in June of 2022, we reached out to begin discussions on reallocating the use of funds to better align with program needs. Please accept this as our formal request to amend Exhibit A – Authorized Scope of Work and reallocate funds among the agreed upon programs. The net impact of this reallocation request is $0.

Please see below for details on our requested amendment to reallocate funding within Program Services and shift $42,000 in funding from CDBG-CV Public Services to Community Facilities to cover the renovation of space utilized to provide Teen REACH program services:

- Project #1(CDBG FY21 Funds): Roof Replacement - $25,000 [No change requested]
- Project #2(CDBG-CV Funds): Program Services - $130,000 [Requested reallocation of funds from $130,000 in Program Services to $88,000 Program Services and $42,000 Community Facility Improvements. Please see details below]
    - **Teen REACH Program**:
        - **Original Request**: $40,000 Program and Services
        - **New Request**: $23,000 Program Services, $42,000 Community Project Facility Improvements for the new Youth Innovation Center at the Galowich YMCA.
    - **Teen Achievers Program**:
        - **Original Request**: $60,000 Program and Services
        - **New Request**: $35,000 Program and Services
    - **Equitable Communities Initiative**: $15,000 [No change requested]
    - **Safety Around Water Program**: $15,000 [No change requested]

We believe that by working together, side by side, we can strengthen the foundations of our community. Should you have any questions or need any further information regarding this request, please let me know. I can be reached at kleclair@jolietymca.org or (815) 782-0504. We appreciate your continued partnership.

Sincerely,

Katy Leclair

Katy Leclair
President & CEO
Greater Joliet Area YMCA

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 192-23

File ID: 192-23 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/27/2023

Department: Neighborhood Services **Final Action:**

Title: Resolution adopting CDBG-CV Agreement $42,000.00; Greater Joliet YMCA

Agenda Date: 04/18/2023

Attachments: YMCA Facility Agreement, COJ CDBG Request for Amendment (002)

Entered by: kmcnichol@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
2	2	4/12/2023	Sabrina Spano	Approve	4/14/2023
2	3	4/12/2023	James V. Capparelli	Approve	4/14/2023

Memo

File #: 193-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Resolution adopting CDBG-CV Agreement $88,000.00; Greater Joliet YMCA

BACKGROUND:
Under Resolution #7858 City of Joliet allocated $155,000.00 towards Greater Joliet YMCA. Resolution #7758 included both Program Year 2021 Community Development Block Funding and COVID-19 Community Development Block Funding.

The Greater Joliet YMCA has requested an amendment to the CDBG-CV Funding of $130,000.00 moving monies from PUBLIC SERVICES to COMMUNITY FACILITIES.

In effort to optimize Community Development Block Grant sub-recipient grant management, each Greater Joliet YMCA project shall have individual resolutions based on National Objective outlined by HUD.

CONCLUSION:
Greater Joliet YMCA will utilize funds for PUBLIC SERVICES at 749 Houbolt Rd, Joliet IL, 60431 by providing the following programs:

- TEEN Achievers Program
- Equitable Communities Initiative
- Safety Around Water Program

RECOMMENDATION:
Administration recommends that the Mayor and City Council adopt resolution & CDBG-CV program agreement attached authorizing $88,000.00 to the Greater Joliet YMCA for PUBLIC SERVICES.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
GREATER JOLIET AREA YMCA
CDBG COVID FUNDS

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") made this _____ day of _____, 2023 by and between City of Joliet (the "**City**") and GREATER JOLIET AREA YMCA, NFP an Illinois not-for-profit, located and doing business at 749 HOUBOLT ROAD, JOLIET, IL, 60431(the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2020-2024 Consolidated Plan for the CDBG Program with Resolution #7557 and the 2022 Annual Action Plan with Resolution #7671 for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2021 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG-CV Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Project is defined as low-moderate income households as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his/her behalf.

h. "Subrecipient" is a public agency or nonprofit organization that administers a specific Project for the City.

i. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROJECT RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted.

III. TERM

The term of this Agreement shall commence UPON EXECUTION BY BOTH PARTIES as of the date executed and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until JULY 13, 2023.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Project") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Project in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Project will be administered under its direct

supervision and that all personnel engaged in the Project shall be fully qualified and authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall

take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment

because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all

such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT’s policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. “Section 3” Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT’s subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and

training opportunities arising in connection with this Project are provided to Section 3 workers within the metropolitan area in which the Project is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Project are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area in which the Project is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

   The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

The SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Project for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to end the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment, in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of EIGHTY EIGHT THOUSAND no/100 DOLLARS ($88,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Project is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Project and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and

- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Project in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and

For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and

conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**GREATER JOLIET AREA YMCA**
SUBRECIPIENT ID (DUNS):	**010286375**
Federal Award Identification Number(s):	**B-20-MC-17-0013 ($88,000.00)**
Federal Award Date:	**October 1, 2021**
Subaward Period of Performance:	**April 1, 2022 to July 13, 2023**
Federal Funds Obligated by this Agreement:	**$88,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$88,000.00**
Total Amount of the Federal Award:	**$88,000.00**
Federal award project description:	**Community Facility Improvement, more fully described at 24 CFR 570.208(a)(2)**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Gabriel Friend, Interim Director, Neighborhood Services 150 W. Jefferson Joliet IL 60432 815-724-4090**

CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body politic
of the State of Illinois

By: _____
Name:_____
Title:_____
Date:_____

GREATER JOLIET AREA YMCA
an Illinois not-for-profit corporation

By: _____
Name:_____
Title:_____
Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT proposes to provide public services at their facility located at 749 HOUBOLT ROAD, JOILET IL, 60431. The services of work shall include the following. All services shall be performed in accordance with state and local requirements.

- TEEN Achievers Program
- Equitable Communities Initiative
- Safety Around Water Program

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 22, 2023

Kristi McNichol
Housing Finance Support Specialist
City of Joliet
150 W. Jefferson Street
Joliet, IL 60431

Dear Kristi,

The Y is proud to work side by side with the City of Joliet to steward federal CDBG Block Grant funding to ensure our community facilities remain safe and relevant and that we are able to expand public services to residents in our community.

On March 28, 2022, we entered into an agreement for the use of CDBG FY21 and CDBG-CV resources to support four programs and one facility project. Since that time, we have worked diligently to complete the agreed upon work and look forward to finalizing all project goals by July 31, 2023.

As part of our ongoing work together, in June of 2022, we reached out to begin discussions on reallocating the use of funds to better align with program needs. Please accept this as our formal request to amend Exhibit A – Authorized Scope of Work and reallocate funds among the agreed upon programs. The net impact of this reallocation request is $0.

Please see below for details on our requested amendment to reallocate funding within Program Services and shift $42,000 in funding from CDBG-CV Public Services to Community Facilities to cover the renovation of space utilized to provide Teen REACH program services:

- Project #1(CDBG FY21 Funds): Roof Replacement - $25,000 [No change requested]
- Project #2(CDBG-CV Funds): Program Services - $130,000 [Requested reallocation of funds from $130,000 in Program Services to $88,000 Program Services and $42,000 Community Facility Improvements. Please see details below]
    - **Teen REACH Program**:
        - **Original Request**: $40,000 Program and Services
        - **New Request**: $23,000 Program Services, $42,000 Community Project Facility Improvements for the new Youth Innovation Center at the Galowich YMCA.
    - **Teen Achievers Program**:
        - **Original Request**: $60,000 Program and Services
        - **New Request**: $35,000 Program and Services
    - **Equitable Communities Initiative**: $15,000 [No change requested]
    - **Safety Around Water Program**: $15,000 [No change requested]

We believe that by working together, side by side, we can strengthen the foundations of our community. Should you have any questions or need any further information regarding this request, please let me know. I can be reached at kleclair@jolietymca.org or (815) 782-0504. We appreciate your continued partnership.

Sincerely,

Katy Leclair

Katy Leclair
President & CEO
Greater Joliet Area YMCA

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 193-23

File ID: 193-23 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/29/2023

Department: Neighborhood Services **Final Action:**

Title: Resolution adopting CDBG-CV Agreement $88,000.00; Greater Joliet YMCA

Agenda Date: 04/18/2023

Attachments: YMCA Public Services, COJ CDBG Request for Amendment (002)

Entered by: kmcnichol@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
2	2	4/12/2023	Sabrina Spano	Approve	4/14/2023
2	3	4/12/2023	James V. Capparelli	Approve	4/14/2023

Memo

File #: 194-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Resolution adopting Program Year 2021 Agreement $25,000.00; Greater Joliet YMCA

BACKGROUND:
Under Resolution #7858 City of Joliet allocated $155,000.00 towards Greater Joliet YMCA. Resolution #7758 included both Program Year 2021 Community Development Block Funding and COVID-19 Community Development Block Funding.

The Greater Joliet YMCA has requested an amendment to the CDBG-CV Funding of $130,000.00.

In effort to optimize Community Development Block Grant sub-recipient grant management, each previously funded Greater Joliet YMCA project shall have individual resolutions based on National Objectives as outlined by HUD.

CONCLUSION:
The second project listed in Resolution #7858 is a roof replacement that will use up to $25,000.00 for a portion of the Galowich Family YMCA Building located at 749 Houbolt Rd, Joliet IL, 60413. This project entails replacing the roof over the multipurpose room, which creates 800 square feet that can be used for children, adult, and senior classes. More than 80% of children are enrolled in YMCA programing are considered low-to-moderate income residents of Joliet.

RECOMMENDATION:
Administration recommends that the mayor and City Council adopt attached resolution & Community Development Block Grant agreement with Greater Joliet YMCA up to $25,000.00 for roof replacement.

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COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
GREATER JOLIET AREA YMCA
CDBG FUNDS

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") made this _____ day of _____, 2023 by and between City of Joliet (the "**City**") and GREATER JOLIET AREA YMCA, NFP an Illinois not-for-profit, located and doing business at 749 HOUBOLT ROAD, JOLIET, IL, 60431(the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2020-2024 Consolidated Plan for the CDBG Program with Resolution #7557 and the 2022 Annual Action Plan with Resolution #7671 for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2021 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG-CV Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Project is defined as low-moderate income households as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his/her behalf.

h. "Subrecipient" is a public agency or nonprofit organization that administers a specific Project for the City.

i. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROJECT RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted.

III. TERM

The term of this Agreement shall commence UPON EXECUTION BY BOTH PARTIES as of the date executed and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until JULY 13, 2023.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Project") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Project in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Project will be administered under its direct

supervision and that all personnel engaged in the Project shall be fully qualified and authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall

take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment

because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all

such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT’s policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. “Section 3” Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT’s subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and

training opportunities arising in connection with this Project are provided to Section 3 workers within the metropolitan area in which the Project is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Project are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area in which the Project is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

   The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

The SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Project for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to end the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment, in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of TWENTY FIVE THOUSAND no/100 DOLLARS ($25,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Project is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Project and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and

- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Project in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and

For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and

conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**GREATER JOLIET AREA YMCA**
SUBRECIPIENT ID (DUNS):	**010286375**
Federal Award Identification Number(s):	**B-20-MC-17-0013 ($25,000.00)**
Federal Award Date:	**October 1, 2021**
Subaward Period of Performance:	**April 1, 2022 to July 13, 2023**
Federal Funds Obligated by this Agreement:	**$25,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$25,000.00**
Total Amount of the Federal Award:	**$25,000.00**
Federal award project description:	**Community Facility Improvement, more fully described at 24 CFR 570.208(a)(2)**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Gabriel Friend, Interim Director, Neighborhood Services 150 W. Jefferson Joliet IL 60432 815-724-4090**

CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body politic
of the State of Illinois

By: _____
Name:_____
Title:_____
Date:_____

GREATER JOLIET AREA YMCA
an Illinois not-for-profit corporation

By: _____
Name:_____
Title:_____
Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT proposes to make capital improvements to their facility located at 749 HOUBOLT ROAD, JOILET IL, 60431. The scope of work shall include the following. All work shall be performed in accordance with state and local building requirements.

- Replacing the roof over the multipurpose room

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 194-23

File ID: 194-23 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/29/2023

Department: Neighborhood Services **Final Action:**

Title: Resolution adopting Program Year 2021 Agreement $25,000.00; Greater Joliet YMCA

Agenda Date: 04/18/2023

Attachments: YMCA Roof

Entered by: kmcnichol@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	4/12/2023	Eva-Marie Tropper	Approve	4/13/2023
2	2	4/12/2023	Sabrina Spano	Approve	4/14/2023
2	3	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 195-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Resolution Authorizing the Acquisition of Right-of-Way for the Olympic Boulevard Improvement Project Parcels 0008,0009, 0010, 0015, 0019, 0022, and 0023

BACKGROUND:
As part of the Rock Run Crossings Development, located at the northeast corner of the I-80 and I-55 interchange, the City agreed to complete various infrastructure improvement projects in support of the project. Improvements to Olympic Boulevard from Crossroads Drive to Houbolt Road is one of these projects. The project is scheduled for a Fall 2023 project letting with the majority of the construction to be completed in 2024. In order to complete the improvements, the City of Joliet will need to acquire property from a total of 19 parcels. The City of Joliet has retained Patrick Engineering, Inc. for the Phase II Engineering for this project. Patrick Engineering, Inc. has retained Santacruz Associates to negotiate with the property owners and to complete the acquisition documents.

A settlement has been reached between the City of Joliet and the property owners of Parcel No.'s 0008, 0015 PE(A+B) & TE(A+B+C+D), 0019 & TE, 0022 TE & PE, and 0023 & TE. The summary of these parcels are as follows:

PARCEL	PIN	ADDRESS	OWNER	PURCHASE PRICE
0008	05-06-22-401-006-0000	1695 Crossroads Drive	Granite 1695 Crossroads LLC	$ 30,100.00
0009 & TE (A+B) & PE	05-06-22-402-008-0000	4100 Olympic Boulevard	New Bremen Investments	$142,800.00
0010TE & PE	05-06-22-402-009-0000	Vacant Olympic Parcel	Lock One Investments	$ 19,000.00
0015PE (A+B) & TE (A+B+C+D)	05-06-23-300-006-0000	Parking Lot Houbolt Road	Joliet Junior College 525	$ 69,300.00
0019 & TE	05-06-23-402-023-0000	1300-1314 Houbolt Road	Southfield Office Center Condo Ass.	$ 4,800.00
0022TE & PE	05-06-22-201-005-0000 05-06-22-201-006-0000	1215 Houbolt Road	Joliet Junior College 525	$ 64,200.00
0023 & TE	05-06-23-402-004-0000	1421 Riverboat Center Drive	Archland Property II LP	$ 3,220.00

Parcel No. 0008 is the acquisition of ROW. Parcels No. 0009 and 0023 include the acquisition of ROW and a Temporary Easement. Parcel No. 0009 includes the acquisition of ROW, a Temporary Easement, and a Permanent Easement. Parcels No. 0010, 0015, and 0022 include the acquisition of both Temporary and Permanent Easements. The Public Service Committee reviewed this memo at the April 3, 2023 meeting and recommended for approval by full Council.

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CONCLUSION:
The Administration recommends the Mayor and City Council adopt the attached Resolution authorizing the acquisition of the rights-of-way and easements for the indicated purchase price.

Sufficient funds exist utilizing the TIF #7 Rock Run Fund / Infrastructure (Org 25520240; Object: 557200; $333,420.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the attached resolution.

RESOLUTION NO._____

A RESOLUTION ACCEPTING DEDICATION OF RIGHT OF WAY

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, as follows:

SECTION 1: The Dedication of Right of Way granted by Granite 1695 Crossroads LLC, attached to and incorporated herein as Exhibit "A" is hereby accepted. Santacruz Associates is hereby directed to record the Dedication of Temporary Construction Easement with the Will County Recorder. The City Manager is hereby authorized to take such action as may be required by the terms of said grants of easement. In addition, the City Manager is authorized to compensate the Grantor in the total amount of $30,100.00.

PARCEL:	0008
COMMONLY KNOWN AS:	1695 Crossroads Drive
GRANTOR:	Granite 1695 Crossroads LLC
PIN:	05-06-22-401-006-0000

SECTION 2: The Dedication of Right of Way, the Temporary Construction Easement, and the Permanent Easement granted by New Bremen Investments attached hereto and incorporated herein as Exhibit "B" is hereby accepted. Santacruz Associates is hereby directed to record the Dedication of Temporary Construction Easement with the Will County Recorder. The City Manager is hereby authorized to take such action as may be required by the terms of said grants of easement. In addition, the City Manager is authorized to compensate the Grantor in the total amount of $142,800.00.

PARCEL:	009 & TE (A+B) & PE
COMMONLY KNOWN AS:	4100 Olympic Boulevard
GRANTOR:	New Bremen Investments
PIN:	05-06-22-402-008-0000

SECTION 3: The Temporary Construction Easement the Permanent Easement granted by Lock One Investments, attached hereto and incorporated herein as Exhibit "C" is hereby accepted. Santacruz Associates is hereby directed to record the Dedication of Temporary Construction Easement with the Will County Recorder. The City Manager is hereby authorized to take such action as may be required by the terms of said grants of easement. In addition, the City Manager is authorized to compensate the Grantor in the total amount of $19,000.,00.

PARCEL:	0010TE & PE
COMMONLY KNOWN AS:	Vacant Olympic Parcel
GRANTOR:	Lock One Investments
PIN:	05-06-22-402-009-0000

SECTION 4: The Temporary Construction Easement, and the Permanent Easement granted by Joliet Junior College 525, attached hereto and incorporated herein as Exhibit "D" is hereby accepted. Santacruz Associates is hereby directed to record the Dedication of Temporary Construction Easement with the Will County Recorder. The City Manager is hereby authorized to take such action as may be required by the terms of said grants of easement. In addition, the City Manager is authorized to compensate the Grantor in the total amount of $69,300.00.

PARCEL: 0015PE (A+B) & TE (A+B+C+D)
COMMONLY KNOWN AS: Parking Lot Houbolt Road
GRANTOR: Joliet Junior College 525
PIN: 05-06-23-300-006-0000

SECTION 5: The Dedication of Right of Way and the Temporary Construction Easement, granted by Southfield Office Center Condominium Association, attached hereto and incorporated herein as Exhibit "E" is hereby accepted. Santacruz Associates is hereby directed to record the Dedication of Temporary Construction Easement with the Will County Recorder. The City Manager is hereby authorized to take such action as may be required by the terms of said grants of easement. In addition, the City Manager is authorized to compensate the Grantor in the total amount of $4,800.00.

PARCEL: 0019 & TE
COMMONLY KNOWN AS: 1300-1314 Houbolt Road
GRANTOR: Southfield Office Center Condominium Association
PIN: 05-06-23-402-023-0000

SECTION 6: The Temporary Construction Easement, and the Permanent Easement granted by granted by Joliet Junior College 525, attached hereto and incorporated herein as Exhibit "F" is hereby accepted. Santacruz Associates is hereby directed to record the Dedication of Temporary Construction Easement with the Will County Recorder. The City Manager is hereby authorized to take such action as may be required by the terms of said grants of easement. In addition, the City Manager is authorized to compensate the Grantor in the total amount of $64,200.00.

PARCEL: 0022TE & PE
COMMONLY KNOWN AS: 1215 Houbolt Road
GRANTOR: Joliet Junior College 525
PIN: 05-06-22-201-005-0000
05-06-22-201-005-0000

SECTION 7: The Dedication of Right of Way and Temporary Construction Easement granted by Archland Property II LP, attached hereto and incorporated herein as Exhibit "G" is hereby accepted. Santacruz Associates is hereby directed to record the Dedication of Temporary Construction Easement with the Will County Recorder. The City Manager is hereby authorized to take such action as may be required by the terms of said grants of easement. In addition, the City Manager is authorized to compensate the Grantor in the total amount of $3,220.00.

PARCEL: 0023 & TE
COMMONLY KNOWN AS: 1421 Riverboat Center Drive
GRANTOR: Archland Property II LP
PIN: 05-06-23-402-004-0000

SECTION 8: This Ordinance shall take effect upon its passage.

PASSED this _____ day of _____, 2023.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

Exhibit A
Page 1/1

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0008
Station 401+84.98 To Station 403+05.24
Index No.: 05-06-22-401-006

Parcel 0008

That part of Lot 62 in Rock Run Business Park Unit 5-A, being a subdivision of Lot 57 in Rock Run Business Park Unit 5, being a subdivision of part of the Southeast Quarter of Section 22, the Southwest Quarter of Section 23, the Northwest Quarter of Section 26 and the Northeast Quarter of Section 27, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 24, 1999 as Document No. R1999-118691, and by Certificate of Correction recorded November 9, 1999, as Document No. R99-137674, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Beginning at the northeast corner of said lot; thence South 00 degrees 42 minutes 33 seconds East, on the east line of said lot, 120.24 feet; thence South 89 degrees 17 minutes 27 seconds West, perpendicular to the last described line, 20.00 feet to the west line of the East 20.00 feet of said lot; thence North 00 degrees 42 minutes 33 seconds West, on said west line, 118.30 feet to the northerly line of said lot; thence North 83 degrees 44 minutes 33 seconds East, on said northerly line, 20.09 feet to the Point of Beginning.

Said parcel containing 0.055 acre, more or less.

Exhibit B
Page 1/4

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0009
Station 332+14.76 To Station 334+30.00
Index No.: 05-06-22-402-008

Parcel 0009

Lot 96 in Rock Run Business Park Unit 4-E, being a resubdivision of Lot 93 in Rock Run Business Park Unit 4-D, being a subdivision in the Southeast Quarter of Section 22 and part of the Southwest Quarter of Section 23, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 2006, as Document No. R2006-140654, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Commencing at the southwest corner of said lot; thence North 00 degrees 42 minutes 33 seconds West, on the west line of said lot, 195.71 feet to the Point of Beginning; thence continuing North 00 degrees 42 minutes 33 seconds West, on said west line, 271.02 feet to a point of curvature in said west line; thence Northeasterly, on a northwesterly line of said lot, being a 24.00 foot radius curve, concave Southeasterly, 37.70 feet, the chord of said curve bears North 44 degrees 17 minutes 27 seconds East, 33.94 feet to a point of tangency in the north line of said lot; thence North 89 degrees 17 minutes 27 seconds East, on said north line, 191.25 feet; thence South 00 degrees 42 minutes 33 seconds East, perpendicular to said north line, 24.00 feet to the south line of the North 24.00 feet of said lot; thence South 89 degrees 17 minutes 27 seconds West, on said south line, 162.95 feet; thence South 58 degrees 26 minutes 47 seconds West, 37.62 feet to the east line of the West 20.00 feet of said lot; thence South 00 degrees 42 minutes 33 seconds East, on said east line, 251.74 feet; thence South 89 degrees 17 minutes 27 seconds West, perpendicular to the last described line, 20.00 feet to the Point of Beginning.

Said parcel containing 0.247 acre, more or less.

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0009PE
Station 334+30.00 To Station 338+50.41
Index No.: 05-06-22-402-008

Parcel 0009PE

Lot 96 in Rock Run Business Park Unit 4-E, being a resubdivision of Lot 93 in Rock Run Business Park Unit 4-D, being a subdivision in the Southeast Quarter of Section 22 and part of the Southwest Quarter of Section 23, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 2006, as Document No. R2006-140654, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Beginning at the northeast corner of said lot; thence South 00 degrees 42 minutes 35 seconds East, on the east line of said lot, 13.00 feet to the South line of the North 13.00 feet of said lot; thence South 89 degrees 17 minutes 27 seconds West, 420.41 feet; thence North 00 degrees 42 minutes 33 seconds West, 13.00 feet to the north line of said lot; thence North 89 degrees 17 minutes 27 seconds East, on said north line, 420.41 feet to the Point of Beginning.

Said parcel containing 0.125 acre, more or less.

