



City of Joliet

Public Service Committee

Meeting Agenda

Committee Members
Councilman Larry E. Hug, Chairman
Councilman Pat Mudron
Councilwoman Sherri Reardon

Monday, November 4, 2024

4:30 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.

ROLL CALL

APPROVAL OF MINUTES

Public Service Minutes 10/15/2024

[TMP-7832](#)

Attachments: [101524 Public Service Minutes.pdf](#)

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 Committee 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.

CONTRACTS

Approve Annual Software Payment for the Sensus Analytics, RNI SAAS Systems, and Sensus Customer Portal to Core & Main LP in the amount of \$92,156.00

[ID-1886-20](#)

Award a Contract for the 2024 Lumec Materials Purchase Order No. 1 to Signify North America Corporation in the amount of \$59,700.00

[ID-1887-20](#)

Approve Payment for "Non-specialized" Soil Disposal to Waste Management Inc. in the amount of \$30,862.00

[ID-1888-20](#)

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Change Order No. 1 for the 2023 MFT Resurfacing Contract C - Section No. 23-00561-00-RS to PT Ferro Construction Co. in the Amount of \$20,150.86, and Payment No. 5 and Final in the Amount of \$66,646.17 [ID-1889-20](#)

Change Order No. 1 for the Combined Sewer Overflow Long Term Control Plan Phase IV- Eastside and Westside Combined Sewer Overflow Regulators to D Construction Inc. in the amount of \$168,441.10 [ID-1890-20](#)

Change Order No. 1 for the 2024 Sewer Cleaning and Televising Program to National Power Rodding in the amount of \$28,560.00 