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0009TE-A
Station 332+14.82 To Station 333+85.01
Index No.: 05-06-22-402-008

Parcel 0009TE-A

Lot 96 in Rock Run Business Park Unit 4-E, being a resubdivision of Lot 93 in Rock Run Business Park Unit 4-D, being a subdivision in the Southeast Quarter of Section 22 and part of the Southwest Quarter of Section 23, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 2006, as Document No. R2006-140654, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Commencing at the southwest corner of said lot; thence North 00 degrees 42 minutes 33 seconds West, on the west line of said lot, 58.75 feet to the Point of Beginning; thence continuing North 00 degrees 42 minutes 33 seconds West, on said west line, 136.96 feet; thence North 89 degrees 17 minutes 27 seconds East, perpendicular to said west line, 20.00 feet to the east line of the West 20.00 feet of said lot; thence North 00 degrees 42 minutes 33 seconds West, on said east line, 251.74 feet; thence North 58 degrees 26 minutes 47 seconds East, 37.62 feet to the south line of the North 24.00 feet of said lot; thence North 89 degrees 17 minutes 27 seconds East, on said south line, 117.95 feet; thence South 00 degrees 42 minutes 33 seconds East, 41.00 feet; thence South 89 degrees 17 minutes 27 seconds West, 90.24 feet; thence South 00 degrees 42 minutes 33 seconds East, 366.98 feet; thence South 89 degrees 17 minutes 27 seconds West, 80.00 feet to the Point of Beginning.

Said parcel containing 0.703 acre, more or less.

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0009TE-B
Station 337+50.00 To Station 338+50.41
Index No.: 05-06-22-402-008

Parcel 0009TE-B

Lot 96 in Rock Run Business Park Unit 4-E, being a resubdivision of Lot 93 in Rock Run Business Park Unit 4-D, being a subdivision in the Southeast Quarter of Section 22 and part of the Southwest Quarter of Section 23, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 2006, as Document No. R2006-140654, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Commencing at the northeast corner of said lot; thence South 00 degrees 42 minutes 35 seconds East, on the east line of said lot, 13.00 feet to the South line of the North 13.00 feet of said lot, and to the Point of Beginning; thence South 00 degrees 42 minutes 35 seconds East, on said east line, 10.00 feet; thence South 89 degrees 17 minutes 27 seconds West, 100.41 feet; thence North 00 degrees 42 minutes 33 seconds West, 10.00 feet to the south line of the North 13.00 feet of said lot; thence North 89 degrees 17 minutes 27 seconds East, on said south line, 100.41 feet to the Point of Beginning.

Said parcel containing 0.023 acre, more or less.

Exhibit C
Page 1/2

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0010PE
Station 338+50.41 To Station 344+23.48
Index No.: 05-06-22-402-009

Parcel 0010PE

Lot 97 in Rock Run Business Park Unit 4-E, being a resubdivision of Lot 93 in Rock Run Business Park Unit 4-D, being a subdivision in the Southeast Quarter of Section 22 and part of the Southwest Quarter of Section 23, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 2006, as Document No. R2006-140654, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Beginning at the northwest corner of said lot; thence North 89 degrees 17 minutes 27 seconds East, on the north line of said lot, 573.07 feet to the northeast corner of said lot; thence South 00 degrees 42 minutes 33 seconds East, on the east line of said lot, 13.00 feet to the South line of the North 13.00 feet of said lot; thence South 89 degrees 17 minutes 27 seconds West, on said south line, 573.07 feet to the west line of said lot; thence North 00 degrees 42 minutes 35 seconds West, on said west line, 13.00 feet to the Point of Beginning.

Said parcel containing 0.171 acre, more or less.

Exhibit C
Page 2/2

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0010TE
Station 338+50.41 To Station 338+60.00
Index No.: 05-06-22-402-009

Parcel 0010TE

Lot 97 in Rock Run Business Park Unit 4-E, being a resubdivision of Lot 93 in Rock Run Business Park Unit 4-D, being a subdivision in the Southeast Quarter of Section 22 and part of the Southwest Quarter of Section 23, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 21, 2006, as Document No. R2006-140654, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Commencing at the northwest corner of said lot; thence South 00 degrees 42 minutes 35 seconds East, on the west line of said lot, 13.00 feet to the south line of the North 13.00 feet of said lot, and to the Point of Beginning; thence North 89 degrees 17 minutes 27 seconds East, on said south line, 9.59 feet; thence South 00 degrees 42 minutes 35 seconds East, parallel with said west line, 10.00 feet; thence South 89 degrees 17 minutes 27 seconds West, 9.59 feet to the west line of said lot; thence North 00 degrees 42 minutes 35 seconds West, on said west line, 10.00 feet to the Point of Beginning.

Said parcel containing 0.002 acre (96 square feet), more or less.

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0015PE-A
Station: Houbolt Sta. 125+25.25 To Sta. 128+24.89
Olympic Sta. 367+38.98 To Sta. 373+50.19
Index No.: 05-06-23-300-006

Parcel 0015PE-A

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO. 2 PER DOCUMENT NUMBER R2014-078208, ALSO BEING A POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE SAID NORTH ½ OF THE SOUTHWEST ¼ WITH THE WEST RIGHT OF WAY LINE OF HOUBOLT ROAD AS SHOWN IN SAID ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO.2; THENCE NORTH 01 DEGREE 46 MINUTES 00 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF HOUBOLT ROAD, BEING PARCEL 0025A IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, 275.68 FEET TO A POINT ON A CURVE ON THE SOUTHERLY LINE OF AN EXISTING ROADWAY AND UTILITY EASEMENT GRANTED FOR DEDICATION OF OLYMPIC BOULEVARD, DESCRIBED ON EXIBIT “C” OF DOCUMENT NUMBER R90-56433; THENCE CONTINUING FOR THE NEXT 3 COURSES ALONG SAID SOUTHERLY EXISTING EASEMENT LINE,
(1)NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 25 MINUTES 53 SECONDS WEST 65.49 FEET, AN ARC LENGTH OF 67.03 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH 88 DEGREES 14 MINUTES 00 SECONDS WEST 490.00 FEET ALONG SAID TANGENT LINE TO A POINT OF CURVE HAVING A RADIUS OF 417.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 24 MINUTES 45 SECONDS WEST 55.59 FEET; (3) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 55.64 FEET TO A POINT OF CUSP ON A CURVE HAVING A RADIUS OF 415.92 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 50 MINUTES 21 SECONDS EAST 49.48 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 49.51 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 28 SECONDS EAST,

50.02 FEET; THENCE SOUTH 85 DEGREES 26 MINUTES 05 SECONDS EAST, 156.53 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 05 SECONDS EAST 191.23 FEET; THENCE SOUTH 82 DEGREES 41 MINUTES 23 SECONDS EAST, 80.91 FEET TO A POINT OF CURVE HAVING A RADIUS OF 72.42 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 08 MINUTES 55 SECONDS EAST 88.25 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, AN ARC LENGTH OF 94.90 FEET; THENCE SOUTH 07 DEGREES 36 MINUTES 28 SECONDS EAST, 46.19 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST, ALONG A LINE THAT IS 15.00 FEET WEST OF AND PARALLEL WITH SAID WESTERLY LINE OF HOUBOLT ROAD, 156.15 FEET TO SAID NORTH LINE OF THE SOUTH 25.00 FEET OF THE SAID NORTH ½ OF THE SOUTHWEST ¼; THENCE NORTH 89 DEGREES 16 MINUTES 44 SECONDS EAST, ALONG SAID NORTH LINE, 15.00 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.367 ACRES, MORE OR LESS)

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0015PE-B
Station: Houbolt Sta. 123+86.58 To Sta. 128+03.53
Olympic Sta. 361+85.39 To Sta. 373+51.22
Index No.: 05-06-23-300-006

Parcel 0015PE-B

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO. 2 PER DOCUMENT NUMBER R2014-078208, ALSO BEING A POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE SAID NORTH ½ OF THE SOUTHWEST ¼ WITH THE WEST RIGHT OF WAY LINE OF HOUBOLT ROAD AS SHOWN IN SAID ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO.2; THENCE NORTH 01 DEGREE 46 MINUTES 00 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF HOUBOLT ROAD, BEING PARCEL 0025A IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, 417.96 FEET TO A POINT OF INTERSECTION OF SAID WEST RIGHT OF LINE OF HOUBOLT ROAD WITH THE NORTHERLY LINE OF AN EXISTING ROADWAY AND UTILITY EASEMENT GRANTED FOR DEDICATION OF OLYMPIC BOULEVARD, DESCRIBED ON EXIBIT “C” OF DOCUMENT NUMBER R90-56433, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID WEST RIGHT OF WAY LINE OF HOUBOLT ROAD 20.35 FEET; THENCE SOUTH 55 DEGREES 39 MINUTES 57 SECONDS WEST, 43.63 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 27 SECONDS WEST, 116.46 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 05 SECONDS WEST, 404.22 FEET TO A CURVE HAVING A RADIUS OF 516.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 01 MINUTES 09 SECONDS WEST 367.71 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 375.95 FEET; THENCE NORTH 49 DEGREES 34 MINUTES 05 SECONDS WEST 96.00 FEET; THENCE SOUTH 40 DEGREES 25 MINUTES 55 SECONDS WEST, ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 100.00 FEET; THENCE SOUTH 49 DEGREES 34 MINUTES 05 SECONDS EAST, ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 95.68 FEET TO A POINT OF CURVE HAVING A RADIUS OF 516.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 30

DEGREES 22 MINUTES 22 SECONDS WEST 84.45 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 84.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 25 DEGREES 41 MINUTES 03 SECONDS WEST, 115.00 FEET, ALONG SAID TANGENT LINE, TO A POINT ON THE SAID NORTH LINE OF THE SOUTH 25.00 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼; THENCE NORTH 89 DEGREES 16 MINUTES 44 SECONDS EAST, ALONG SAID NORTH LINE, 24.36 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID EXISTING ROADWAY AND UTILITY EASEMENT GRANTED FOR DEDICATION OF OLYMPIC BOULEVARD; THENCE CONTINUING FOR THE REMAINING COURSES ALONG SAID NORTHERLY EXISTING EASEMENT LINE, NORTH 25 DEGREES 44 MINUTES 45 SECONDS EAST 104.17 FEET TO A CURVE HAVING A RADIUS OF 497.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 57 MINUTES 34 SECONDS EAST 516.41 FEET; THENCE NORTHEASTERLY ALONG SAID EXISTING CURVE TO THE RIGHT AN ARC LENGTH OF 543.06 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST, 464.00 FEET TO A CURVE HAVING A RADIUS OF 180.00 AND A CHORD BEARING AND DISTANCE OF NORTH 80 DEGREES 14 MINUTES 59 SECONDS EAST 50.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 50.16 FEET, TO A POINT ON A CURVE HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 10 MINUTES 53 SECONDS EAST 48.97 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 50.44 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.842 ACRES, MORE OR LESS)

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0015TE-A
Station: Houbolt Sta. 120+99.53 To Sta. 123+89.77
Index No.: 05-06-23-300-006

Parcel 0015TE-A

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO. 2 PER DOCUMENT NUMBER R2014-078208, ALSO BEING A POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE SAID NORTH ½ OF THE SOUTHWEST ¼ WITH THE WEST RIGHT OF WAY LINE OF HOUBOLT ROAD AS SHOWN IN SAID ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO.2; THENCE NORTH 01 DEGREE 46 MINUTES 00 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF HOUBOLT ROAD, BEING PARCEL 0025A IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, 438.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF HOUBOLT ROAD, NORTH 01 DEGREES 46 MINUTES 00 SECONDS WEST 287.05 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 00 SECONDS WEST, ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 5.00 FEET TO A LINE THAT IS 5.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT OF WAY LINE OF HOUBOLT ROAD; THENCE SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST, ALONG SAID PARALLEL LINE, 290.24 FEET; THENCE NORTH 55 DEGREES 39 MINUTES 57 SECONDS EAST 5.93 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.033 ACRES, MORE OR LESS)

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0015TE-B
Station: Houbolt Sta. 363+81.52 To Sta. 364+55.94
Index No.: 05-06-23-300-006

Parcel 0015TE-B

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST RIGHT OF WAY LINE OF HOUBOLT ROAD AS SHOWN IN SAID ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO.2, BEING PARCEL 0025A IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, THAT IS 438.31 FEET, AS MEASURED ALONG SAID WEST RIGHT OF LINE, NORTHERLY OF THE NORTHEAST CORNER OF ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO. 2 PER DOCUMENT NUMBER R2014-078208; THENCE SOUTH 55 DEGREES 39 MINUTES 57 SECONDS WEST, 43.63 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 27 SECONDS WEST, 116.46 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 05 SECONDS WEST 404.22 FEET
TO A CURVE HAVING A RADIUS OF 516.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 01 MINUTES 09 SECONDS WEST 367.71 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 375.95 FEET; THENCE NORTH 49 DEGREES 34 MINUTES 05 SECONDS WEST 96.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 49 DEGREES 34 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, 65.00 FEET; THENCE SOUTH 40 DEGREES 25 MINUTES 55 SECONDS WEST, ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 100.00 FEET; THENCE SOUTH 49 DEGREES 34 MINUTES 05 SECONDS EAST, ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 65.00 FEET; THENCE NORTH 40 DEGREES 25 MINUTES 55 SECONDS EAST 100.00 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.149 ACRES, MORE OR LESS)

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0015TE-C
Station: Houbolt Sta. 366+50.00 To Sta. 367+50.00
Index No.: 05-06-23-300-006

Parcel 0015TE-C

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO. 2 PER DOCUMENT NUMBER R2014-078208, ALSO BEING A POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE SAID NORTH ½ OF THE SOUTHWEST ¼ WITH THE WEST RIGHT OF WAY LINE OF HOUBOLT ROAD AS SHOWN IN SAID ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO.2; THENCE NORTH 01 DEGREE 46 MINUTES 00 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF HOUBOLT ROAD, BEING PARCEL 0025A IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, 275.68 FEET TO A POINT ON A CURVE ON THE SOUTHERLY LINE OF AN EXISTING ROADWAY AND UTILITY EASEMENT GRANTED FOR DEDICATION OF OLYMPIC BOULEVARD, DESCRIBED ON EXIBIT “C” OF DOCUMENT NUMBER R90-56433; THENCE CONTINUING FOR THE NEXT 3 COURSES ALONG SAID SOUTHERLY EXISTING EASEMENT LINE, (1)NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 25 MINUTES 53 SECONDS WEST 65.49 FEET, AN ARC LENGTH OF 67.03 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH 88 DEGREES 14 MINUTES 00 SECONDS WEST 490.00 FEET ALONG SAID TANGENT LINE TO A POINT OF CURVE HAVING A RADIUS OF 417.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 24 MINUTES 45 SECONDS WEST 55.59 FEET; (3) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 55.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST DESCRIBED 417.50 FOOT RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF SOUTH 75 DEGREES 01 MINUTE 04 SECONDS WEST 81.15 FEET, AN ARC LENGTH OF 81.28 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 29 SECONDS EAST 4.50 FEET TO A NON TANGENT CURVE HAVING A RADIUS OF 410.92 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 75 DEGREES 10 MINUTES 45 SECONDS EAST 78.35 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 78.47 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 410.92 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 00 MINUTES 23 SECONDS EAST 11.63 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 11.63 FEET; THENCE NORTH 05 DEGREES 10 MINUTES 58 SECONDS WEST 5.00 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 415.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 07 MINUTES 23 SECONDS WEST 10.08 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 10.08 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.010 ACRES, MORE OR LESS)

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0015TE-D
Station: Olympic Sta. 369+50.00 To Sta. 371+50.00
Index No.: 05-06-23-300-006

Parcel 0015TE-D

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST RIGHT OF WAY LINE OF HOUBOLT ROAD AS SHOWN IN SAID ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO.2, BEING PARCEL 0025A IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, THAT IS 438.31 FEET, AS MEASURED ALONG SAID WEST RIGHT OF LINE, NORTHERLY OF THE NORTHEAST CORNER OF ROCK RUN BUSINESS PARK I.D.I. RESUBDIVISION NO. 2 PER DOCUMENT NUMBER R2014-078208; THENCE SOUTH 55 DEGREES 39 MINUTES 57 SECONDS WEST, 43.63 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 27 SECONDS WEST, 116.46 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 05 SECONDS WEST, 48.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG LAST DESCRIBED COURSE 200.00 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 55 SECONDS WEST ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 5.00 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 05 SECONDS EAST ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.00 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 55 SECONDS EAST ALONG A LINE THAT IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, 5.00 FEET, TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.023 ACRES, MORE OR LESS)

Exhibit E
Page 1/4

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0019
Station: Houbolt Sta. 124+23.06 To Sta. 124+53.57
Olympic Sta. 374+90.89 To Sta. 375+26.43
Index No.: 05-06-23-402-023

Parcel 0019

THAT PART OF OUTLOT A IN SOUTHFIELD BUSINESS PARK, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1999, AS DOCUMENT R99-94144, AND CERTIFICATE OF CORRECTION RECORDED MAY 10, 2004 AS DOCUMENT NUMBER R2004-80945, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT A, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FAU ROUTE 0325 HOUBOLT ROAD, BEING PARCEL 0028 IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF HOUBOLT ROAD AND THE WESTERLY LINE OF SAID OUTLOT A, THE FOLLOWING THREE COURSES:
SOUTH 01 DEGREES 46 MINUTES 00 SECONDS EAST, 127.99 FEET;
NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST, 10.00 FEET;
SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST, 122.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.07 FEET TO THE NORTHERLY MOST SOUTHWEST CORNER OF SAID OUTLOT A, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLYMPIC BOULEVARD, HERETOFORE DEDICATED IN SAID SOUTHFIELD BUSINESS PARK SUBDIVISION; THENCE SOUTH 68 DEGREES 27 MINUTES 20 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT A AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 38.80 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID OUTLOT A; THENCE NORTH 51 DEGREES 16 MINUTES 41 SECONDS WEST, 46.85 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.006 ACRES, MORE OR LESS)

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No: 0019
Station: Houbolt Sta. 124+48.55 To Sta. 124+53.67
Olympic Sta. 375+20.60 To Sta. 375+70.00
Index No.: 05-06-23-402-023

Parcel 0019TE

THAT PART OF OUTLOT A IN SOUTHFIELD BUSINESS PARK, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1999, AS DOCUMENT R99-94144, AND CERTIFICATE OF CORRECTION RECORDED MAY 10, 2004 AS DOCUMENT NUMBER R2004-80945, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT A, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FAU ROUTE 0325 HOUBOLT ROAD, BEING PARCEL 0028 IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF HOUBOLT ROAD AND THE WESTERLY LINE OF SAID OUTLOT A THE FOLLOWING THREE (3) COURSES: SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST, 127.99 FEET; NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST, 10.00 FEET; SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST, 138.04 FEET TO THE NORTHERLY MOST SOUTHWEST CORNER OF SAID OUTLOT A, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLYMPIC BOULEVARD, HERETOFORE DEDICATED IN SAID SOUTHFIELD BUSINESS PARK SUBDIVISION; THENCE SOUTH 68 DEGREES 27 MINUTES 20 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT A AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 38.80 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID OUTLOT A, AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 16 MINUTES 41 SECONDS WEST, 7.70 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 07 SECONDS EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID OUTLOT A AND SAID NORTHERLY RIGHT OF WAY LINE, 49.40 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 53 SECONDS

EAST, 5.00 FEET TO SAID SOUTHERLY LINE OF OUTLOT A AND SAID NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 88 DEGREES 14 MINUTES 07 SECONDS WEST ALONG SAID SOUTHERLY LINE OF OUTLOT A AND SAID NORTHERLY RIGHT OF WAY LINE, 43.54 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.005 ACRES, MORE OR LESS)

Exhibit F
Page 1/2

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0022TE
Station 209+64.42 To Station 211+19.63
Index No.: 05-06-22-201-005
05-06-22-400-006

Parcel 0022TE

That part of the North 60 acres of the Southeast Quarter of Section 22, Township 35 North, Range 9 East of the Third Principal Meridian, all in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Commencing at the northwest corner of Lot 58 in Rock Run Business Park Unit 5, being a subdivision of part of said Southeast Quarter, according to the plat thereof recorded October 22, 1998 as Document No. R98-125514, said northwest corner being on the south line of the North 60 acres, as monument and occupied; thence North 88 degrees 59 minutes 54 seconds East, on the north line of said Lot 58, a distance of 10.01 feet; thence North 01 degree 32 minutes 23 seconds East, 20.53 feet; thence North 88 degrees 56 minutes 42 seconds East, 35.91 feet to the Point of Beginning; thence North 01 degree 03 minutes 18 seconds West, 155.00 feet; thence North 88 degrees 56 minutes 42 seconds East, 35.00 feet; thence South 57 degree 56 minutes 37 seconds East, 137.30 feet; thence North 88 degrees 56 minutes 42 seconds East, 1253.00 feet; thence South 01 degree 03 minutes 18 seconds East, 80.005 feet; thence South 88 degrees 56 minutes 42 seconds West, 1323.00 feet; thence North 01 degree 03 minutes 18 seconds West, 50.00 feet; thence South 88 degrees 56 minutes 42 seconds West, 45.00 feet; thence South 01 degree 03 minutes 18 seconds East, 50.00 feet; thence South 88 degrees 56 minutes 42 seconds West, 35.00 feet to the Point of Beginning.

Said parcel containing 2.685 acres, more or less.

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0022PE
Station 209+43.67 To Station 210+14.92
Index No.: 05-06-22-201-005
05-06-22-400-006

Parcel 0022PE

That part of the North 60 acres of the Southeast Quarter of Section 22, Township 35 North, Range 9 East of the Third Principal Meridian, all in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinates, East Zone, NAD 83, (2011 Adjustment) with a combined scale factor of 0.9999487384, described as follows:

Commencing at the northwest corner of Lot 58 in Rock Run Business Park Unit 5, being a subdivision of part of said Southeast Quarter, according to the plat thereof recorded October 22, 1998 as Document No. R98-125514, said northwest corner being on the south line of the North 60 acres, as monument and occupied; thence North 88 degrees 59 minutes 54 seconds East, on the north line of said Lot 58, a distance of 10.01 feet to the Point of Beginning; thence North 01 degree 32 minutes 23 seconds East, 20.53 feet; thence North 88 degrees 56 minutes 42 seconds East, 70.91 feet; thence North 01 degree 03 minutes 18 seconds West, 50.00 feet; thence North 88 degrees 56 minutes 42 seconds East, 45.00 feet; thence South 01 degree 03 minutes 18 seconds East, 50.00 feet; thence North 88 degrees 56 minutes 42 seconds East, 9.22 feet; thence South 01 degree 32 minutes 23 seconds West, 20.65 feet to the north line of said Lot 58; thence South 88 degrees 59 minutes 54 seconds West, on said north line, 125.12 feet to the Point of Beginning.

Said parcel containing 0.111 acre, more or less.

Exhibit G
Page 1/2

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0023
Station 132+92.77 Station 133+07.85
Index No.: 05-06-23-402-004

Parcel 0023

THAT PART OF LOT 3 IN RIVERBOAT CENTER, A SUBDIVISION OF PART SOUTH 1/2 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1994, AS DOCUMENT NO. R94-101016, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING A POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF FAU ROUTE 0325 HOUBOLT ROAD, BEING PART OF PARCEL 0023 IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, WITH THE SOUTHERLY RIGHT OF WAY LINE OF RIVERBOAT CENTER BOULEVARD, HERETOFORE DEDICATED IN SAID RIVERBOAT CENTER; THENCE SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HOUBOLT RD. AND THE WEST LINE OF SAID LOT 3, 15.08 FEET; THENCE NORTH 43 DEGREES 14 MINUTES 11 SECONDS EAST 21.32 FEET TO THE NORTH LINE OF SAID LOT 3 ALSO BEING A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF RIVERBOAT CENTER BOULEVARD; THENCE SOUTH 88 DEGREES 14 MINUTES 00 SECONDS WEST 15.08 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.003 ACRES, MORE OR LESS)

Route: Olympic Boulevard
Section:
County: Will
Job No.:
Parcel No.: 0023TE
Station: Houbolt Sta 132+92.89 Station 133+14.92
Index No.: 05-06-23-402-004

Parcel 0023TE

THAT PART OF LOT 3 IN RIVERBOAT CENTER, A SUBDIVISION OF PART SOUTH 1/2 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1994, AS DOCUMENT NO. R94-101016, DESCRIBED AS FOLLOWS:

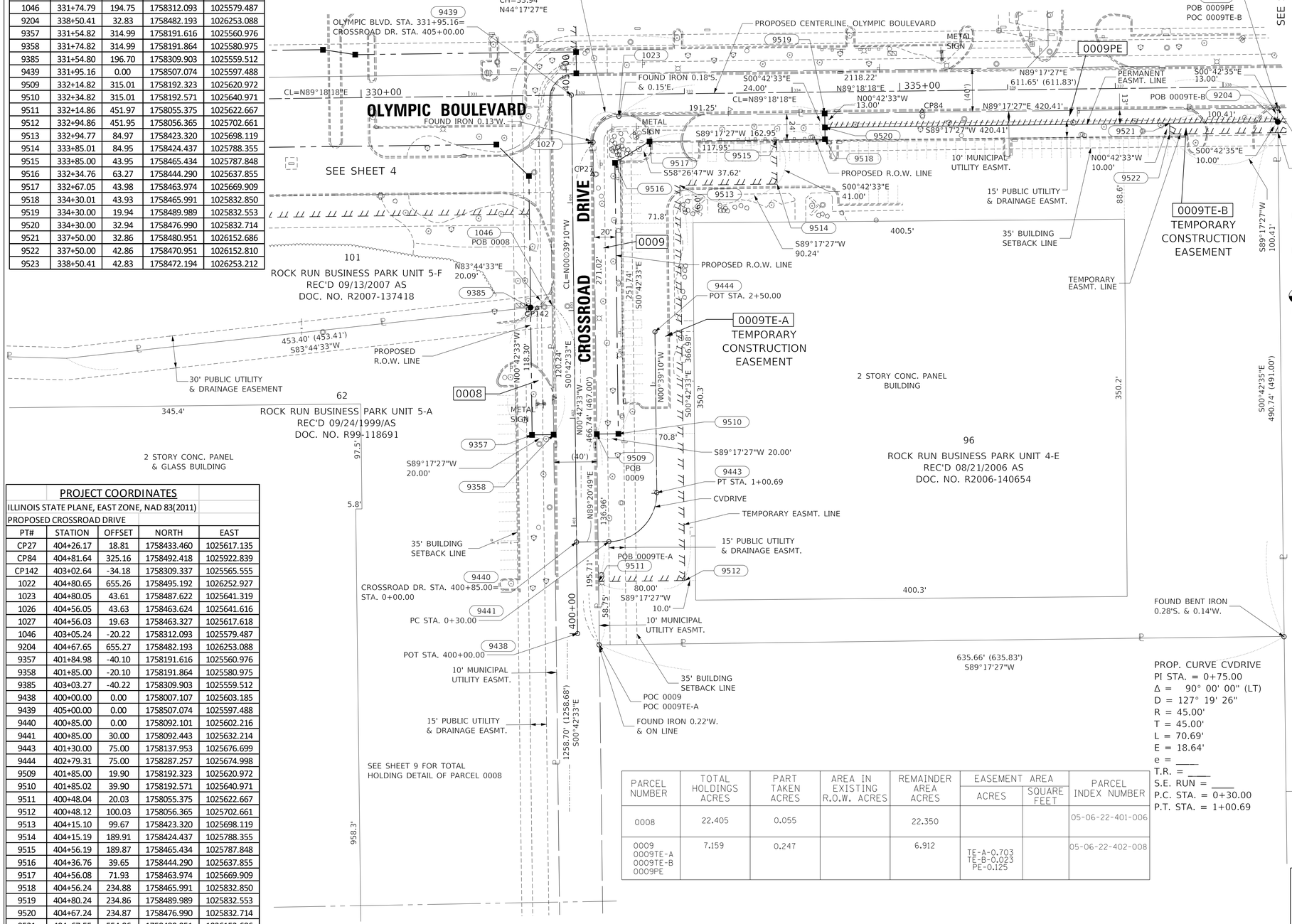
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING A POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF FAU ROUTE 0325 HOUBOLT ROAD, BEING PART OF PARCEL 0023 IN STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED MAY 7, 1993 AS DOCUMENT NUMBER R93-035812, WITH THE SOUTHERLY RIGHT OF WAY LINE OF RIVERBOAT CENTER BOULEVARD, HERETOFORE DEDICATED IN SAID RIVERBOAT CENTER; THENCE SOUTH 01 DEGREE 46 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HOUBOLT RD. AND THE WEST LINE OF SAID LOT 3, 15.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 11 SECONDS EAST 21.32 FEET TO THE NORTH LINE OF SAID LOT 3 ALSO BEING A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF RIVERBOAT CENTER BOULEVARD; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF RIVERBOAT CENTER BOULEVARD, 7.07 FEET; THENCE SOUTH 43 DEGREES 14 MINUTES 11 SECONDS WEST 31.32 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF HOUBOLT RD; THENCE NORTH 01 DEGREE 46 MINUTES 00 SECONDS WEST, ALONG SAID EASTERLY TIGHT OF WAY LINE, 7.07 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.003 ACRES, MORE OR LESS)

PART OF THE SE.1/4 OF SECTION 22, TWP. 35 N., R. 9 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.

PROJECT COORDINATES				
ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)				
PROPOSED OLYMPIC BLVD.				
PT#	STATION	OFFSET	NORTH	EAST
CP27	332+13.91	73.85	1758433.460	1025617.135
CP84	335+20.31	18.60	1758492.418	1025922.839
CP142	331+60.83	197.34	1758309.337	1025565.555
1022	338+50.41	19.83	1758495.192	1026252.927
1023	332+38.75	19.98	1758487.622	1025641.319
1026	332+38.76	43.98	1758463.624	1025641.616
1027	332+14.76	43.99	1758463.327	1025617.618
1046	331+74.79	194.75	1758312.093	1025579.487
9204	338+50.41	32.83	1758482.193	1026253.088
9357	331+54.82	314.99	1758191.616	1025560.976
9358	331+74.82	314.99	1758191.864	1025580.975
9385	331+54.80	196.70	1758309.903	1025559.512
9439	331+95.16	0.00	1758507.074	1025597.488
9509	332+14.82	315.01	1758192.323	1025620.972
9510	332+34.82	315.01	1758192.571	1025640.971
9511	332+14.86	451.97	1758055.375	1025622.667
9512	332+94.86	451.95	1758056.365	1025702.661
9513	332+94.77	84.97	1758423.320	1025698.119
9514	333+85.01	84.95	1758424.437	1025788.355
9515	333+85.00	43.95	1758465.434	1025787.848
9516	332+34.76	63.27	1758444.290	1025637.855
9517	332+67.05	43.98	1758463.974	1025669.909
9518	334+30.01	43.93	1758465.991	1025832.850
9519	334+30.00	19.94	1758489.989	1025832.553
9520	334+30.00	32.94	1758476.990	1025832.714
9521	337+50.00	32.86	1758480.951	1026152.686
9522	337+50.00	42.86	1758470.951	1026152.810
9523	338+50.41	42.83	1758472.194	1026253.212

PROJECT COORDINATES				
ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)				
PROPOSED CROSSROAD DRIVE				
PT#	STATION	OFFSET	NORTH	EAST
CP27	404+26.17	18.81	1758433.460	1025617.135
CP84	404+81.64	325.16	1758492.418	1025922.839
CP142	403+02.64	-34.18	1758309.337	1025565.555
1022	404+80.65	655.26	1758495.192	1026252.927
1023	404+80.05	43.61	1758487.622	1025641.319
1026	404+56.05	43.63	1758463.624	1025641.616
1027	404+56.03	19.63	1758463.327	1025617.618
1046	403+05.24	-20.22	1758312.093	1025579.487
9204	404+67.65	655.27	1758482.193	1026253.088
9357	401+84.98	-40.10	1758191.616	1025560.976
9358	401+85.00	-20.10	1758191.864	1025580.975
9385	403+03.27	-40.22	1758309.903	1025559.512
9438	400+00.00	0.00	1758007.107	1025603.185
9439	405+00.00	0.00	1758507.074	1025597.488
9440	400+85.00	0.00	1758092.101	1025602.216
9441	400+85.00	30.00	1758092.443	1025632.214
9443	401+30.00	75.00	1758137.953	1025676.699
9444	402+79.31	75.00	1758287.257	1025674.998
9509	401+85.00	19.90	1758192.323	1025620.972
9510	401+85.02	39.90	1758192.571	1025640.971
9511	400+48.04	20.03	1758055.375	1025622.667
9512	400+48.12	100.03	1758056.365	1025702.661
9513	404+15.10	99.67	1758423.320	1025698.119
9514	404+15.19	189.91	1758424.437	1025788.355
9515	404+56.19	189.87	1758465.434	1025787.848
9516	404+36.76	39.65	1758444.290	1025637.855
9517	404+56.08	71.93	1758463.974	1025669.909
9518	404+56.24	234.88	1758465.991	1025832.850
9519	404+80.24	234.86	1758489.989	1025832.553
9520	404+67.24	234.87	1758476.990	1025832.714
9521	404+67.55	554.86	1758480.951	1026152.686
9522	404+57.55	554.87	1758470.951	1026152.810
9523	404+57.65	655.28	1758472.194	1026253.212



LEGEND

SECTION CORNER (9 10 16 15 T N R E) — QUARTER SECTION CORNER (16 15)

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE (APL)
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED TEMPORARY EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE (AC)
- MEASURED DIMENSION — 129.32'
- COMPUTED DIMENSION — 129.32' (COMP)
- RECORDED DIMENSION — (129.32')
- EXISTING BUILDING

N

GRAPHIC SCALE FEET 0 50

SCALE: 1"=50'

- IRON PIPE OR ROD FOUND
- CUT CROSS FOUND OR SET
- "MAG" NAIL SET
- 5 / 8" REBAR SET
- STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

-ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
-COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID"
-ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9999487384.
-AREAS SHOWN ON THIS PLAT ARE "GROUND"

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT SHOREWOOD, ILLINOIS THIS DAY OF , 2022 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425
LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER
0008	22.405	0.055		22.350			05-06-22-401-006
0009 0009TE-A 0009TE-B 0009PE	7.159	0.247		6.912	TE-A-0.703 TE-B-0.023 PE-0.125		05-06-22-402-008

REVISION DATE: / / REVISION MADE BY:

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

R.T. & A. Dwg. No.: 2021-0414.00

PLAT OF HIGHWAYS

WILL COUNTY DEPARTMENT OF TRANSPORTATION OLYMPIC BOULEVARD

LIMITS: I-55 FRONTAGE RD-HOUBOLT RD COUNTY: WILL
SECTION: JOB NO.:
STA. 331+54.80 TO STA. 338+50.41
SCALE: 1"=50' SHEET 6 OF 14 SHEETS

IDOT USE ONLY

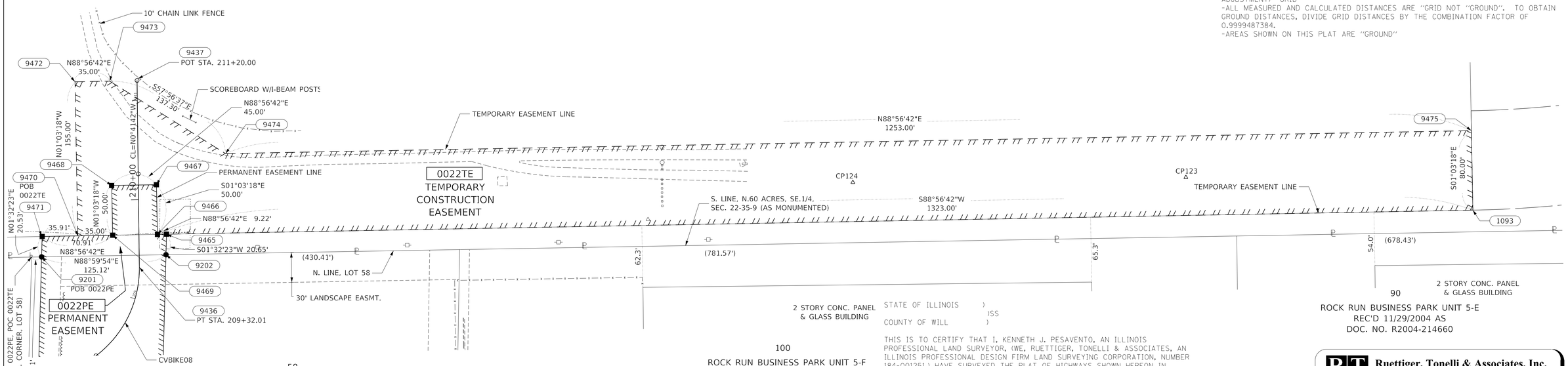
WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

PART OF THE SE.1/4 OF SECTION 22, TWP. 35 N., R. 9 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT ACRES	AREA SQUARE FEET	PARCEL INDEX NUMBER
0022TE 0022PE	106.819	0.00		106.819	TE-2.685 PE-0.111		05-06-22-201-005 05-06-23-100-005 05-06-22-400-006

SEE SHEET 10 FOR TOTAL
HOLDING DETAIL OF PARCEL 0022

PROJECT COORDINATES				
ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)				
PROPOSED BIKE PATH				
PT#	STATION	OFFSET	NORTH	EAST
CP123	210+09.74	1053.37	1759493.405	1025978.001
CP124	210+08.73	718.48	1759488.341	1025643.148
1065	202+03.14	266.37	1758697.874	1025090.547
1093	209+73.23	1341.53	1759460.397	1026266.576
9201	209+43.67	-98.16	1759413.379	1024827.358
9202	209+44.34	26.96	1759415.567	1024952.462
9315	200+85.45	223.68	1758582.392	1025046.147
9390	200+81.68	-27.53	1758579.345	1024794.936
9436	209+32.01	0.00	1759402.904	1024925.649
9437	211+20.00	0.00	1759590.885	1024923.369
9452	200+81.79	-17.52	1758579.466	1024804.943
9453	200+82.09	7.50	1758579.770	1024829.960
9457	202+01.29	202.60	1758697.100	1025026.761
9458	201+71.30	194.66	1758669.705	1025018.930
9459	201+33.87	171.25	1758625.773	1024994.869
9460	201+31.44	112.22	1758625.057	1024935.775
9461	203+63.07	184.54	1758854.991	1025011.358
9462	203+56.25	30.61	1758853.122	1024857.315
9463	207+36.78	25.10	1759234.054	1024867.554
9464	208+31.73	102.15	1759235.454	1024947.621
9465	209+64.98	27.77	1759436.210	1024953.017
9466	209+64.92	18.55	1759436.040	1024943.800
9467	210+14.92	18.24	1759486.032	1024942.880
9468	210+14.63	-26.76	1759485.203	1024897.888
9469	209+64.64	-26.45	1759435.212	1024898.808
9470	209+64.42	-61.45	1759434.567	1024863.814
9471	209+64.19	-97.36	1759433.906	1024827.910
9472	211+19.41	-62.42	1759589.541	1024860.960
9473	211+19.63	-27.42	1759590.185	1024895.954
9474	210+45.36	88.05	1759517.315	1025012.316
9475	210+53.23	1341.02	1759540.383	1026265.103
9479	207+36.44	5.09	1759233.704	1024847.538



PROP. CURVE CVBIKE08
PI STA. = 208+84.70
Δ = 53° 33' 15" (LT)
D = 52° 05' 13"
R = 110.00'
T = 55.51'
L = 102.82'
E = 13.21'
e = ____
T.R. = ____
S.E. RUN = ____
P.C. STA. = 208+29.19
P.T. STA. = 209+32.01

LEGEND

SECTION CORNER

QUARTER SECTION CORNER

SECTION / QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED TEMPORARY EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORDED DIMENSION
EXISTING BUILDING

GRAPHIC SCALE
FEET
0 50
SCALE: 1"=50'

IRON PIPE OR ROD FOUND
"MAG" NAIL SET
CUT CROSS FOUND OR SET
5 / 8" REBAR SET

STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
RIGHT OF WAY STAKING PROPOSED TO BE SET

-ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
-COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID"
-ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9999487384.
-AREAS SHOWN ON THIS PLAT ARE "GROUND"

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT SHOREWOOD, ILLINOIS THIS DAY OF , 2022 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425
LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

REVISION DATE: / / REVISION MADE BY:

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

R.T. & A. Dwg. No.: 2021-0414.00

PLAT OF HIGHWAYS

WILL COUNTY
DEPARTMENT OF TRANSPORTATION
OLYMPIC BOULEVARD

LIMITS: I-55 FRONTAGE RD-HOUBOLT RD COUNTY: WILL
SECTION: JOB NO.:
STA. 209+00 TO STA. 211+20.00
SCALE: 1"=50' SHEET 7 OF 14 SHEETS

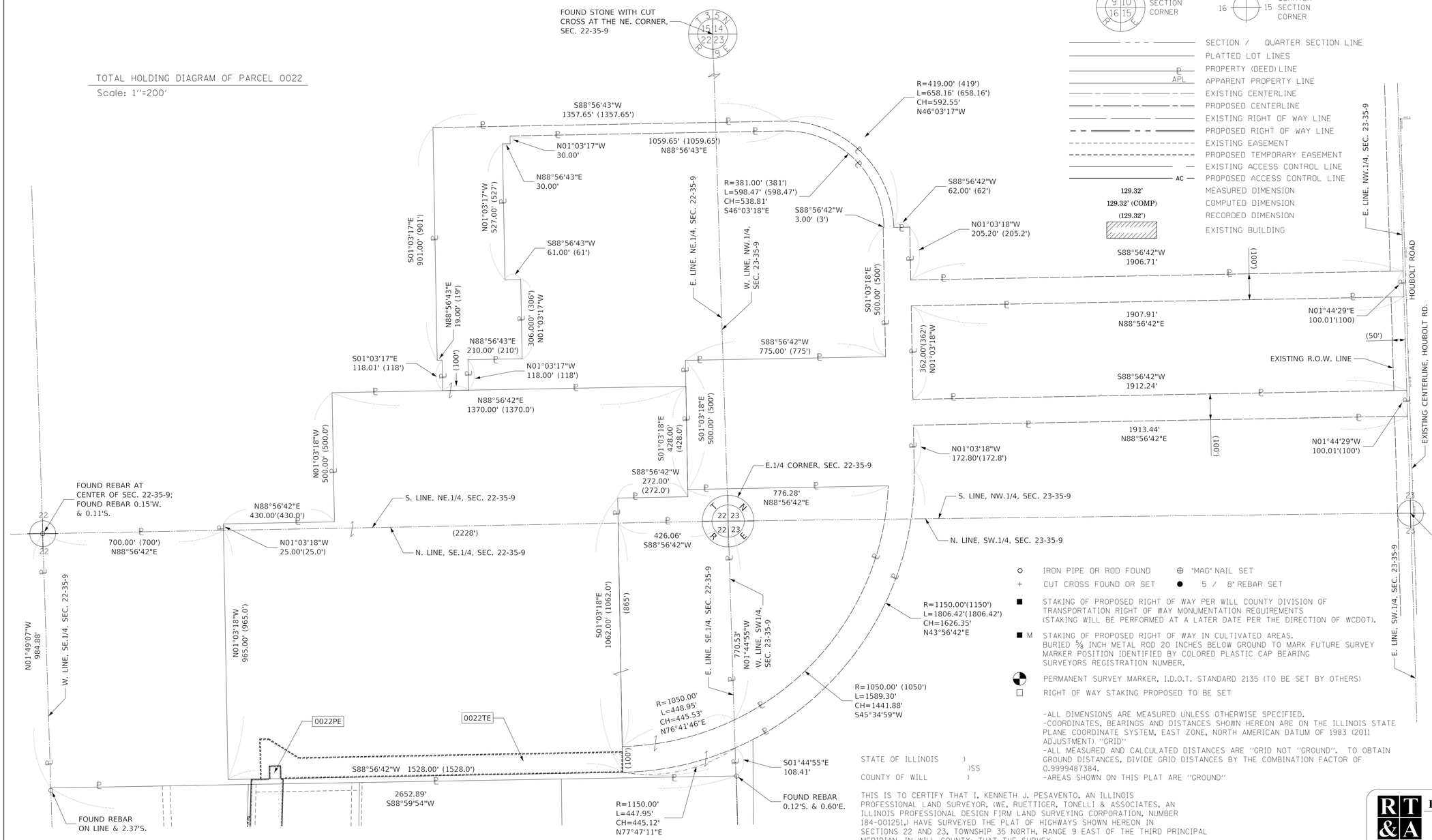
IDOT USE ONLY

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

PART OF THE NE.1/4 AND SE.1/4 OF SECTION 22 AND PART OF THE NW.1/4 AND SW.1/4 OF SECTION 23, BOTH IN TWP. 35 N., R. 9 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.

TOTAL HOLDING DIAGRAM OF PARCEL 0022

Scale: 1"=200'



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE (APL)
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED TEMPORARY EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE (AC)
- 129.32' MEASURED DIMENSION
- 129.32' (COMP) COMPUTED DIMENSION
- (129.32') RECORDED DIMENSION
- EXISTING BUILDING

GRAPHIC SCALE FEET 0 50

SCALE: 1"=50'

- ○ IRON PIPE OR ROD FOUND
- ⊕ "MAG" NAIL SET
- \+ CUT CROSS FOUND OR SET
- ● 5/8" REBAR SET
- ■ STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).
- ■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- □ RIGHT OF WAY STAKING PROPOSED TO BE SET

-ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
-COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID"
-ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9999487384.
-AREAS SHOWN ON THIS PLAT ARE "GROUND"

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA		PARCEL INDEX NUMBER
					ACRES	SQUARE FEET	
0022TE 0022PE	106.819	0.000		106.819	TE-2.685 PE-0.111		05-06-22-201-005 05-06-23-100-005 05-06-22-400-006

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 22 AND 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT SHOREWOOD, ILLINOIS THIS DAY OF , 2022 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425
LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

REVISION DATE: / / REVISION MADE BY:

Ruettiger, Tonelli & Associates, Inc.
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129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

R.T. & A. Dwg. No.: 2021-0414.00

PLAT OF HIGHWAYS

WILL COUNTY DEPARTMENT OF TRANSPORTATION OLYMPIC BOULEVARD

LIMITS: I-55 FRONTAGE RD-HOUBOLT RD COUNTY: WILL
SECTION: JOB NO.:
STA. N/A TO STA. N/A
SCALE: 1"=50' SHEET 10 OF 14 SHEETS

IDOT USE ONLY

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

PART OF THE SE.1/4 OF SECTION 22 AND PART OF THE SW.1/4 OF SECTION 23, ALL IN TWP. 35 N., R. 9 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.

PROJECT COORDINATES				
ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)				
PROPOSED OLYMPIC BLVD.				
PT#	STATION	OFFSET	NORTH	EAST
CP57	349+20.34	18.66	1758509.340	1027322.772
CP67	345+72.54	18.56	1758505.223	1026974.994
CP70	343+90.63	18.73	1758502.848	1026793.100
1020	351+13.48	19.52	1758510.824	1027515.904
1021	344+23.48	19.69	1758502.284	1026825.957
1022	338+50.41	19.83	1758495.192	1026252.927
9204	338+50.41	32.83	1758482.193	1026253.088
9205	344+23.48	32.69	1758489.286	1026826.118
9206	351+13.48	32.52	1758497.825	1027516.065
9212	351+13.49	42.52	1758487.826	1027516.188
9523	338+50.41	42.83	1758472.194	1026253.212
9524	338+60.00	42.83	1758472.313	1026262.802
9525	338+60.00	32.83	1758482.312	1026262.678
9542	344+40.00	32.69	1758489.490	1026842.634
9543	344+40.00	47.69	1758474.491	1026842.820
9544	345+55.00	47.66	1758475.914	1026957.811
9545	345+55.00	32.66	1758490.913	1026957.625
9546	347+00.00	32.62	1758492.708	1027102.614
9547	347+00.00	37.62	1758487.708	1027102.676
9548	349+50.00	37.56	1758490.802	1027352.657
9549	349+50.00	32.56	1758495.802	1027352.595
9550	350+40.00	32.54	1758496.915	1027442.587
9551	350+40.00	42.54	1758486.916	1027442.711

LEGEND

SECTION CORNER (T 35 N, R 9 E: 9, 10, 16, 15)

QUARTER SECTION CORNER (16, 15)

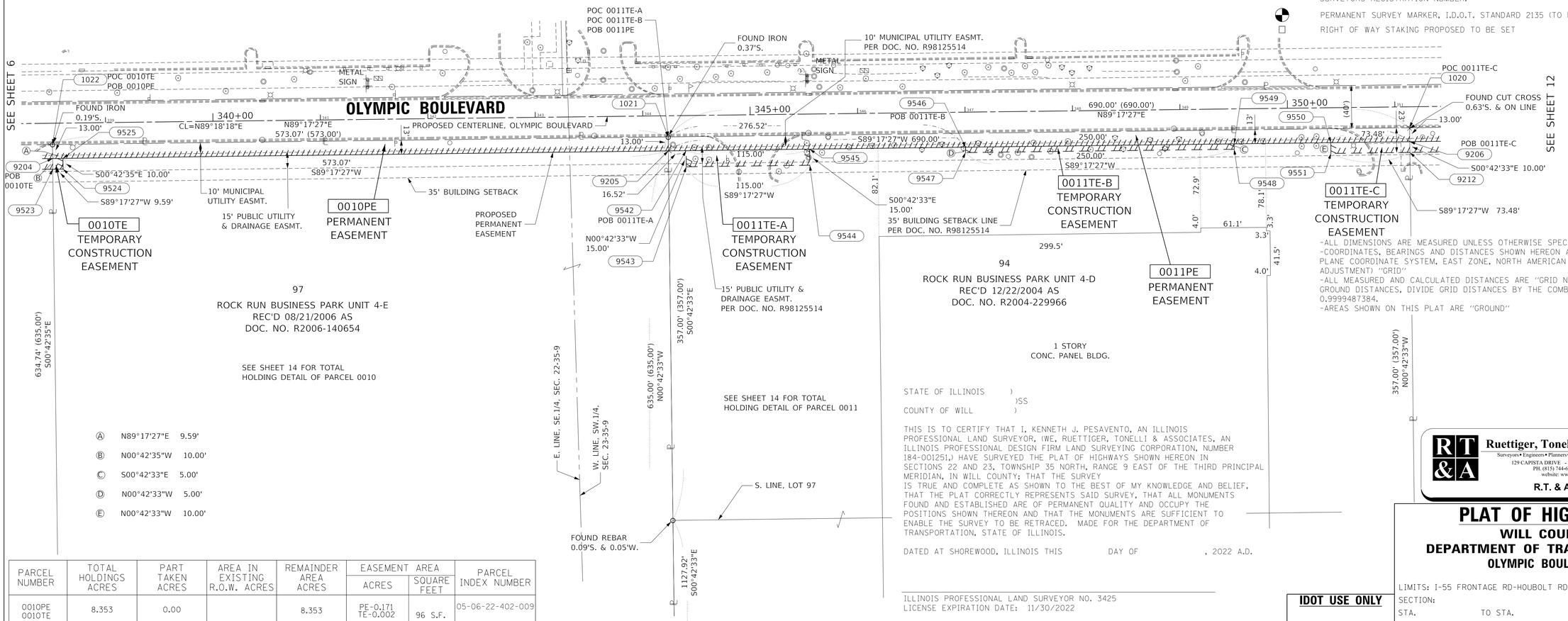
N

GRAPHIC SCALE FEET 0 50

SCALE: 1"=50'

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APL — APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED TEMPORARY EASEMENT
- EXISTING ACCESS CONTROL LINE
- AC — PROPOSED ACCESS CONTROL LINE
- 129.32' MEASURED DIMENSION
- 129.32' (COMP) COMPUTED DIMENSION
- (129.32') RECORDED DIMENSION
- EXISTING BUILDING

- ○ IRON PIPE OR ROD FOUND
- ⊕ "MAG" NAIL SET
- \+ CUT CROSS FOUND OR SET
- ● 5 / 8" REBAR SET
- ■ STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).
- ■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- □ RIGHT OF WAY STAKING PROPOSED TO BE SET



- Ⓐ N89°17'27"E 9.59'
- Ⓑ N00°42'35"W 10.00'
- Ⓒ S00°42'33"E 5.00'
- Ⓓ N00°42'33"W 5.00'
- Ⓔ N00°42'33"W 10.00'

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER
0010PE 0010TE	8.353	0.00		8.353	PE-0.171 TE-0.002	96 S.F.	05-06-22-402-009
0011PE 0011TE-A 0011TE-B 0011TE-C	23.528	0.00		23.528	PE-0.206 TE-A-0.040 TE-B-0.029 TE-C-0.017		05-06-23-301-011 05-06-26-102-004

-ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
-COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID"
-ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.999487384.
-AREAS SHOWN ON THIS PLAT ARE "GROUND"

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 22 AND 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT SHOREWOOD, ILLINOIS THIS DAY OF , 2022 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425
LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

REVISION DATE: / / REVISION MADE BY:

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

R.T. & A. Dwg. No.: 2021-0414.00

PLAT OF HIGHWAYS

WILL COUNTY DEPARTMENT OF TRANSPORTATION

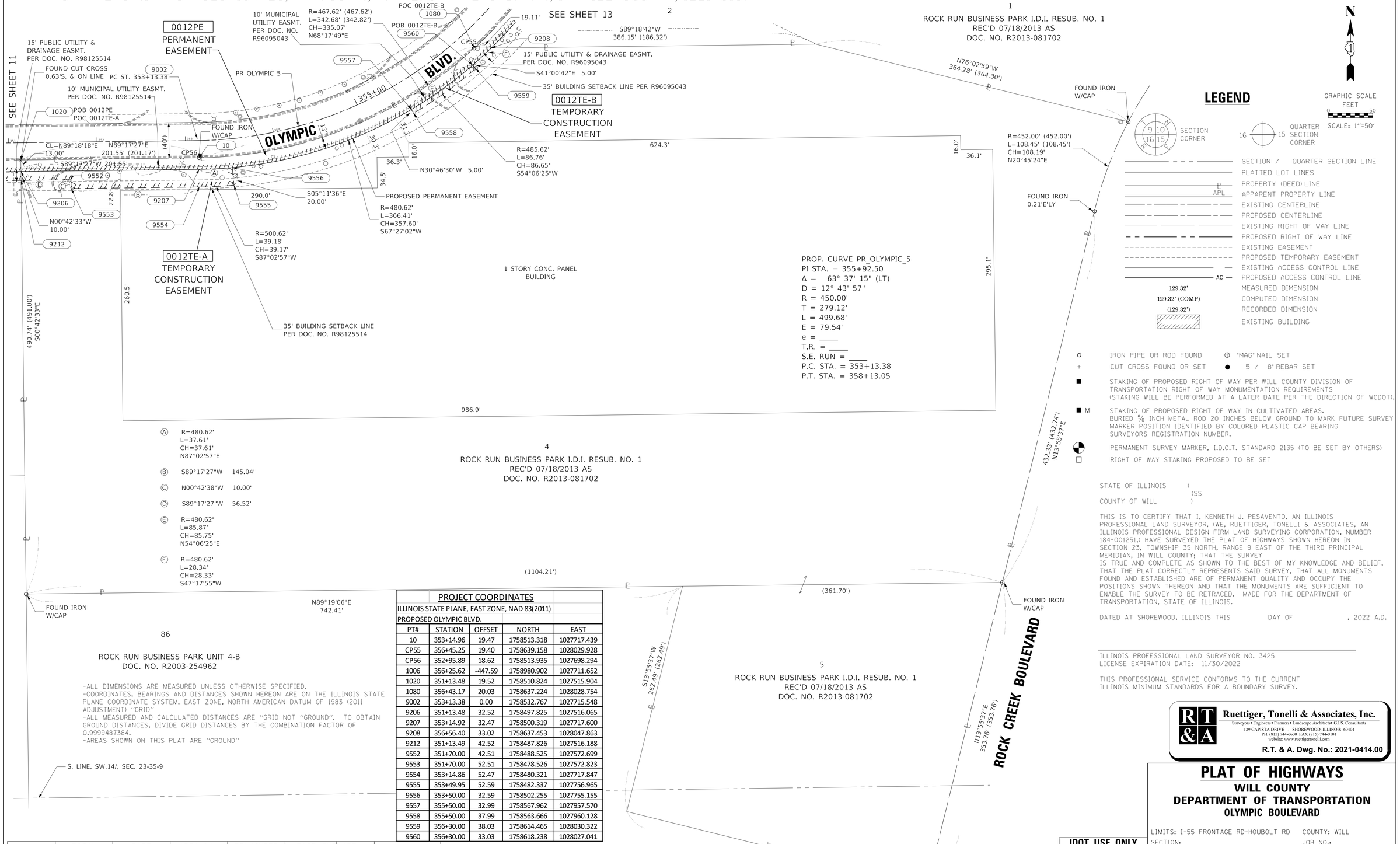
OLYMPIC BOULEVARD

IDOT USE ONLY

LIMITS: I-55 FRONTAGE RD-HOUBOLT RD COUNTY: WILL
SECTION: JOB NO.:
STA. TO STA.
SCALE: 1"=50' SHEET 11 OF SHEETS

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

PART OF THE SW.1/4 OF SECTION 23, TWP. 35 N., R. 9 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.



PROJECT COORDINATES

ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)
PROPOSED OLYMPIC BLVD.

PT#	STATION	OFFSET	NORTH	EAST
10	353+14.96	19.47	1758513.318	1027717.439
CP55	356+45.25	19.40	1758639.158	1028029.928
CP56	352+95.89	18.62	1758513.935	1027698.294
1006	356+25.62	-447.59	1758980.902	1027711.652
1020	351+13.48	19.52	1758510.824	1027515.904
1080	356+43.17	20.03	1758637.224	1028028.754
9002	353+13.38	0.00	1758532.767	1027715.548
9206	351+13.48	32.52	1758497.825	1027516.065
9207	353+14.92	32.47	1758500.319	1027717.600
9208	356+56.40	33.02	1758637.453	1028047.863
9212	351+13.49	42.52	1758487.826	1027516.188
9552	351+70.00	42.51	1758488.525	1027572.699
9553	351+70.00	52.51	1758478.526	1027572.823
9554	353+14.86	52.47	1758480.321	1027717.847
9555	353+49.95	52.59	1758482.337	1027756.965
9556	353+50.00	32.59	1758502.255	1027755.155
9557	355+50.00	32.99	1758567.962	1027957.570
9558	355+50.00	37.99	1758563.666	1027960.128
9559	356+30.00	38.03	1758614.465	1028030.322
9560	356+30.00	33.03	1758618.238	1028027.041

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT ACRES	AREA SQUARE FEET	PARCEL INDEX NUMBER
0012PE 0012TE-A 0012TE-B	17.577	0.00		17.577	PE-0.166 TE-A-0.097 TE-B-0.010		05-06-23-301-016 05-06-23-301-017

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT SHOREWOOD, ILLINOIS THIS DAY OF , 2022 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425
LICENSE EXPIRATION DATE: 11/30/2022

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R T & A
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PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

R.T. & A. Dwg. No.: 2021-0414.00

PLAT OF HIGHWAYS

WILL COUNTY DEPARTMENT OF TRANSPORTATION

OLYMPIC BOULEVARD

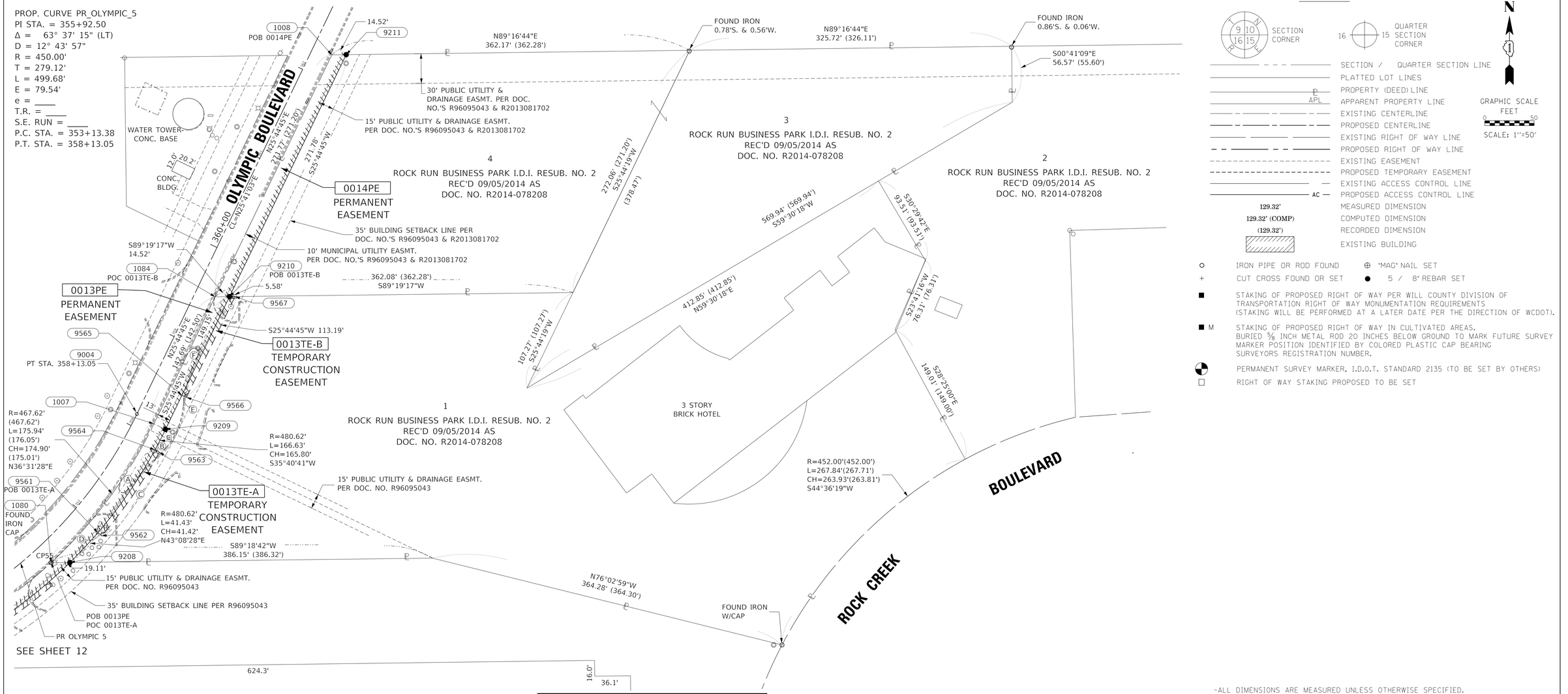
LIMITS: I-55 FRONTAGE RD-HOUBOLT RD COUNTY: WILL
SECTION: JOB NO.:
STA. TO STA.
SCALE: 1"=50' SHEET 12 OF SHEETS

IDOT USE ONLY

REVISION DATE: / / REVISION MADE BY:

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

PART OF THE SW.1/4 OF SECTION 23, TWP. 35 N., R. 9 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.



Ⓐ R=480.62'
L=101.96'
CH=101.76'
N34°35'38"E

Ⓑ S61°29'00"E 5.00'

Ⓒ R=485.62'
L=103.02'
CH=102.82'
S34°35'38"W

Ⓓ N49°19'44"W 5.00'

Ⓔ N64°15'15"W 5.00'

Ⓕ N25°44'45"E 110.71'

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT ACRES	AREA SQUARE FEET	PARCEL INDEX NUMBER
0013PE 0013TE-A 0013TE-B	5.386	0.00		5.386	PE-0.095 TE-A-0.012 TE-B-0.013		05-06-23-301-021
0014PE	3.615	0.00		3.615	PE-0.081		05-06-23-301-018 05-06-23-301-019

PROJECT COORDINATES

ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)
PROPOSED OLYMPIC BLVD.

PT#	STATION	OFFSET	NORTH	EAST
CP55	356+45.25	19.40	1758639.158	1028029.928
1006	356+25.62	-447.59	1758980.902	1027711.652
1007	358+11.64	19.82	1758777.777	1028132.851
1008	362+26.03	20.27	1759151.092	1028312.884
1080	356+43.17	20.03	1758637.224	1028028.754
1084	359+54.26	19.98	1758906.299	1028194.831
9004	358+13.05	0.00	1758787.699	1028115.628
9208	356+56.40	33.02	1758637.453	1028047.863
9209	358+11.66	32.82	1758772.130	1028144.560
9210	359+60.71	32.98	1758906.471	1028209.347
9211	362+32.49	33.28	1759151.275	1028327.405
9561	356+95.00	33.00	1758667.675	1028076.185
9562	356+95.00	38.00	1758664.416	1028079.977
9563	357+90.01	37.87	1758749.060	1028138.355
9564	357+90.00	32.87	1758751.447	1028133.962
9565	358+50.00	32.86	1758806.754	1028161.258
9566	358+50.00	37.86	1758804.582	1028165.761
9567	359+63.19	37.98	1758906.537	1028214.930

LEGEND

SECTION CORNER

QUARTER SECTION CORNER

SECTION / QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED TEMPORARY EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
129.32' MEASURED DIMENSION
129.32' (COMP) COMPUTED DIMENSION
(129.32') RECORDED DIMENSION
EXISTING BUILDING

GRAPHIC SCALE FEET
SCALE: 1"=50'

IRON PIPE OR ROD FOUND
"MAG" NAIL SET
CUT CROSS FOUND OR SET
5 / 8" REBAR SET

STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).

■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)

RIGHT OF WAY STAKING PROPOSED TO BE SET

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-AREAS SHOWN ON THIS PLAT ARE "GROUND"

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT SHOREWOOD, ILLINOIS THIS DAY OF , 2022 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425
LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

REVISION DATE: / / REVISION MADE BY:

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettigertonelli.com

R.T. & A. Dwg. No.: 2021-0414.00

PLAT OF HIGHWAYS

WILL COUNTY
DEPARTMENT OF TRANSPORTATION
OLYMPIC BOULEVARD

LIMITS: I-55 FRONTAGE RD-HOUBOLT RD COUNTY: WILL
SECTION: JOB NO.:
STA. TO STA.
SCALE: 1"=50' SHEET 13 OF 14 SHEETS

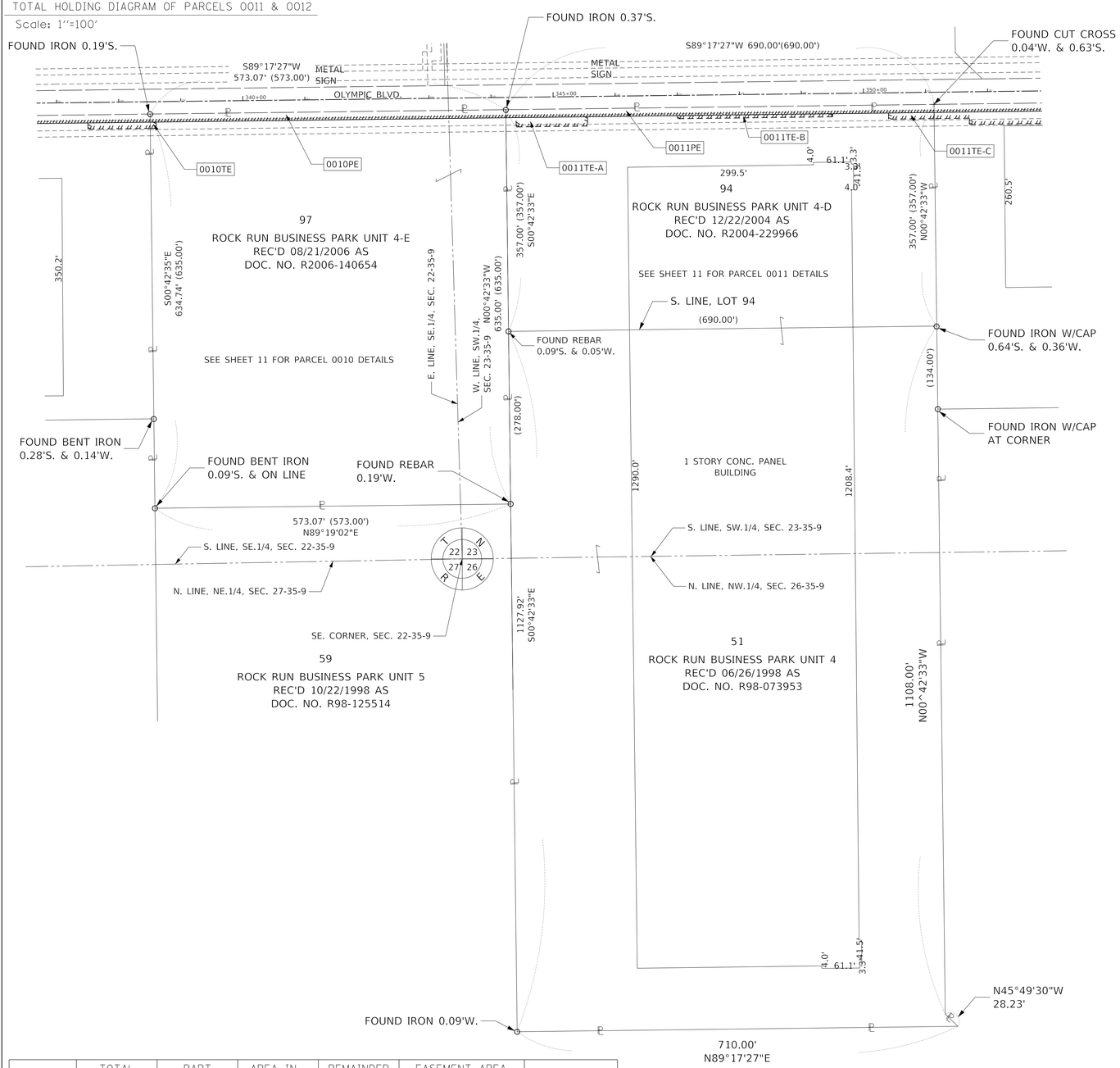
IDOT USE ONLY

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

PART OF THE SE.1/4 OF SECTION 22, PART OF THE SW.14 OF SECTION 23 AND PART OF THE NW.1/4 OF SECTION 26 ALL IN TWP. 35 N., R. 9 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.

TOTAL HOLDING DIAGRAM OF PARCELS 0011 & 0012

Scale: 1"=100'



PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER
0010PE 0010TE	8.353	0.00		8.353	PE-0.171 TE-0.002	96 S.F.	05-06-22-402-009
0011PE 0011TE-A 0011TE-B 0011TE-C	23.528	0.00		23.528	PE-0.206 TE-A-0.040 TE-B-0.029 TE-C-0.017		05-06-23-301-011 05-06-26-102-004

LEGEND

SECTION CORNER (T 35 N, R 9 E: 9, 10, 16, 15)

QUARTER SECTION CORNER (16, 15)

N

GRAPHIC SCALE FEET
0 50
SCALE: 1"=50'

	SECTION / QUARTER SECTION LINE
	PLATTED LOT LINES
P	PROPERTY (DEED) LINE
APL	APPARENT PROPERTY LINE
	EXISTING CENTERLINE
	PROPOSED CENTERLINE
	EXISTING RIGHT OF WAY LINE
	PROPOSED RIGHT OF WAY LINE
	EXISTING EASEMENT
	PROPOSED TEMPORARY EASEMENT
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AC	PROPOSED ACCESS CONTROL LINE
129.32'	MEASURED DIMENSION
129.32' (COMP)	COMPUTED DIMENSION
(129.32')	RECORDED DIMENSION
	EXISTING BUILDING

○	IRON PIPE OR ROD FOUND
⊕	"MAG" NAIL SET
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-AREAS SHOWN ON THIS PLAT ARE "GROUND"

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

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ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425
LICENSE EXPIRATION DATE: 11/30/2022

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R.T. & A. Dwg. No.: 2021-0414.00

PLAT OF HIGHWAYS

WILL COUNTY
DEPARTMENT OF TRANSPORTATION
OLYMPIC BOULEVARD

LIMITS: I-55 FRONTAGE RD-HOUBOLT RD COUNTY: WILL
SECTION: JOB NO.:
STA. TO STA.
SCALE: 1"=50' SHEET 14 OF 14 SHEETS

IDOT USE ONLY

REVISION DATE: / / REVISION MADE BY:

WILL COUNTY DIVISION OF TRANSPORTATION
16841 W. LARAWAY ROAD
JOLIET, ILLINOIS 60433

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PLAT OF HIGHWAY

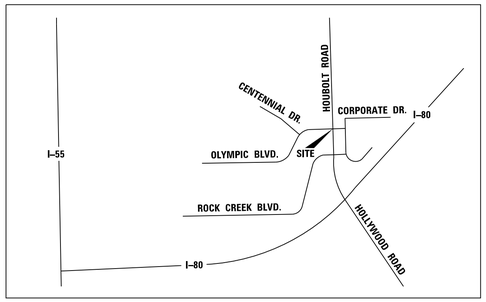
OLYMPIC BOULEVARD
AT HOUBOLT ROAD

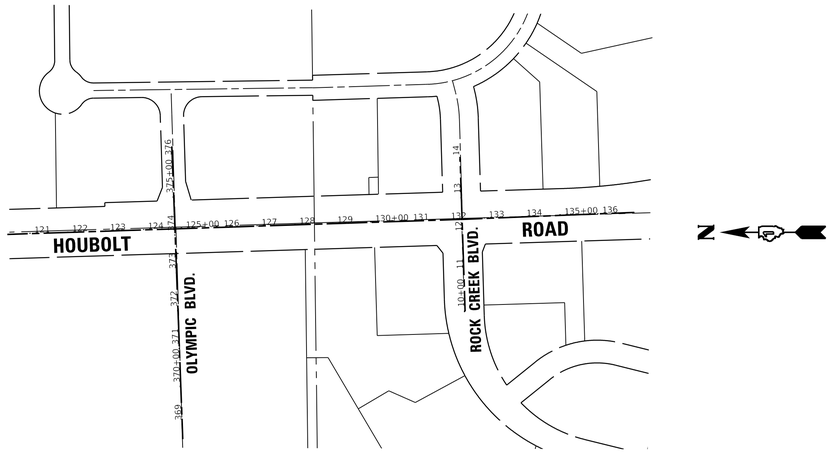
SECTION: _____

PROJECT: _____

WILL COUNTY

PARCEL #	OWNER	SHEET #	PROPERTY ACQUIRED BY
0019 0019TE	SOUTHFIELD OFFICE CENTER CONDOMINIUM ASSOCIATION	2	
0020 0020TE-A 0020TE-B	LAKESIDE BANK, AS TRUSTEE TR. NO. 20-1040	2	
0021 0021TE	ABM BUSINESS LLC	2	
0023 0023-TE	ARCHLAND PROPERTY II, L.P.	2	
0015PE-A 0015PE-B 0015TE-A 0015TE-B 0015TE-C 0015TE-D	THE BOARD OF TRUSTEES OF JOLIET JUNIOR COLLEGE, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525	3, 4, 5	
0016 0016TE	JOLIET CW HOTELS, LLC	3	
0017 0017TE-A 0017TE-B	IRV ESTATES BK LLC (80%) & BLDG OCEANSIDE BK, LLC (20%	3	
0018TE	SERRAC, LLC AN ILLINOIS LIMITED LIABILITY COMPANY	3	





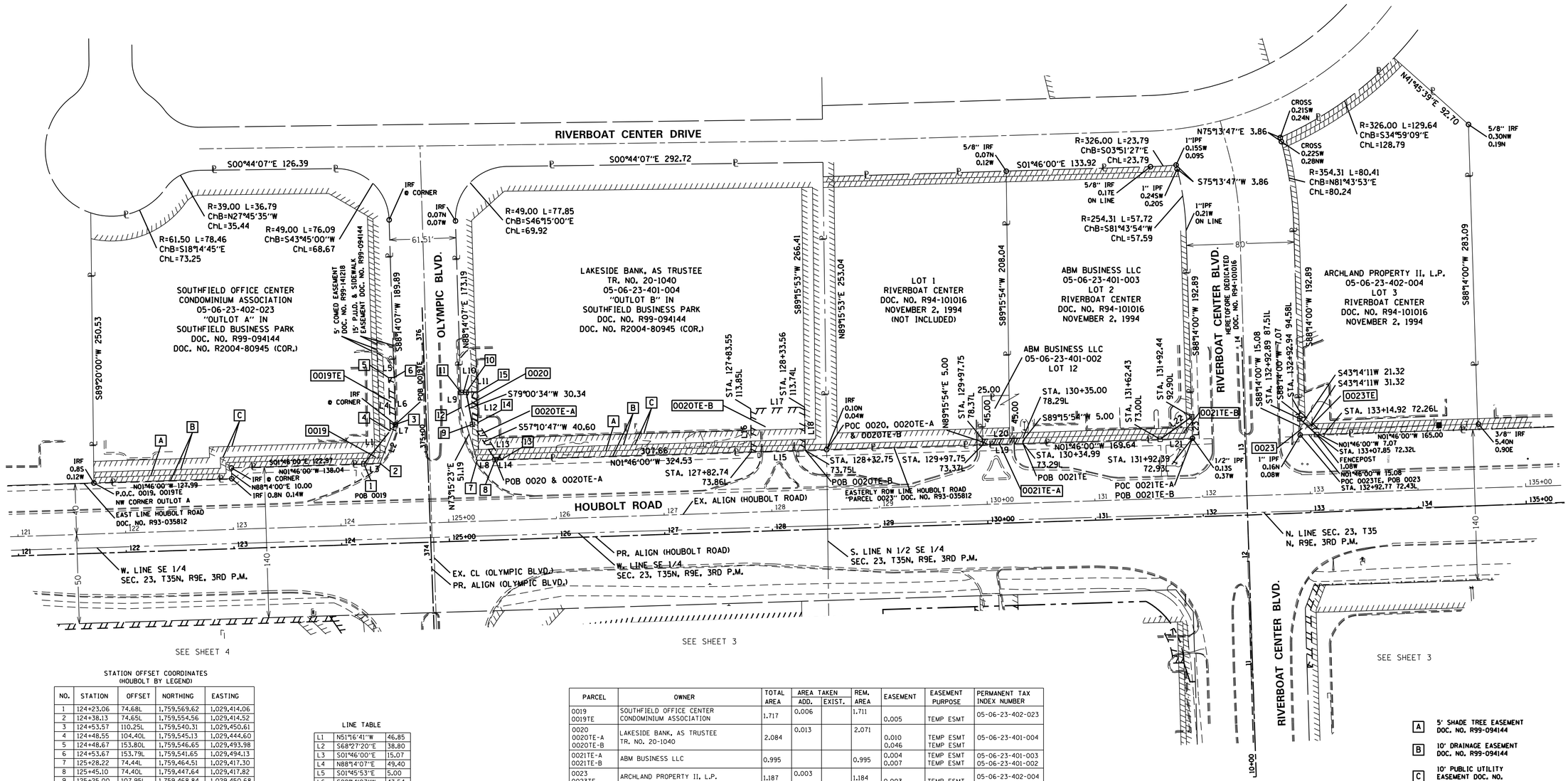


LOCATION OF SECTION INDICATED THUS: –

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1–800–892–0123
OR 811

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

PART OF THE N 1/2 OF THE SE 1/4 OF SEC. 23, TWP. 35 N., R. 09 E. OF THE 3RD P.M., WILL COUNTY, ILLINOIS.



STATION OFFSET COORDINATES
(HOUBOLT BY LEGEND)

NO.	STATION	OFFSET	NORTHING	EASTING
1	124+23.06	74.68L	1,759,569.62	1,029,414.06
2	124+38.13	74.65L	1,759,554.56	1,029,414.52
3	124+53.57	110.25L	1,759,540.31	1,029,450.61
4	124+48.55	104.40L	1,759,545.13	1,029,444.60
5	124+48.67	153.80L	1,759,546.65	1,029,493.98
6	124+53.67	153.79L	1,759,541.65	1,029,494.13
7	125+28.22	74.44L	1,759,464.51	1,029,417.30
8	125+45.10	74.40L	1,759,447.64	1,029,417.82
9	125+25.00	107.95L	1,759,468.84	1,029,450.68
10	125+20.20	137.91L	1,759,474.62	1,029,480.47
11	125+15.14	137.92L	1,759,479.69	1,029,480.31
12	125+15.10	123.92L	1,759,479.26	1,029,466.32
13	125+50.93	74.39L	1,759,441.81	1,029,418.00
14	125+30.07	109.22L	1,759,463.81	1,029,452.11
15	125+30.14	137.89L	1,759,464.70	1,029,480.77

STATION OFFSET COORDINATES
(HOUBOLT BY STATION)

127+82.74	73.86L	1,759,210.11	1,029,425.14
127+83.55	113.85L	1,759,210.63	1,029,465.14
128+32.75	73.75L	1,759,160.13	1,029,426.69
128+33.56	113.74L	1,759,160.64	1,029,466.68
129+97.75	73.37L	1,758,995.20	1,029,431.77
129+97.85	78.37L	1,758,995.27	1,029,436.77
130+34.99	73.29L	1,758,957.98	1,029,432.92
130+35.00	78.29L	1,758,958.14	1,029,437.92
131+62.43	73.00L	1,758,830.60	1,029,436.85
131+92.39	72.93L	1,758,800.66	1,029,437.77
131+92.44	92.90L	1,758,801.27	1,029,457.74
132+92.77	72.43L	1,758,700.70	1,029,440.86
132+92.89	87.51L	1,758,701.17	1,029,455.93
132+92.94	94.58L	1,758,701.39	1,029,463.00
133+07.85	72.32L	1,758,685.63	1,029,441.32
133+14.92	72.26L	1,758,678.57	1,029,441.54

LINE TABLE

L1	N51°16'41"W	46.85
L2	S68°27'20"E	38.80
L3	S01°46'00"E	15.07
L4	N88°14'07"E	49.40
L5	S01°45'53"E	5.00
L6	S88°14'07"W	43.54
L7	N51°16'41"W	7.70
L8	S01°46'00"E	16.87
L9	S88°14'07"W	14.00
L10	S01°45'53"E	5.07
L11	S01°45'53"E	9.93
L12	N88°14'07"E	28.67
L13	S57°10'47"W	39.10
L14	N01°46'00"W	5.84
L15	N01°46'00"W	50.01
L16	N89°15'53"E	40.00
L17	S01°46'00"E	50.01
L18	S89°15'53"W	40.00
L19	S01°46'00"E	37.24
L20	N01°46'00"W	37.15
L21	S01°46'00"E	29.96
L22	N35°27'13"W	36.01
L23	S88°14'00"W	19.97

PARCEL	OWNER	TOTAL AREA	AREA TAKEN ADD.	AREA TAKEN EXIST.	REM. AREA	EASEMENT	EASEMENT PURPOSE	PERMANENT TAX INDEX NUMBER
0019 0019TE	SOUTHFIELD OFFICE CENTER CONDOMINIUM ASSOCIATION	1.717	0.006		1.711	0.005	TEMP ESMT	05-06-23-402-023
0020 0020TE-A 0020TE-B	LAKESIDE BANK, AS TRUSTEE TR. NO. 20-1040	2.084	0.013		2.071	0.010 0.046	TEMP ESMT TEMP ESMT	05-06-23-401-004
0021TE-A 0021TE-B	ABM BUSINESS LLC	0.995			0.995	0.004 0.007	TEMP ESMT TEMP ESMT	05-06-23-401-003 05-06-23-401-002
0023 0023TE	ARCHLAND PROPERTY II, L.P.	1.187	0.003		1.184	0.003	TEMP ESMT	05-06-23-402-004

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, SCOTT A. LUTZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, THAT ALL MONUMENTS FOUND ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR CITY OF JOLIET, WILL COUNTY, STATE OF ILLINOIS.

PATRICK ENGINEERING INC.
PROFESSIONAL DESIGN FIRM
NUMBER 184-000409
LICENSE EXPIRES 4/30/2023

BY: ---------- DATE: ----------
SCOTT A. LUTZ, I.P.L.S. NO. 3511
LICENSE EXPIRES NOVEMBER 30, 2022

SYMBOL LEGEND

- EXISTING R.O.W. LINE
- EDGE OF PAVEMENT
- EXISTING EASEMENT LINE
- PROPERTY LINE
- INTERNAL PROPERTY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT LINE
- PROPOSED PERMANENT EASEMENT LINE
- SECTION LINE
- FOUND IRON PIPE
- FOUND IRON ROD
- RIGHT OF WAY MARKER
- PROPOSED RIGHT OF WAY MONUMENT TO BE SET

BASIS OF BEARINGS
STATE PLANE ILLINOIS EAST ZONE NAD83
ALL DIMENSIONS SHOWN HEREON
ARE IN GRID COORDINATES

50' 0' 50' 100'

[A] 5' SHADE TREE EASEMENT DOC. NO. R99-094144

[B] 10' DRAINAGE EASEMENT DOC. NO. R99-094144

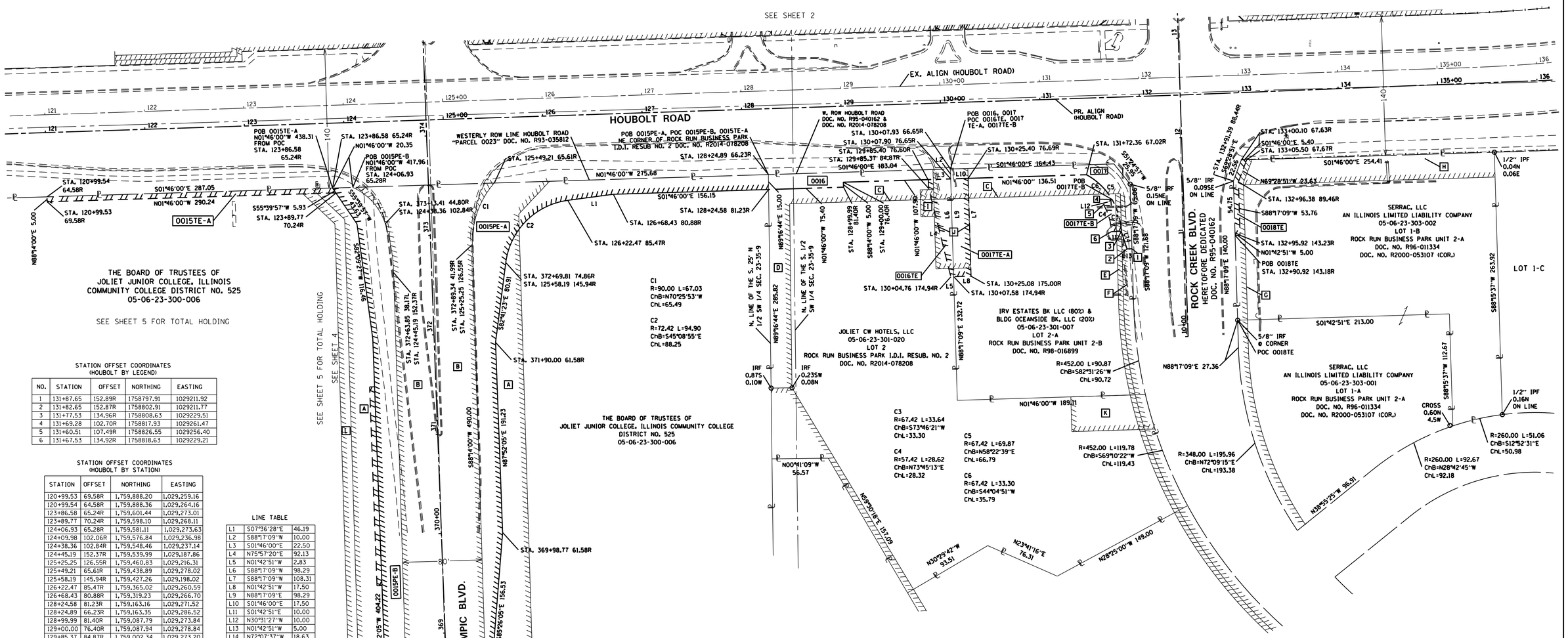
[C] 10' PUBLIC UTILITY EASEMENT DOC. NO. R99-094144

PATRICK ENGINEERING INC.
4970 VARSITY DRIVE
LISLE, IL 60532
patrickengineering.com
Design Firm License No. 184-000409

MODEL: POH_02
FILE NAME: pw:\\patrickco-pw.bentley.com:patrickco-pw-12\Documents\City_of_Joliet\22177.012 Olympic Blvd\Drawings_SMTM\POH_22177.012_Olympic_Blvd

USER NAME = mcontreras	DESIGNED - PEI	REVISED - 01/04/2022	**ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS**	ROUTE	SECTION	COUNTY WILL JOB# 22177.012
	DRAWN - MMC/RJP	REVISED - 03/03/2022		SEC 23	T 35 N, R 09 E, 3RD P.M.	PROJECT#
PLOT SCALE = 1.0000 ' / in.	CHECKED - SL	REVISED -		SCALE: 1"=50'	SHEET NO. 2 OF 5 SHEETS	STA 121+00 TO STA 135+00 CONTRACT NO. N/A
PLOT DATE = 3/3/2022	DATE - 10/25/2021	REVISED -				

PART OF THE N 1/2 OF THE SW 1/4 OF SEC. 23, TWP. 35 N., R. 09 E. OF THE 3RD P.M., WILL COUNTY, ILLINOIS.



STATION OFFSET COORDINATES (HOUBOLT BY LEGEND)

NO.	STATION	OFFSET	NORTHING	EASTING
1	131+87.65	152.89R	1758797.91	1029211.92
2	131+82.65	152.87R	1758802.91	1029211.77
3	131+77.53	134.96R	1758808.63	1029229.51
4	131+69.28	102.70R	1758817.93	1029261.47
5	131+60.51	107.49R	1758826.55	1029256.40
6	131+67.53	134.92R	1758818.63	1029229.21

STATION OFFSET COORDINATES (HOUBOLT BY STATION)

STATION	OFFSET	NORTHING	EASTING
120+99.53	69.58R	1,759,888.20	1,029,259.16
120+99.54	64.58R	1,759,888.36	1,029,264.16
123+86.58	65.24R	1,759,601.44	1,029,273.01
123+89.77	70.24R	1,759,598.10	1,029,268.11
124+06.93	65.28R	1,759,581.11	1,029,273.63
124+09.98	102.06R	1,759,576.84	1,029,236.98
124+38.36	102.84R	1,759,548.46	1,029,237.14
124+45.19	152.37R	1,759,539.99	1,029,187.86
125+25.25	126.55R	1,759,460.83	1,029,216.31
125+49.21	65.61R	1,759,438.89	1,029,278.02
125+58.19	145.94R	1,759,427.26	1,029,198.02
126+22.47	85.47R	1,759,365.02	1,029,260.59
126+68.43	80.88R	1,759,319.23	1,029,266.70
128+24.58	81.23R	1,759,163.16	1,029,271.52
128+24.89	66.23R	1,759,163.35	1,029,286.52
128+99.99	81.40R	1,759,087.79	1,029,273.84
129+00.00	76.40R	1,759,087.94	1,029,278.84
129+85.37	84.87R	1,759,002.34	1,029,273.20
129+85.40	76.60R	1,759,002.59	1,029,281.47
130+04.76	174.94R	1,758,979.98	1,029,183.83
130+07.58	174.95R	1,758,977.16	1,029,183.92
130+07.90	76.65R	1,758,980.10	1,029,282.17
130+07.93	66.65R	1,758,980.40	1,029,292.16
130+25.08	175.00R	1,758,959.66	1,029,184.44
130+25.40	76.69R	1,758,962.60	1,029,282.71
131+44.41	76.96R	1,758,843.65	1,029,286.38
131+60.51	107.49R	1,758,826.55	1,029,256.40
131+67.53	134.93R	1,758,818.63	1,029,229.21
131+69.28	102.70R	1,758,817.93	1,029,261.47
131+72.36	67.02R	1,758,816.04	1,029,297.23
131+77.53	134.96R	1,758,808.63	1,029,229.50
131+82.65	152.87R	1,758,802.91	1,029,211.77
131+87.65	152.89R	1,758,797.91	1,029,211.92
131+87.86	87.83R	1,758,799.86	1,029,276.95
132+90.92	143.18R	1,758,694.27	1,029,225.33
132+91.39	88.44R	1,758,695.91	1,029,280.05
132+95.92	143.23R	1,758,689.28	1,029,225.48
132+96.38	89.46R	1,758,690.89	1,029,279.22
133+00.10	67.63R	1,758,688.00	1,029,301.18
133+05.50	67.67R	1,758,682.60	1,029,301.35

LINE TABLE

L1	S07°36'28"E	46.19
L2	S88°17'09"W	10.00
L3	S01°46'00"E	22.50
L4	N75°57'20"E	92.13
L5	N01°42'51"W	2.83
L6	S88°17'09"W	98.29
L7	S88°17'09"W	108.31
L8	N01°42'51"W	17.50
L9	N88°17'09"E	98.29
L10	S01°46'00"E	17.50
L11	S01°42'51"E	10.00
L12	N30°31'27"W	10.00
L13	N01°42'51"W	5.00
L14	N72°07'37"W	18.63

- **A** LANDSCAPING EASEMENT DOC. NO. R90-056433
- **B** ROADWAY/UTILITY EASEMENT DOC. NO. R90-056433
- **C** 30' PUBLIC UTILITY EASEMENT DOC. NO. R96-023013
- **D** 20' PUBLIC UTILITY & DRAINAGE EASEMENT DOC. NO. R95-040162
- **E** 5' UTILITY EASEMENT DOC. NO. R95-040162/R98-016899
- **F** 10' PUBLIC UTILITY & DRAINAGE EASEMENT DOC. NO. R95-040162/R98-016899
- **G** 10' PUBLIC UTILITY & DRAINAGE EASEMENT DOC. NO. R95-040162
- **H** 25' PUBLIC UTILITY & DRAINAGE EASEMENT DOC. NO. R96-023013 (NOT SHOWN ON PRIOR PLATS)
- **I** 27' X 13.5' PERMANENT SIGNAGE EASEMENT DOC. NO. R2016-044994
- **J** 35' X 100' INGRESS/EGRESS EASEMENT DOC. NO. R98-016899
- **K** 35' X 75' INGRESS/EGRESS EASEMENT DOC. NO. R98-016899
- **L** 10' NICOR GAS EASEMENT DOC. NO. R2004-082582

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, SCOTT A. LUTZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, THAT ALL MONUMENTS FOUND ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR CITY OF JOLIET, WILL COUNTY, STATE OF ILLINOIS.

PATRICK ENGINEERING INC.
PROFESSIONAL DESIGN FIRM
NUMBER 184-000409
LICENSE EXPIRES 4/30/2023

BY: ---------- DATE: ----------
SCOTT A. LUTZ, I.P.L.S. NO. 3511
LICENSE EXPIRES NOVEMBER 30, 2022

SYMBOL LEGEND

- EXISTING R.O.W. LINE
- EDGE OF PAVEMENT
- EXISTING EASEMENT LINE
- PROPERTY LINE
- INTERNAL PROPERTY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT LINE
- PROPOSED PERMANENT EASEMENT LINE
- SECTION LINE
- FOUND IRON PIPE
- FOUND IRON ROD
- RIGHT OF WAY MARKER
- PROPOSED RIGHT OF WAY MONUMENT TO BE SET

PARCEL	OWNER	TOTAL AREA	AREA TAKEN ADD.	AREA TAKEN EXIST.	REM. AREA	EASEMENT	EASEMENT PURPOSE	PERMANENT TAX INDEX NUMBER
0015PE-A 0015PE-B 0015TE-A 0015TE-B 0015TE-C 0015TE-D	THE BOARD OF TRUSTEES OF JOLIET JUNIOR COLLEGE, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525	59.267•			59.267•	0.367 0.842 0.033 0.149 0.010 0.023	PERM ESMT PERM ESMT TEMP ESMT TEMP ESMT TEMP ESMT TEMP ESMT	05-06-23-300-006
0016 0016TE	JOLIET CW HOTELS, LLC	2.238	0.051		2.187	0.030	TEMP ESMT	05-06-23-301-020
0017 0017TE-A 0017TE-B	IRV ESTATES BK LLC (80%) & BLDG OCEANSIDE BK, LLC (20%	0.964	0.067		0.897	0.039 0.007	TEMP ESMT TEMP ESMT	05-06-23-301-007
0018TE	SERRAC, LLC AN ILLINOIS LIMITED LIABILITY COMPANY	1.853				0.009	TEMP ESMT	05-06-23-303-001 05-06-23-303-002

• TOTAL ACREAGE INCLUDES 51.969 AC. EAST AND 7.298 AC. WEST OF DOC NO. R72-029344

AREAS ARE IN ACRES UNLESS NOTED.

BASIS OF BEARINGS
STATE PLANE ILLINOIS EAST ZONE NAD83
ALL DIMENSIONS SHOWN HEREON ARE IN GRID COORDINATES

50' 0' 50' 100'

PATRICK ENGINEERING
PATRICK ENGINEERING INC.
4970 VARSITY DRIVE
LISLE, IL 60532
patrickengineering.com
Design Firm License No. 184-000409

MODEL: POH_03
FILE NAME: pw:\\patrickco-pw.bentley.com:patrickco-pw-12\Documents\City of Joliet\22177.012 Olympic Blvd\Drawings_SMTM\POH 22177.012 Olympic Blvd

USER NAME = mcontreras	DESIGNED - PEI	REVISED - 01/04/2022	**ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS**	ROUTE	SECTION
	DRAWN - MMC/RJP	REVISED - 03/03/2022		SEC 23	T 35 N, R 09 E, 3RD P.M.
PLOT SCALE = 1.0000 ' / in.	CHECKED - SL	REVISED -		SCALE: 1"=50'	SHEET NO. 3 OF 5 SHEETS
PLOT DATE = 3/3/2022	DATE - 10/25/2021	REVISED -		COUNTY WILL	JOB# 22177.012
				PROJECT#	
				STA 120+99.53 TO STA 136+00	CONTRACT NO. N/A

PART OF THE N 1/2 OF THE SW 1/4 OF SEC. 23, TWP. 35 N., R. 09 E. OF THE 3RD P.M., WILL COUNTY, ILLINOIS.

STATION OFFSET COORDINATES
(OLYMPIC BY STATION)

STATION	OFFSET	NORTHING	EASTING
361+85.39	61.58L	1759149.94	1028221.51
361+96.23	39.76L	1759150.25	1028245.86
363+00.39	39.65L	1759244.07	1028291.11
363+00.39	61.58L	1759253.58	1028271.35
363+74.86	61.58L	1759326.44	1028314.05
363+81.52	156.91L	1759388.49	1028241.22
363+84.97	221.73L	1759430.65	1028191.74
364+52.26	221.97L	1759506.77	1028256.60
364+55.94	157.18L	1759464.61	1028306.07
364+63.08	61.58L	1759402.35	1028379.15
366+50.00	39.58R	1759419.33	1028592.82
366+50.00	44.08R	1759415.10	1028594.39
367+36.89	44.08R	1759435.15	1028670.13
367+38.98	39.16R	1759440.31	1028671.22
367+49.76	44.60R	1759436.36	1028681.69
367+50.00	39.60R	1759441.34	1028681.24
367+93.24	41.33R	1759443.04	1028720.62
367+94.21	61.58L	1759545.91	1028717.67
367+99.35	38.87R	1759445.72	1028726.55
367+99.86	41.13L	1759525.68	1028724.08
368+43.31	43.33R	1759442.90	1028770.64
369+50.00	61.58L	1759551.71	1028873.36
369+50.00	66.58L	1759556.70	1028873.17
369+98.77	61.58R	1759430.44	1028926.67
371+50.00	66.58L	1759564.14	1029073.03
371+50.00	61.58L	1759559.15	1029073.22
371+90.00	61.58R	1759437.55	1029117.77
371+98.42	61.58L	1759560.95	1029121.61
372+63.85	38.17L	1759539.99	1029187.86
372+69.81	74.86R	1759427.26	1029198.02
372+89.34	41.99R	1759460.83	1029216.31
373+13.41	44.80L	1759548.46	1029237.14
373+14.31	73.17L	1759576.84	1029236.98
373+30.02	139.38R	1759365.02	1029260.59
373+33.43	341.51R	1759163.16	1029271.52
373+34.43	185.36R	1759319.23	1029266.70
373+46.32	112.15L	1759616.98	1029267.53
373+48.43	341.88R	1759163.35	1029286.52
373+50.19	66.21R	1759438.89	1029278.02
373+51.09	76.07L	1759581.11	1029273.63
373+51.22	96.42L	1759601.45	1029273.01
373+51.36	117.12L	1759622.13	1029272.37

LINE TABLE

L1	N01°46'00"W	20.35
L2	S55°39'57"W	43.63
L3	S07°36'28"E	46.19

THE BOARD OF TRUSTEES OF
JOLIET JUNIOR COLLEGE, ILLINOIS
COMMUNITY COLLEGE DISTRICT NO. 525
05-06-23-300-006

SEE SHEET 5 FOR TOTAL HOLDING

THE BOARD OF TRUSTEES OF
JOLIET JUNIOR COLLEGE, ILLINOIS
COMMUNITY COLLEGE DISTRICT NO. 525
05-06-23-300-006

SEE SHEET 5 FOR TOTAL HOLDING

OLYMPIC BLVD.

HOUBOLT ROAD

0015TE-A
0015TE-B
0015TE-C
0015TE-D
0015PE-A
0015PE-B

POB 0015TE-A
STA. 373+51.22
124+86.58
96.42L
65.24R

POC 0015TE-B, 0015TE-D, POB 0015TE-A

POB 0015PE-B
NE CORNER OF
ROCK RUN
BUSINESS PARK
STA. 373+51.09
76.07L
417.96

POC 0015PE-A, POC 0015PE-B, 0015TE-C
NE CORNER OF ROCK RUN BUSINESS PARK
STA. 373+48.43 341.88R
STA. 126+24.89 662.38R

PC STA. 373+13.41 44.80L

PC STA. 372+63.85
38.17L

STA. 372+89.34 41.99R
STA. 125+25.25 126.55R

STA. 373+50.19 66.21R
STA. 125+58.51 144.16R

STA. 372+69.81 74.86R
STA. 125+58.19 145.94R

STA. 373+30.02 139.38R
STA. 126+22.41 85.47R

STA. 373+34.43 185.36R
STA. 126+68.43 80.88R

STA. 373+46.32 112.15L
STA. 126+79.89 6.62L

STA. 373+48.43 341.88R
STA. 126+24.89 662.38R

STA. 373+51.36 117.12L
STA. 125+56.15 156.15L

STA. 363+84.97 221.73L
STA. 363+81.52 156.91L
STA. 363+74.86 61.58L
PT STA. 363+00.39 61.58L
STA. 361+85.39 61.58L
N89°16'44"E 24.36
STA. 361+96.23 39.76L
STA. 364+52.26 221.97L
STA. 364+55.94 157.18L
STA. 364+63.08 61.58L
STA. 367+94.21 61.58L
PT STA. 367+99.86 41.13L
STA. 367+38.98 39.16R
STA. 367+99.35 38.87R
STA. 367+36.89 44.08R
STA. 367+49.76 44.60R
STA. 367+50.00 39.60R
STA. 367+93.24 41.33R
STA. 368+43.31 43.33R
STA. 366+50.00 39.58R
STA. 366+50.00 44.08R
STA. 369+98.77 61.58R
STA. 371+90.00 61.58R
STA. 369+50.00 61.58L
STA. 371+50.00 66.58L
STA. 371+98.42 61.58L

N49°34'05"W 65.00
N49°34'05"W 96.00
S40°25'55"W 100.00
S49°34'05"E 100.00
N49°34'05"W 65.00
N49°34'05"W 165.88
S25°41'03"W 115.00
N25°48'45"E 104.17
PC STA. 363+00.39 39.65L
R=516.58 L=375.95
ChB=S67°01'09"W ChL=367.71
R=497.50 L=543.06
ChB=N58°51'34"E ChL=516.49
S20°17'29"E 4.50
N05°10'58"E 5.00
S20°07'55"W 5.00
S81°52'05"W 404.22
N87°52'05"E 200.00
S81°52'05"W 200.00
N88°14'00"E 464.00
S88°14'00"W 490.00
S89°50'28"E 50.02
S85°26'05"E 156.53
N87°52'05"W 191.23
S82°41'23"E 80.31
N01°46'00"W 417.96
S01°14'00"E 156.15

C1
R=90.00 L=67.03
ChB=N70°25'53"W
ChL=65.49

C2
R=72.42 L=94.90
ChB=S45°08'55"E
ChL=88.25

C3
R=415.92 L=49.51
ChB=N86°50'21"E
ChL=49.48

C4
R=417.50 L=55.64
ChB=S84°24'45"W
ChL=55.59

C5
R=410.92 L=11.63
ChB=N84°00'23"E
ChL=11.63

C6
R=415.92 L=10.08
ChB=S84°07'23"W
ChL=10.08

C7
R=410.92 L=78.47
ChB=N75°10'45"E
ChL=78.35

C8
R=417.50 L=81.28
ChB=S75°01'04"W
ChL=81.15

C9
R=516.58 L=84.55
ChB=S30°22'22"W
ChL=84.45

C10
R=180.00 L=50.16
ChB=N80°14'59"E
ChL=50.00

C11
R=60.00 L=50.44
ChB=N48°10'53"E
ChL=48.97

IRF
0.87S
0.10W

IRF
0.23SW
0.08N

N, LINE OF THE S. 25' N
1/2 SW 1/4 SEC. 23-35-9

N. LINE OF THE S. 1/2
SW 1/4 SEC. 23-35-9

SEE SHEET 3

SEE SHEET 2

A LANDSCAPING EASEMENT
DOC. NO. R90-056433

B ROADWAY/UTILITY EASEMENT
DOC. NO. R90-056433

C ACCESS EASEMENT DOC. NO. R90-56433,
AMENDED BY DOC. NO. R96-073909 &
R2001-133017

D 20' PUBLIC UTILITY & DRAINAGE EASEMENT
DOC. NO. R95-040162

E 10' NICOR GAS EASEMENT
DOC. NO. R2004-082582

F 10' NICOR GAS EASEMENT
DOC. NO. R2002-131983

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, SCOTT A. LUTZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. THAT ALL MONUMENTS FOUND ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR CITY OF JOLIET, WILL COUNTY, STATE OF ILLINOIS.

PATRICK ENGINEERING INC.
PROFESSIONAL DESIGN FIRM
NUMBER 184-000409
LICENSE EXPIRES 4/30/2023

BY: ---------- DATE: ----------
SCOTT A. LUTZ, I.P.L.S. NO. 3511
LICENSE EXPIRES NOVEMBER 30, 2022

SYMBOL LEGEND

- EXISTING R.O.W. LINE
- EDGE OF PAVEMENT
- EXISTING EASEMENT LINE
- PROPERTY LINE
- INTERNAL PROPERTY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT LINE
- PROPOSED PERMANENT EASEMENT LINE
- SECTION LINE
- FOUND IRON PIPE
- FOUND IRON ROD
- RIGHT OF WAY MARKER
- PROPOSED RIGHT OF WAY MONUMENT TO BE SET

PARCEL	OWNER	TOTAL AREA	AREA TAKEN ADD.	AREA TAKEN EXIST.	REM. AREA	EASEMENT	EASEMENT PURPOSE	PERMANENT TAX INDEX NUMBER
0015PE-A	THE BOARD OF TRUSTEES OF JOLIET JUNIOR COLLEGE, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525	59.267•			59.267•	0.367	PERM ESMT	05-06-23-300-006
0015PE-B						0.842	PERM ESMT	
0015TE-A						0.033	TEMP ESMT	
0015TE-B						0.149	TEMP ESMT	
0015TE-C						0.010	TEMP ESMT	
0015TE-D						0.023	TEMP ESMT	

• TOTAL ACREAGE INCLUDES 51.969 AC. EAST AND 7.298 AC. WEST OF DOC NO. R72-029344

AREAS ARE IN ACRES UNLESS NOTED.

BASIS OF BEARINGS
STATE PLANE ILLINOIS EAST ZONE NAD83
ALL DIMENSIONS SHOWN HEREON
ARE IN GRID COORDINATES

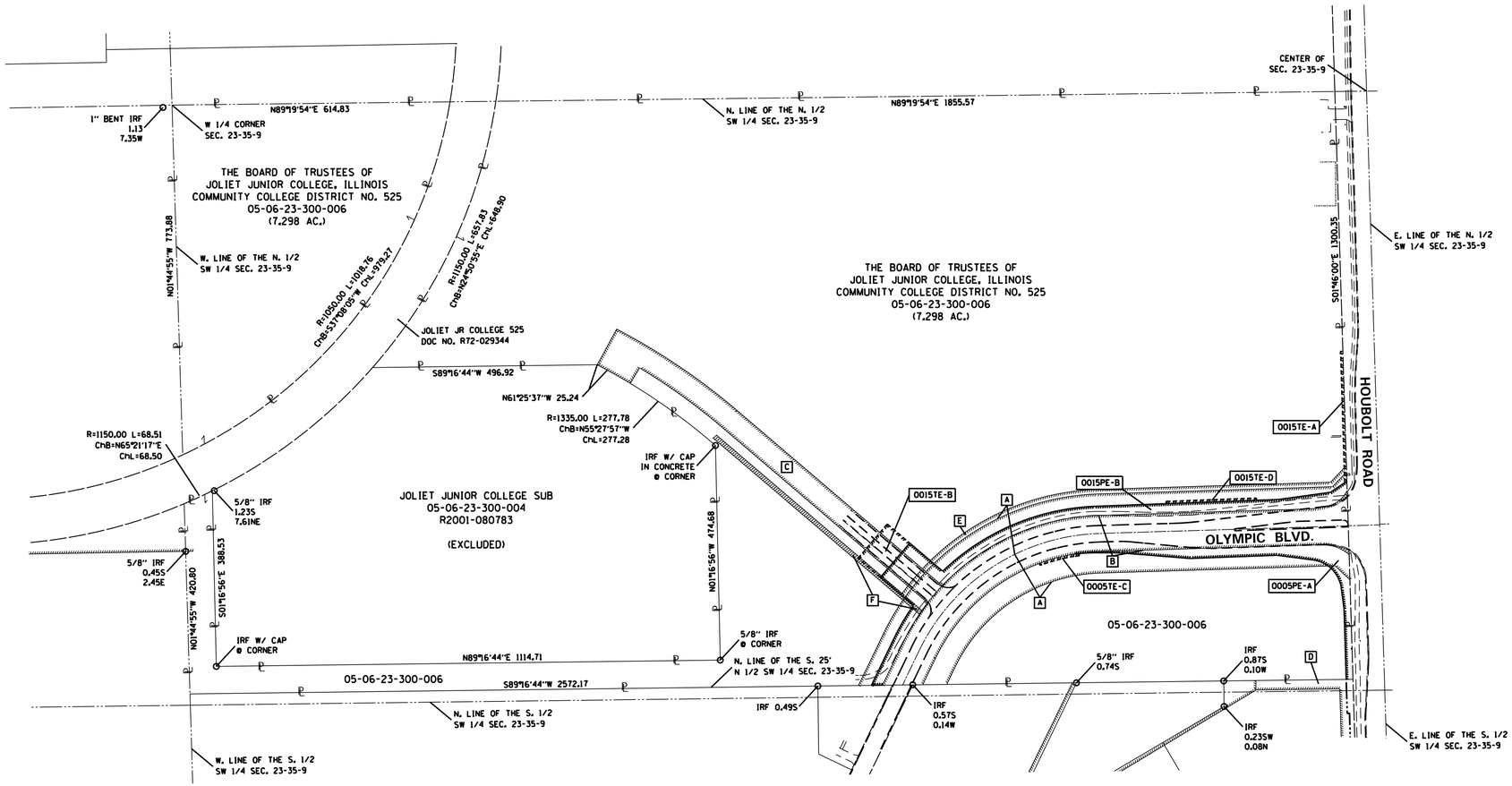
50' 0' 50' 100'

PATRICK ENGINEERING INC.
4970 VARSITY DRIVE
LISLE, IL 60532
patrickengineering.com
Design Firm License No. 184-000409

USER NAME = mcontreras	DESIGNED - PEI	REVISED - 01/04/2022	**ILLINOIS DEPARTMENT OF TRANSPORTATION**	ROUTE	SECTION	COUNTY WILL JOB# 22177.012
	DRAWN - MMC/RJP	REVISED - 03/03/2022	**PLAT OF HIGHWAYS**	SEC 23	T 35 N, R 09 E, 3RD P.M.	PROJECT#
PLOT SCALE = 1.0000 ' / in.	CHECKED - SL	REVISED -		SCALE: 1"=50'	SHEET NO. 4 OF 5 SHEETS	STA 362+00 TO STA 374+00 CONTRACT NO. N/A
PLOT DATE = 3/3/2022	DATE - 10/25/2021	REVISED -				

MODEL: POH_04
FILE NAME: pw:\\patrickco-pw.bentley.com:patrickco-pw-12\Documents\City of Joliet\22177.012 Olympic Blvd\Drawings SMITA\POH 22177.012 Olympic Blvd

PART OF THE N 1/2 OF THE SW 1/4 OF SEC. 23, TWP. 35 N., R. 09 E. OF THE 3RD P.M., WILL COUNTY, ILLINOIS.



[A] LANDSCAPING EASEMENT
DOC. NO. R90-056433

[B] ROADWAY/UTILITY EASEMENT
DOC. NO. R90-056433

[C] ACCESS EASEMENT DOC. NO. R90-56433, AMENDED BY DOC. NO. R96-073909 & R2001-133017

[D] 20' PUBLIC UTILITY & DRAINAGE EASEMENT
DOC. NO. R95-040162

[E] 10' NICOR GAS EASEMENT
DOC. NO. R2004-082582

[F] 10' NICOR GAS EASEMENT
DOC. NO. R2002-131983

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

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PATRICK ENGINEERING INC.
PROFESSIONAL DESIGN FIRM
NUMBER 184-000409
LICENSE EXPIRES 4/30/2023

BY: ---------- DATE: ----------
SCOTT A. LUTZ, I.P.L.S. NO. 3511
LICENSE EXPIRES NOVEMBER 30, 2022

SYMBOL LEGEND

- EXISTING R.O.W. LINE
- EDGE OF PAVEMENT
- EXISTING EASEMENT LINE
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- FOUND IRON PIPE
- FOUND IRON ROD
- RIGHT OF WAY MARKER
- PROPOSED RIGHT OF WAY MONUMENT TO BE SET

N

BASIS OF BEARINGS
STATE PLANE ILLINOIS EAST ZONE NAD83
ALL DIMENSIONS SHOWN HEREON
ARE IN GRID COORDINATES

150' 0' 150' 300'

PATRICK ENGINEERING
PATRICK ENGINEERING INC.
4970 VARSITY DRIVE
LISLE, IL 60532
patrickengineering.com
Design Firm License No. 184-000409

USER NAME = mcontreras	DESIGNED - PEI	REVISED - 01/04/2022	**ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS**	ROUTE	SECTION	COUNTY WILL JOB# 22177.012
	DRAWN - MMC/RJP	REVISED - 03/03/2022		SEC 23	T 35 N, R 09 E, 3RD P.M.	PROJECT#
PLOT SCALE = 1.0000 ' / in.	CHECKED - SL	REVISED -		SCALE: 1"=150'	SHEET NO. 5 OF 5 SHEETS	STA 362+00 TO STA 374+00 CONTRACT NO. N/A
PLOT DATE = 3/3/2022	DATE - 10/25/2021	REVISED -				

MODEL: PDH_05
FILE NAME: pw:\patrickcc-pw.bentley.com:patrickcc-pw-12\Documents\City of Joliet\22177.012 Olympic Blvd\Drawings_SMTM\PDH_22177.012_Olympic_Blvd

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 195-23

File ID: 195-23 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: Public Works **Final Action:**

Title: Resolution Authorizing the Acquisition of Right-of-Way for the Olympic Boulevard Improvement Project Parcels 0008,0009, 0010, 0015, 0019, 0022, and 0023

Agenda Date: 04/18/2023

Attachments: Resolution, Olmpic Aquisition Exhibit A -Parcel 0008.pdf, Olmpic Aquisition Exhibit B - Parcel 0009.pdf, Olmpic Aquisition Exhibit C - Parcel 0010.pdf, Olmpic Aquisition Exhibit D - Parcel 0015.pdf, Olmpic Aquisition Exhibit E - Parcel 0019.pdf, Olmpic Aquisition Exhibit F - Parcel 0022.pdf, Olympic Acquisition Exhibit G - Parcel 0023.pdf, Olympic Plat Exhibit 1 of 2.pdf, Olympic Plat Exhibit 2 of 2.pdf

Entered by: gruddy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/12/2023	Greg Ruddy	Approve	4/13/2023
1	2	4/12/2023	Kevin Sing	Approve	4/14/2023
1	3	4/12/2023	Sabrina Spano	Approve	4/14/2023
1	4	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 196-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Resolution Authorizing the Execution of an Extension of the Intergovernmental Agreement between the City of Joliet, the Illinois Department of Corrections, and the Illinois Department of Central Management Services Regarding the Joliet Correctional Center

BACKGROUND:
On December 27, 2017, the City entered into an Intergovernmental Agreement with the Illinois Department of Corrections and the Illinois Department of Central Management Services regarding the use of the Joliet Correctional Center, which had been unused by the State of Illinois since 2002 and had fallen into a state of disrepair. The original IGA was for a period of five years and expired on December 31, 2022.

The original intergovernmental agreement granted the city the use and possession of the property. It is well known that, in the past five years, the City has partnered with the Joliet Area Historical Museum, as well as 13th Floor Productions in order to provide educational, cultural, and entertainment services at the facility. These efforts have been very successful.

Since the original IGA, there has been much turnover in the administration of IDOC and CMS, negotiating an extension has proven difficult and time consuming. The parties have agreed to execute a one year extension in order to facilitate the continued programming at the facility for the remainder of the year. During this time the parties are negotiating a longer term Agreement which we hope to complete before the end of the year.

This extension has been approved by the Prison Committee.

RECOMMENDATION:
The Administration recommends the Mayor and the City Council approve the attached Resolution which authorizes the execution of an extension of the intergovernmental agreement between the City of Joliet, the Illinois Department of Corrections, and the Illinois Department of Central Management Services regarding the Joliet Correctional Center.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET, THE ILLINOIS DEPARTMENT OF CORRECTIONS, AND THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES REGARDING THE JOLIET CORRECTIONAL CENTER
(Amendment Extending Original IGA for One Year)

WHEREAS, the City of JOLIET, Illinois (City) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Mayor and City Council recognize that property which is located within the City of Joliet should be utilized to its fullest potential in order to benefit the citizens of the City of Joliet; and

WHEREAS, the Mayor and City Council recognize that the City of Joliet has an interest in the commercial and recreational development of unused and underdeveloped properties; and

WHEREAS, the Mayor and City Council recognize that the facility which once housed the Joliet Correctional Center has been vacant and unused since 2002; and

WHEREAS, the Mayor and City Council recognize that stabilizing and redeveloping the property in and around the former Joliet Correctional Center would bring economic benefit to the surrounding area, as well as the City as a whole; and

WHEREAS, the Mayor and City Council recognize that entering into this agreement with the appropriate state agencies will create opportunity to redevelop this site for commercial and recreational uses; and

WHEREAS, the Mayor and City Council approved an Intergovernmental Agreement on 2017 which expired in December of 2022; and

WHEREAS, the Mayor and City Council wish to extend the original Agreement for one year; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that a unit of local government may contract with other units of government and the State of Illinois; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.) authorizes municipalities to exercise jointly with any agency of State government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the City of Joliet is a home rule unit of local government which is authorized to enter into Intergovernmental Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to enter into an amended intergovernmental agreement with the Illinois Department of Corrections and the Illinois Department of Central Management Services regarding the Joliet Correctional Center.

SECTION 2: The Mayor is hereby authorized to execute the Amendment to the Intergovernmental Agreement attached as Exhibit 1.

SECTION 3: This Resolution shall take effect upon its passage and approval.

SECTION 4: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed.

SECTION 5: Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

PASSED this _____ day of _____, 2023.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

INTERGOVERNMENTAL AGREEMENT – 2022 AMENDMENT TO No. L0086

This 2022 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT No. L0086 ("Amendment"), is made as of December 30, 2022 ("Effective Date") among the following parties:

> the State of Illinois, through its Department of Central Management Services, having offices at 555 W. Monroe Street FL13, Chicago, IL 60661 (hereinafter called "CMS" or "DEPARTMENT OF CMS");
>
> also executing this Amendment for the State of Illinois is the Illinois Department of Corrections, having offices at 555 W. Monroe Street FL6, Chicago, IL 60661 (hereinafter called "IDOC" or "DEPARTMENT OF CORRECTIONS");
>
> and the CITY OF JOLIET, an Illinois municipal corporation, in Will County, Illinois (hereinafter called "CITY" or "CITY OF JOLIET"), by and through the Mayor and City Council of the CITY;

and CMS, IDOC, and CITY are sometimes referred to in this Amendment collectively as the "Parties" and sometimes individually as a "Party."

RECITALS:

First: the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that the State "shall encourage intergovernmental cooperation and use its technical and financial resources to assist intergovernmental activities"; and

Second: the provisions of the Intergovernmental Cooperation Act [5 ILCS 220/1 *et seq.*] authorize and encourage intergovernmental cooperation; and

Third: each of the State of Illinois, CMS, IDOC, and the CITY is a "public agency" as defined in the Intergovernmental Cooperation Act [5 ILCS 220/2(1)]; and

Fourth: the Parties previously entered into an INTERGOVERNMENTAL AGREEMENT designated as No. L0086 on December 27, 2017 (the "IGA"); and the IGA concerns the real estate described in the Fifth recital; and

Fifth: The Parties now wish to make an amendatory agreement, for the purposes herein set forth, based on the terms of the IGA, concernibng the following real estate that was the subject of the IGA:

> The State of Illinois owns certain real property, formerly the location of the Joliet Correctional Center, a/k/a the Illinois State Penitentiary, located at 1125 Collins Street, City of Joliet, Joliet Township, Will County, Illinois, Parcel Identification Numbers 30-07-03-105-012-0000, 30-07-03-301-010-0000, 30-07-03-200-005-0000, and 11-04-34-407-027-0000, Site No. C0120, consisting of approximately 143.209 acres east of Collins Street (excepting the ISP Crime Lab

property located at 515 Woodruff Road for which a legal description is attached as Exhibit E to the IGA, and also excepting a public roadway easement granted by CMS and IDOC to the City of Joliet with a plat of easement attached as Exhibit F to the IGA), and approximately 26.292 acres west of Collins Street, and improvements including approximately 52 structures of approximately 455,148 square feet. The real property is sometimes hereinafter called the "Prison" and described in further detail in the Attached Exhibit B — Plat of Survey attached to the IGA, and legal description, and the Exhibit C — Site Plan attached to the IGA;

The foregoing real estate owned by the State of Illinois is the "Real Estate" in this Amendment; and

Sixth: by the terms of the IGA the Real Estate was leased to CITY, but the IGA is due to expire on December 31, 2022; and

Seventh: by this Amendment the Parties agree to extend the term of the IGA to and including December 31, 2023, and the Parties agree to renew the certifications set forth in the IGA.

NOW, THEREFORE, for and in consideration of the premises as expressed in the above Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby covenant and agree as follows:

1. Incorporation of Introductory Matters. The introductory clause and the Recitals set forth above are by this reference incorporated into the body of this Amendment as though fully set forth herein. The Parties hereby confirm that the Recitals are accurate.

2. Renewal and recertification of the certifications in the IGA. The Parties made certain certifications in the IGA, and the Parties hereby renew and recertifiy those certifications as of the Effective Date of this Amendment.

3. Modification of the expiration date. The IGA is hereby amended so that it shall expire on December 31, 2023.

4. Exhibits and attachments. The IGA as originally executed is attached to this Amendment; by this reference the IGA is incorporated into the body of this Amendment as though set forth fully herein.

5. IGA remains unchanged except as stated. Except as expressly stated in this Amendment the IGA remains unchanged and in full force and effect as written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the Parties has caused this instrument to be executed as of the Effective Date, by an authorized person, on behalf of that Party.

DEPARTMENT OF CMS
555 West Monroe Street FL13
Chicago, IL 60661

By: _____

Name: Raven DeVaughn

Title: Acting Director

Date: _____

CITY OF JOLIET
150 West Jefferson Street, Joliet, IL 60432

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF CORRECTIONS
555 West Monroe Street FL 6
Chicago, IL 60661

By: _____

Name: Rob Jeffreys

Title: Director

Date: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 196-23

File ID: 196-23 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: Legal **Final Action:**

Title: Resolution Authorizing the Execution of an Extension of the Intergovernmental Agreement between the City of Joliet, the Illinois Department of Corrections, and the Illinois Department of Central Management Services Regarding the Joliet Correctional Center

Agenda Date: 04/18/2023

Attachments: Resolution, Lease Extension

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	2	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 197-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Resolution Approving a Transit Shelter Agreement between the City of Joliet and Pace (Agreement Regarding a Pace Bus Shelter at St. Joseph's Medical Center)

BACKGROUND:
Pace has erected a bus shelter at St. Joseph's Medical Center. This shelter is not on city right of way, it is on private property. Pace is requesting authorization to connect to a city light pole as a power source, if necessary.

Generally, Pace shelters are solar powered, this is no exception. However, in the event that the solar system proves inadequate, Pace would like the option to connect to a city owned light pole. If they wish to connect, they must first contact the city and obtain all necessary permits and approvals. This proposed Agreement authorizes such a procedure.

RECOMMENDATION:
The Administration recommends that the Mayor and City Council approve this Resolution approving the authorization of a Bus Shelter Agreement between the City of Joliet and Pace.

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RESOLUTION NO. _____

RESOLUTION APPROVING A TRANSIT SHELTER AGREEMENT
BETWEEN THE CITY OF JOLIET AND PACE
(Agreement Regarding a Pace Bus Shelter at St. Joseph's Medical Center)

WHEREAS, the City of JOLIET, Illinois (the "City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, Pace is the Suburban Bus Division of the Regional Transportation Authority; and

WHEREAS, the City seeks to maintain safe and convenient shelters which facilitate public transportation; and

WHEREAS, the City and Pace have agreed that it is necessary to maintain a bus shelter at St. Joseph's Medical Center which may, if necessary utilize a power connection from a city lightpole; and

WHEREAS, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to enter into intergovernmental agreements with other agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the remainder of this Resolution are true, correct and complete and are hereby incorporated into this Resolution by reference.

SECTION 2: The Mayor and the City Council hereby find and determine that it is necessary and beneficial to the City of Joliet to enter into a Transit Shelter Agreement with Pace.

SECTION 3. The Mayor and City Clerk are hereby authorized to execute the Agreement, which is substantially the same as Exhibit "1" attached hereto and incorporated herein. The City Manager is authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 4: This Resolution shall take effect upon its passage and approval.

SECTION 5: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed.

SECTION 6: Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

PASSED this _____ day of _____, 2023.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

ADVERTISING TRANSIT SHELTER AGREEMENT

This advertising transit shelter agreement ("Agreement") is entered among Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace"); the City of Joliet, an Illinois municipal corporation ("City"); and Presence Central and Suburban Hospitals Network currently doing business as Presence Saint Joseph Medical Center and formerly doing business as Provena St. Joseph Medical Center, an Illinois not-for-profit corporation ("SJMC").

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

Pace and the City are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

SJMC is the sole titleholder of the real property located at 333 N. Madison Street, Joliet, Illinois 60435 ("333 Property") and 330 N. Madison Street, Joliet, Illinois 60435 ("330 Property") (the 333 Property and the 330 Property are sometimes individually referred to as a "Property" and collectively referred to as the "Properties" in this Agreement).

On July 8, 2015, Pace, the City, Provena St. Joseph Medical Center, and Titan Outdoor ("Titan") entered into an advertising transit shelter agreement ("2015 Agreement") regarding a Pace-owned advertising transit shelter on the 333 Property ("West-Side Shelter") and a Pace-owned advertising transit shelter on the 330 Property ("East-Side Shelter") (the West-Side Shelter and the East-Side Shelter are sometimes individually referred to as a "Shelter" and collectively referred to as the "Shelters" in this Agreement).

Titan is a party to the 2015 Agreement by virtue of its agreement with Pace for the acquisition, installation, and maintenance of passenger shelters within Pace's service region and for the sale of advertising space on those shelters.

Titan is no longer providing passenger shelter-related services to Pace as its agreement with Pace has expired.

On October 3, 2022, Pace terminated the 2015 Agreement effective October 10, 2022.

An agreement is needed to establish the respective rights and obligations of Pace, the City, and SJMC regarding the Shelters.

The parties agree as follows:

1. **Grant and Scope of Licenses**. SJMC grants to Pace and its directors, officers, agents, employees, contractors, and subcontractors ("Pace Licensees") a non-exclusive license to use that portion of each of the Properties, as depicted in exhibit A, for Shelter-related construction, installation, maintenance, repair, replacement, and/or removal, including installation, maintenance, repair, replacement, and/or removal of an electronic bus tracker sign ("Sign") on each Shelter; installation, maintenance, repair, replacement, and/or removal of the freestanding solar panel depicted in exhibit A ("FSP"); connection of Shelter lighting and Signs to and disconnection of Shelter lighting and Signs from their respective power source; display and removal of Shelter advertising; affixation of Pace static bus route information and/or detour notices to the Shelters; Property restoration; and any repair and maintenance of the light pole depicted in exhibit A ("Light Pole") that Pace Licensees may perform, in Pace's sole discretion, pursuant to paragraph 13(b) ("Pace License"). SJMC shall: (a) allow the public to use the Shelters in connection with boarding and alighting from Pace buses and to use other portions of the Properties as may reasonably be required for access to and from the Shelters and Signs; (b) allow Pace Licensees to use other portions of the Properties as may reasonably be required for access to and from the Shelters, Signs, FSP, and Light Pole; (c) prevent obstruction of or interference with access to and from the Shelters, Signs, FSP, and Light Pole; and (d) prevent the Shelters from being used for any purpose other than as Pace advertising transit shelters.

SJMC grants the City and its directors, officers, agents, employees, contractors, and subcontractors ("City Licensees") a non-exclusive license to use that portion of each of the Properties, as depicted in exhibit A, for any disconnection, removal, and restoration that City Licensees may perform, in the City's sole discretion, pursuant to paragraphs 14(b) and 15(b) ("City License"). SJMC shall allow City Licensees to use other portions of the Properties as may reasonably be required for access to and from the Shelters, Signs, FSP, and Light Pole.

The Pace License and the City License are sometimes individually referred to as a "License" and collectively referred to as the "Licenses" in this Agreement. SJMC will not be entitled to any payment for the Licenses.

2. **Effective Date**. This Agreement is effective beginning on the date on which Pace signs this Agreement ("Effective Date"). If a party signs this Agreement but fails to date its signature, the date that the last of the other parties receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

3. **Term**. This Agreement will remain in effect for an initial term of three years following the Effective Date ("Initial Term") and will thereafter continue in full force and effect unless terminated in accordance with this Agreement.

4. **License Revocation.** SJMC may revoke the Licenses only after expiration of the Initial term and upon 90 days' advance written notice to the other parties.

5. **Shelter Ownership**. The Shelters are and will remain the sole property of Pace. Neither the City nor SJMC shall assert any claim to or otherwise affect Pace's ownership of any Shelter.

6. **Shelter Concrete Pad**. The Shelter concrete pad installed on a Property is and will remain part of that Property. SJMC, at no cost or expense to Pace or the City, will be solely responsible for the administration, control, reconstruction, and maintenance of the Shelter concrete pad on a Property. The term "concrete pad" as used in this Agreement may include any sidewalk, shared-use path, or other paved area that may be required under the Americans with Disabilities Act and implementing regulations in connection with a Shelter.

7. **Shelter Lighting and Utility Charges**. Pace, in its sole discretion, may secure or cause to have secured a licensed electrician to:

(a) disconnect the West-Side Shelter lighting from the West-Side Shelter solar panel and connect that lighting to the Light Pole in accordance with applicable building codes; and/or

(b) connect the East-Side Shelter lighting to the FSP in accordance with applicable building codes.

Pace, at no cost to the City or SJMC, shall obtain or cause to have obtained any necessary permits for the disconnection and connection specified in this paragraph 7.

In the event the West-Side Shelter lighting is connected to the Light Pole, SJMC will be responsible for the timely payment of all utility charges for electrical service to that lighting.

8. **Sign Locations, Style, and Specifications**. The Sign locations are depicted in exhibit A. The Sign style is depicted in exhibit B. The Sign specifications are depicted in exhibit C.

9. **Sign and FSP Purchase and Ownership**. Pace, at no cost to the City or SJMC, shall purchase the Signs and the FSP, which will be the sole property of Pace. Neither the City nor SJMC shall assert any claim to or otherwise affect Pace's ownership of the Signs and/or the FSP.

10. **Sign Installation and Utility Charges**. Pace, at no cost to the City or SJMC, shall:

(a) secure or cause to have secured a licensed electrician to install a Sign on the West-Side Shelter and connect that Sign to the Light Pole, as depicted in exhibit A, in accordance with applicable building codes;

(b) secure or cause to have secured a licensed electrician to install a Sign on the East-Side Shelter, install the FSP, and connect that Sign to the FSP, as depicted in exhibit A, in accordance with applicable building codes; and

(c) obtain or cause to have obtained any necessary permits for the installation and connection specified in this paragraph 10.

SJMC will be responsible for the timely payment of all utility charges for electrical service to the West-Side Shelter Sign.

11. **Shelter Repair and Maintenance**. Pace, at no cost or expense to the City or SJMC, shall perform or cause to have performed: (a) Shelter repair and/or removal within two business days after notification from the City or SJMC that a Shelter is damaged if Pace, in its sole and reasonable discretion, determines that the Shelter's condition presents a threat to public safety or as soon as practicable after such notification if Pace, in its sole and reasonable discretion, determines that the Shelter's condition does not present a threat to public safety; (b) Shelter replacement in the event of Shelter removal pursuant to this paragraph; (c) Shelter maintenance, including cleaning and removal of debris and garbage no less than once per week; and (d) Shelter snow removal within seven days after any snowfall of more than two inches.

12. **Sign Repair and Maintenance**. Pace, at no cost or expense to the City or SJMC, shall perform or cause to have performed: (a) Sign repair and/or removal within two business days after notification from the City or SJMC that a Sign is damaged if Pace, in its sole and reasonable discretion, determines that the Sign's condition presents a threat to public safety or as soon as practicable after such notification if Pace, in its sole and reasonable discretion, determines that the Sign's condition does not present a threat to public safety; (b) Sign replacement in the event of Sign removal pursuant to this paragraph; and (c) Sign maintenance. The term Sign when used in this paragraph includes the FSP.

13. **Electrical Connection and Light Pole Repair and Maintenance**.

(a) Pace, at no cost or expense to the City or SJMC, shall secure or cause to have secured a licensed electrician to perform repair and maintenance of the electrical connection from Shelter lighting and Signs to their respective power source.

(b) SJMC, at no cost or expense to Pace or the City, shall secure or cause to have secured a licensed electrician to perform Light Pole repair and maintenance. In the absence of that repair and maintenance, Pace, in its sole discretion and upon 10 days' prior written notice to SJMC, may secure or cause to have secured a licensed electrician to perform that repair and maintenance in which event SJMC will be obligated to reimburse Pace for the actual, reasonable cost of that repair and maintenance within 30 days after receipt of an invoice and documentation substantiating the invoice from Pace.

14. **Shelter Removal**.

(a) Pace, in its sole discretion and at no cost to the City or SJMC, may temporarily or permanently remove or cause to have removed a Shelter upon prior written notice to the City and SJMC. If the Shelter is temporarily removed, Pace shall reinstall or cause to have reinstalled the Shelter as soon as practicable at no cost to the City or SJMC.

(b) Within 90 days after termination of this Agreement, Pace shall secure or cause to have secured a licensed electrician to disconnect Shelter lighting from its power source, shall remove or cause to have removed each Shelter, and shall restore or cause to have restored the area upon which each Shelter was located to the same condition as existed prior to Shelter installation, ordinary wear and tear, concrete pad, and underground conduit and electrical wiring excluded. In the absence of Pace's disconnection, removal, and restoration in accordance with this paragraph 14(b), the City or SJMC may perform or cause to have performed that disconnection, removal, and restoration. SJMC shall allow Pace Licensees and City Licensees to continue to use the Properties for purposes of performing that disconnection, removal, and restoration. Pace will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event Pace terminates this Agreement. The City will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event the City terminates this Agreement. SJMC will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event SJMC revokes the Licenses or otherwise terminates this Agreement.

15. **Sign Removal**.

(a) Pace, in its sole discretion and at no cost to the City or SJMC, may temporarily or permanently remove or cause to have removed a Sign upon prior written notice to the City and SJMC. If a Sign is temporarily removed, Pace shall reinstall or cause to have reinstalled the Sign as soon as practicable at no cost to the City or SJMC. Pace, at no cost to the City or SJMC, shall secure or cause to have secured a licensed electrician to perform any such Sign removal and reinstallation, including disconnection of a Sign from and reconnection of a Sign to its power source.

(b) Within 90 days after termination of this Agreement, Pace shall secure or cause to have secured a licensed electrician to perform Sign and FSP removal, including disconnection of each Sign from its power source, and shall restore or cause to have restored the areas upon which each Sign and the FSP were located to the same condition as existed prior to Sign and FSP installation, ordinary wear and tear and underground electrical conduit and wiring excluded. In the absence of Pace's disconnection, removal, and restoration in accordance with this paragraph 15(b), the City or SJMC may perform or cause to have performed that disconnection, removal, and restoration. SJMC shall allow Pace Licensees and City Licensees to continue to use the Properties for purposes of performing that disconnection, removal, and restoration. Pace will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event Pace terminates this Agreement. The City will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event the City terminates this Agreement. SJMC will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event SJMC revokes the Licenses or otherwise terminates this Agreement.

16. **Sign Information and Shelter Graphics**. Pace will have exclusive control of the content displayed on the Signs. Such content includes but is not limited to Pace bus arrival and departure information, service alerts, emergency messages, and other passenger information.

Pace, at no cost to the City or SJMC, may affix or cause to have affixed Pace static bus route information graphics and/or detour notices to the Shelters.

17. **Shelter Advertising and Revenue.** Advertising on a Shelter must conform to Pace's Advertising Guidelines ("Guidelines"), which are incorporated into and made a part of this Agreement by this reference. No paid advertisements for alcoholic beverage product, tobacco product, and healthcare provider advertising will be displayed on a Shelter. Pace shall install and remove or cause to have installed and removed all Shelter advertising.

The City will have the right to advertise community events or other public service notices ("City's Advertising") on a Shelter if the advertising space on the Shelter is unsold. In such cases, the City shall obtain Pace's prior written approval of the City's Advertising and pay all costs associated with the design and production of the City's Advertising. Further, the City, at its own cost, shall deliver or cause to have delivered to Pace, or such other person or entity designated by Pace, the City's Advertising for display on the Shelter.

SJMC will receive a pro rata share of one-half (1/2) of Pace's share of total net income for paid advertising (not including net income for alcohol beverage product advertising) on all Pace advertising transit shelters. Pace shall annually pay any advertising revenue due to SJMC pursuant to this paragraph. Such payments will be made to SJMC in March of the next succeeding year after any year in which Pace receives advertising revenue from the Shelters. "Net income" is defined as the revenue paid to Pace by Pace's advertising contractor. "Pro rata share" is equal to the quotient obtained by dividing the number of Shelters on the Properties by the number of all Pace advertising transit shelters.

SJMC shall complete IRS Form W-9 and provide it to Pace upon SJMC's execution of this Agreement and at such other times as Pace may request in writing.

18. **Indemnification**. The City shall indemnify and defend Pace, the Regional Transportation Authority, SJMC, and their respective directors, officers, employees, agents, contractors, and subcontractors, from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from the City's intentional or negligent acts or omissions concerning the performance of any of the City's obligations under this Agreement. SJMC shall indemnify and defend Pace, the Regional Transportation Authority, the City, and their respective directors, officers, employees, agents, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from SJMC's intentional or negligent acts or omissions concerning the Properties, including Shelter concrete pads, and/or the performance of any of SJMC's obligations under this Agreement. Pace shall indemnify and defend the City, SJMC, and their respective directors, officers, employees, agents, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party, entity, or person indemnified under this paragraph for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses incidental to that claim, but Claimant will have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph.

19. **Insurance**. Throughout the term of this Agreement and for a period of one year thereafter:

(a) Pace shall maintain or cause to be maintained: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than $1,000,000 and an aggregate limit not less than $2,000,000 that also includes a Personal and Advertising Injury Limit of not less than $1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than $1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of $1,000,000 Each Accident, $1,000,000 Disease-Each Employee, and $1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and

(iv) Umbrella Liability Insurance with limits of not less than $4,000,000 each occurrence and $4,000,000 aggregate coverage. Pace shall name or cause to be named the City and SJMC as additional insured on the Commercial General Liability and Business Automobile Liability Insurance policies.

(b) The City shall maintain or cause to be maintained: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than $1,000,000 and an aggregate limit not less than $2,000,000 that also includes a Personal and Advertising Injury Limit of not less than $1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than $1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of $1,000,000 Each Accident, $1,000,000 Disease-Each Employee, and $1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and (iv) Umbrella Liability Insurance with limits of not less than $4,000,000 each occurrence and $4,000,000 aggregate coverage. The City shall name or cause to be named the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and SJMC as an additional insured on the Commercial General Liability and Business Automobile Liability Insurance policies.

(c) SJMC shall maintain or cause to be maintained: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than $1,000,000 and an aggregate limit not less than $2,000,000 that also includes a Personal and Advertising Injury Limit of not less than $1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than $1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of $1,000,000 Each Accident, $1,000,000 Disease-Each Employee, and $1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and (iv) Umbrella Liability Insurance with limits of not less than $4,000,000 each occurrence and $4,000,000 aggregate coverage. SJMC shall name or cause to be named the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and the City as additional insured on the Commercial General Liability and Business Automobile Liability Insurance policies.

Any company writing insurance that the parties are required to maintain under this paragraph must at all times have at least an A.M. Best's rating of A-VII. Upon written request, each party shall provide written proof of the insurance required of that party under this paragraph to the requesting party.

20. **Termination**.

(a) Pace may terminate this Agreement at any time, when in Pace's best interest, by providing the other parties with written notice of termination, including the effective date of the termination.

(b) After expiration of the Initial Term, a party may terminate this Agreement upon 90 days' advance written notice to the other parties. The termination will be effective on the 90th day following the date on which that notice is deemed effective pursuant to paragraph 32.

(c) This Agreement will terminate in the event SJMC revokes the Licenses in accordance with paragraph 4. The termination will be effective on the 90th day following the date on which SJMC's written notice of revocation to the other parties is deemed effective pursuant to paragraph 32.

21. **Compliance with Laws**. The parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

22 **Headings**. The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

23. **Waiver**. Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

24. **Binding Effect**. This Agreement is binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns. This Agreement is also binding upon each and every person and/or entity acquiring an ownership interest in all or any portion of a Property but only during such person's and/or entity's ownership.

25. **Change in Ownership.** No later than two business days prior to a change in ownership in all or any portion of a Property, the then current owner(s) of the Property must provide Pace with written notice of the change. The notice must include the effective date of the change, the name of and contact information for each person and/or entity that will have an ownership interest in the Property after the change, the percentage of each person's and/or entity's ownership interest in the Property after the change, and any written documentation evidencing the change.

26. **Entire Agreement**. This Agreement, including the introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

27. **Conflict**. In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

28. **Survival**. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

29. **Severability**. If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

30. **Assignment**. No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other parties.

31. **Amendment**. No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

32. **Notice**. Any notice under this Agreement must be in writing and must be given in the following manner:

(a) by personal delivery (deemed effective as of the date and time of delivery);
(b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
(c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
(d) by email with delivery receipt requested (deemed effective as of the date and time indicated on the receipt confirming delivery, except the effective date and time will be 8:00 a.m. on the next business day after delivery of the notice if the receipt shows delivery during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Manager, External Relations

Email address: douglas.sullivan@pacebus.com

If to City:

City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432
Attention: Office of the City Manager

Email address: citymanager@joliet.gov

If to SJMC:

Presence Central and Suburban Hospitals Network
d/b/a Presence Saint Joseph Medical Center
333 N. Madison Street
Joliet, Illinois 60435
Attention: Executive Assistant to President/Chief Medical Officer/
Human Resource Director/Physician Advisor

Email address: barbara.pejkovich@ascension.org

33. **Force Majeure**. A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other parties of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to the other parties, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

34. **Governing Law, Jurisdiction, and Venue**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of Will County, Illinois for any dispute arising out of or related to this Agreement.

35 **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

36 **Electronic Signatures**. This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

37. **Authorization**. The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

By: _____
Signature

Print Name: Melinda J. Metzger

Title: Executive Director

Date: _____

CITY

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

SJMC

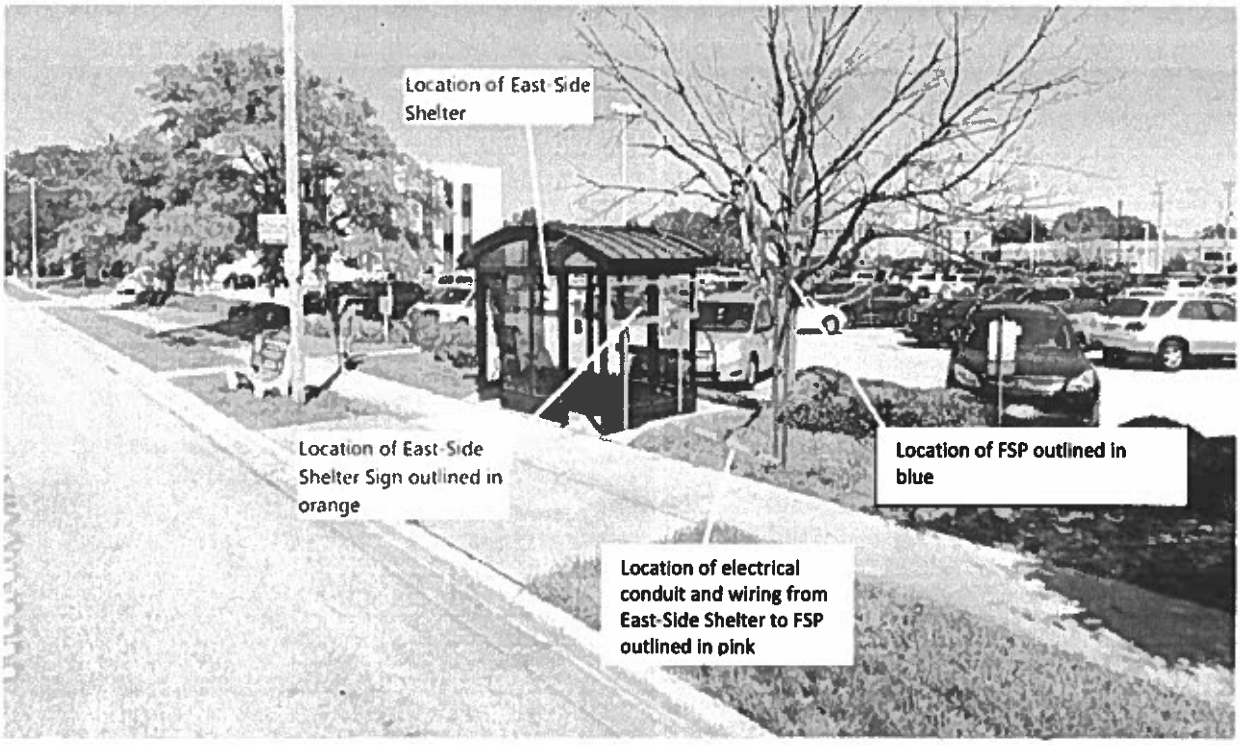
By: _____
Signature

Print Name: Christopher Shride

Title: President

Date: 2/7/23

EXHIBIT A


Location of East-Side Shelter
Location of East-Side Shelter Sign outlined in orange
Location of FSP outlined in blue
Location of electrical conduit and wiring from East-Side Shelter to FSP outlined in pink

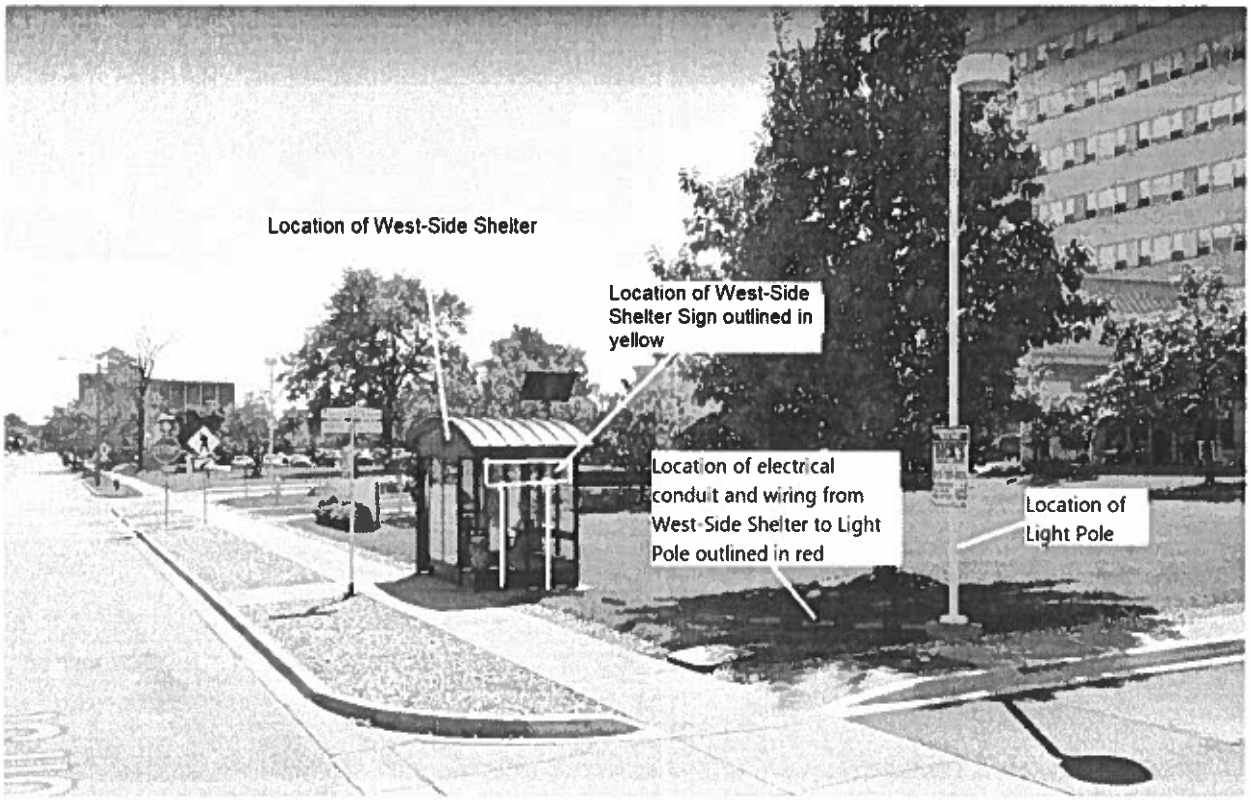
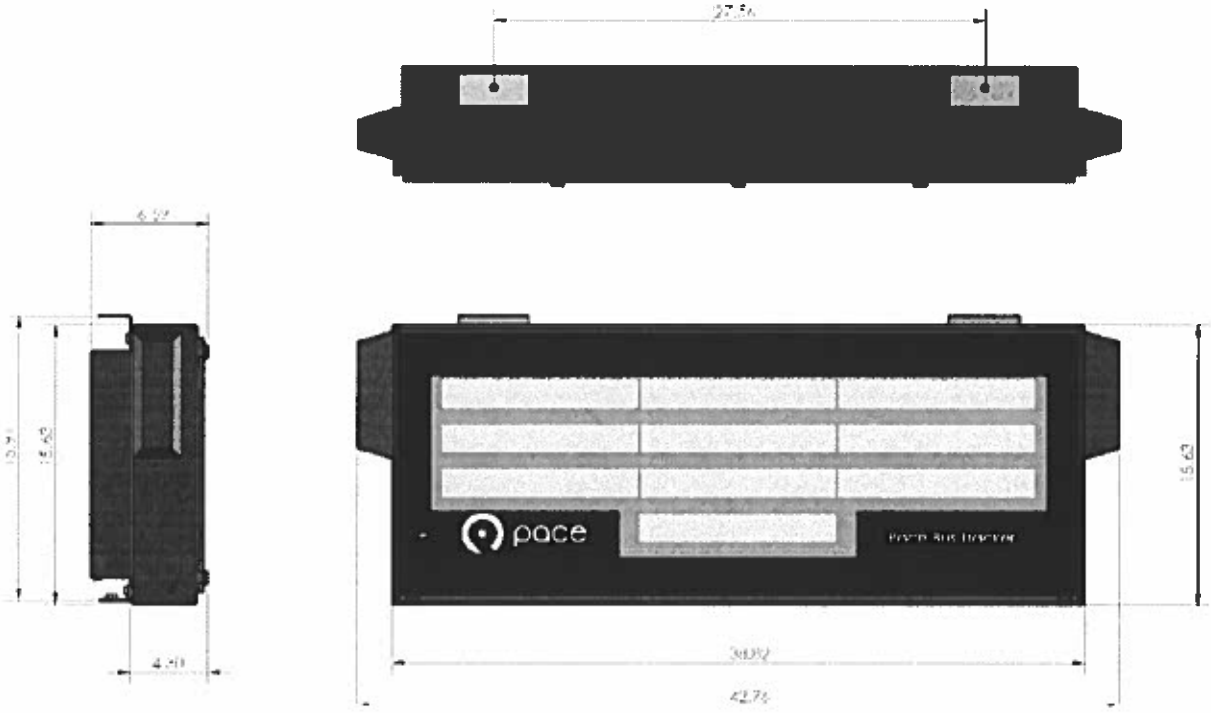

Location of West-Side Shelter
Location of West-Side Shelter Sign outlined in yellow
Location of electrical conduit and wiring from West-Side Shelter to Light Pole outlined in red
Location of Light Pole

EXHIBIT B


501 Jefferson St & Chicag 11min
505 Madison / Prov St. Joe 2:33pm
pace
01:38:35 pm
Pace Bus Tracker

EXHIBIT C

Sign dimensions:



Sign dimensions in inches

Sign weight = 48.5 lbs.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 197-23

File ID: 197-23 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/06/2023

Department: Legal **Final Action:**

Title: Resolution Approving a Transit Shelter Agreement between the City of Joliet and Pace
(Agreement Regarding a Pace Bus Shelter at St. Joseph's Medical Center)

Agenda Date: 04/18/2023

Attachments: Resolution, Pace Bus Agreement

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/11/2023	Sabrina Spano	Approve	4/13/2023
1	2	4/12/2023	Greg Ruddy	Approve	4/14/2023
1	3	4/12/2023	James V. Capparelli	Approve	4/14/2023

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 198-23 **Agenda Date:**4/18/2023

TO: Mayor and City Council

FROM: James V. Capparelli, City Manager

SUBJECT:
Resolution Authorizing the Execution of a Lease with the Fraternal Order of Police Labor Council

BACKGROUND:
From time immemorial, the property located at 30 N. Bluff Street was operating as a drive through banking facility. In the mid 1990's, the bank closed, and the property was acquired by the City of Joliet. For a time thereafter, it was occupied by the Joliet Police Department Neighborhood Oriented Policing Team. In 1999, NOPT moved into the new police station, leaving the building vacant. It was then used as a storage facility for the Heritage Corridor. For the past several years, it has been used as an administrative office for the Joliet chapter of the Fraternal Order of Police Labor Council.

There has been no lease nor formal agreement which outlines the responsibilities of the FOPLC with regards to operation and care of the building, best practices dictate that there should be. Attached is a proposed lease agreement for the use of the facility. The Lease is for a term of five years with an option to extend the Lease for an additional five years. Rent shall be paid at the rate of one hundred dollars per month.

RECOMMENDATION:
The Administration recommends that the Mayor and City Council approve the Resolution authorizing the execution of a lease with the Fraternal Order of Police Labor Council.

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RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
(Property located at 30 North Bluff Street, Joliet, Illinois)

WHEREAS, the City of Joliet owns certain real property commonly known as 30 North Bluff Street, Property Index Number 30-07-09-420-012-0000, in the County of Will, State of Illinois (hereinafter the "Property"); and

WHEREAS, Illinois Fraternal Order of Police Labor Council desires to obtain the right to lease the Property from the City of Joliet; and

WHEREAS, the Mayor and City Council has determined that it is in the City's best interest to enter into a Lease Agreement, attached hereto and incorporated herein as Exhibit "A", with Illinois Fraternal Order of Police Labor Council; 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 Lease Agreement, which is substantially the same as Exhibit "A" attached hereto and incorporated herein, between the City of Joliet and Illinois Fraternal Order of Police Labor Council. 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: 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 4: 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 _____, 2023.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the ***CITY OF JOLIET***, an Illinois municipal corporation and home rule unit of local government, ("City") and the ***ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL***, ("Tenant").

RECITALS

WHEREAS, the City owns certain real property, commonly known as 30 North Bluff Street, Joliet, Illinois, PIN Number 30-07-09-420-012-0000, (the "Lease Premises"); and

WHEREAS, the Tenant has requested, and the City has agreed, to lease the Lease Premises on the terms and conditions set forth herein; and

NOW, THEREFORE, THE CITY AND THE TENANT AGREE as follows:

1. ***LEASE OF PREMISES***

The City hereby leases the Lease Premises to the Tenant, and the Tenant hereby leases the Lease Premises from the City, subject to the terms and conditions of this Agreement, for the sole purpose of maintaining an operating an office in support of Tenant's business operations and for related purposes.

This Agreement shall not be construed so as to create in the Tenant an interest in any property of the City other than the Lease Premises.

2. ***TERM***

The term of the lease created herein ("Lease") shall commence on **April 19, 2023** ("Commencement Date") and shall expire on **April 18, 2028** ("Expiration Date"), unless as otherwise provided herein. The City and the Tenant shall agree in writing to any adjustment to the Commencement Date hereunder upon written request by either party. Further, the City may delay delivery of the Premises until the Tenant executes and delivers this Agreement to the City and such delays shall not postpone the Commencement Date.

The Tenant shall have the right to renew the Lease for an additional five (5) year period commencing on April 19, 2028 and terminating on April 18, 2033. In order to exercise this right, the Tenant shall provide written notice to the City on or before October 1, 2027. Notice of an election to renew shall be irrevocable.

3. ***RENT***

The Tenant shall pay the City rent ("Rent") in consideration of the Lease granted herein. Rent shall consist of the payment to the City of the amount of One Hundred Dollars ($100.00) per month payable on the effective date of this Agreement on a pro rata

basis and then in full commencing on the first business day of each month thereafter that this Agreement is in effect.

4. ***SUBLESSEES***

The Tenant may not sublease the Lease Premises without the prior written approval of the City.

5. ***TENANT RESPONSIBILITIES***

The Tenant, at its expense, shall be responsible for the operation, maintenance and supervision of the Lease Premises during the Term of the Lease Agreement. This responsibility shall include, but shall not be limited to the following items:

(a) General facility management and supervision;

(b) General cleaning, janitorial and housekeeping services;

(c) Telephone, video/TV and Internet services;

The Tenant shall not make any alteration of the Lease Premises during the Term of the Lease Agreement without the prior written approval of the City.

6. ***CITY RESPONSIBILITIES***

The City shall provide building heating and cooling, electrical service, water and sewer services.

7. ***CONDITION OF PREMISES***

The Tenant agrees to accept the Lease Premises “as is”, without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements except as may be expressly provided elsewhere in this Agreement.

8. ***LIENS***

The Tenant shall keep the Lease Premises, and any City property associated with any work by or for the Tenant, free from any mechanics lien or similar liens and encumbrances. The Tenant shall remove any such claim, lien or encumbrance by bond or otherwise within twenty (20) days after notice by the City. If the Tenant fails to do so, the City may pay the amount or take such other action as the City deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the City shall be deemed additional Rent under this Lease payable upon demand, without limitation as to other remedies available to the City. Nothing contained in this Lease shall authorize Tenant to do any act which shall impair the City’s title to the Lease Premises or City property.

9. ***USE AND OPERATING REQUIREMENTS***

A. Use; Compliance with Laws.

Tenant shall use the Lease Premises for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease. The Tenant shall comply with all laws and ordinances relating to the Lease Premises and the Tenant's use thereof, including without limitation, health, safety and building codes, and any permit or license requirements.

B. Required Operations.

The Tenant shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

10. ***MAINTENANCE AND REPAIR OF LEASE PREMISES***

The Tenant shall keep the Lease Premises and the Permitted Leasehold Improvements in good working order, repair and condition.

11. ***CASUALTY DAMAGE***

The Tenant shall have the right to repair and replace the Permitted Leasehold Improvements in the event they are damaged or destroyed by any cause whatsoever. Provided however, that if the Permitted Leasehold Improvements are not fully repaired and restored within six (6) months of the casualty event, the City may elect to terminate this Lease by issuing ninety (90) day notice to terminate. If such notice is issued, the Tenant shall promptly remove the Permitted Lease Improvements and restore the Lease Premises to the conditions exiting on the effective date of this Agreement.

12. ***RETURN OF POSSESSION***

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Lease Premises.

13. ***ASSIGNMENT AND SUBLETTING***

Except as provided herein, the Tenant shall not, without the prior written consent of the City, assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise,. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies).

14. ***CITY'S REMEDIES***

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by Tenant and shall give rise to the City's remedies set forth in paragraph B, below: (i) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after notice, (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than ninety (90) days following notice, (iii) (a) making by Tenant of any general assignment for the benefit of creditors, (b) filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency, (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debt or (f) Tenant's insolvency or admission of an inability to pay its debts as they mature. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law.

B. Remedies.

If a Default occurs, the City shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provisions of this Lease:

The City may terminate Tenant's right of possession, re-enter and re-possess the Lease Premises by any lawful means, with or without terminating this Lease. In such event, the City may recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent which accrues during the Term from the date possession is terminated through the time of judgment, less any consideration received from replacement tenants, and (iii) any other amounts necessary to compensate the City for all damages approximately caused by Tenant's failure to perform its obligations under this Lease. At any time after terminating Tenant's right to possession as provided herein, the City may terminate this lease by written notice to Tenant, and the City may pursue such other remedies as may be available to the City under this Lease or applicable Law.

C. Mitigation of Damages.

If the City terminates this Lease or Tenant's right to possession, the City shall have no obligation to mitigate the City's damages except to the extent required by applicable Law.

D. Reletting.

If this Lease or Tenant's right to possession is terminated, or Tenant vacates or abandons the Lease Premises, the City may: (i) enter and secure the Lease Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as the City shall determine in the City's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (ii) relet all or any portion of the Lease Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon the other terms as the City shall determine in the City's sole discretion.

E. Specific Performance, Collection of Rent and Acceleration.

The City shall at all times have the right to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and (ii) sue for and collect any unpaid Rent which has accrued. In the event of any Default by Tenant, the City may terminate this Lease or Tenant's right to possession and accelerate and declare that all Rent reserved for the remainder of the Term shall be immediately due and payable.

F. The City's Cure of Tenant Defaults.

If the Tenant fails to perform any obligation under this Lease for thirty (30) days after notice thereof by the City (except that no notice shall be required in emergencies), the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse the City on demand, as additional Rent, for all expenses incurred by the City in performing such obligation together with an amount equal to fifteen percent (15%) thereof for the City's overhead. The City's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.

G. Other Matters.

No re-entry or repossession, repairs, changes, alterations, or any other action or omission by the City shall be construed as an election by the City to terminate this Lease or Tenant's right to possession, or accept a surrender of the Lease Premises, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, unless express written notice of such intention is sent by the City to Tenant. The City may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of the City's right to collect all amounts to which the City is entitled hereunder.

15. ***RIGHT TO CURE***

If either party fails to perform any obligation under this Lease required to be performed by it, the nonperforming party shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued

for a period of ninety (90) days after written notice thereof by the aggrieved party or such additional time as may be required due to unavoidable delays.

16. ***HAZARDOUS MATERIALS***

Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" upon or about the Lease Premises or permit Tenant's employees, agents, contractors, invitees and other occupants of the Premises to engage in such activities upon or about the Lease Premises.

17. ***NO WAIVER***

No provision of this Lease will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action. Acceptance of Rent by the City shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of the City's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from any party other than Tenant, including any Transferee, shall not constitute a waiver of the City's right to approve any Transfer.

18. ***CONVEYANCE BY CITY AND LIABILITY***

In case the City shall convey or otherwise dispose of any portion of the Lease Premises (and nothing herein shall be construed to restrict or prevent such conveyance or disposition), such other party shall thereupon be and become landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by the City. Tenant shall attorn to such other party, and the City or such successor owner shall from and after the date of conveyance, be free of all liabilities and obligations hereunder.

19. ***NOTICES***

Except as expressly provided to the contrary in this Lease, every notice, demand or other communication given by either party to the other with respect hereto or to the Premises, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed, if to Tenant, at 10 South Chicago Street, attention FOPLC President, and if to the City at 150 West Jefferson Street, Joliet, Illinois, Attention: City Manager, or such other address as Tenant or the City may from time to time designate by notice.

20. ***MISCELLANEOUS***

A. Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof

B. This Lease shall not be recorded by Tenant but a memorandum of lease may be recorded.

C. This Lease shall be governed by the Laws of the State of Illinois. Venue shall be in the Circuit Court of Will County.

D. The parties agree that they intend hereby to create only the relationship of landlord and tenant. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Lease.

E. The Tenant acknowledges that it has been fully compensated by the City for any and all rights and claims it may have in connection with Federal and State uniform relocation laws and that the expiration or other termination of this Agreement and the Lease created herein shall not entitle the Tenant to any further compensation or benefit.

IN WITNESS WHEREOF, the parties have caused this lease to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF JOLIET,	***ILLINOIS FRATERNAL ORDER OF***
a Municipal Corporation,	***POLICE LABOR COUNCIL***
BY: _____	***BY:*** _____
Mayor	
ATTEST: _____	
City Clerk	

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 198-23

File ID: 198-23 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 04/11/2023

Department: Legal **Final Action:**

Title: Resolution Authorizing the Execution of a Lease with the Fraternal Order of Police Labor Council

Agenda Date: 04/18/2023

Attachments: Resolution, FOPLC Lease Agreement for Bluff Street

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/12/2023	Sabrina Spano	Approve	4/14/2023
1	2	4/12/2023	Kevin Sing	Approve	4/14/2023
1	3	4/12/2023	James V. Capparelli	Approve	4/14/2023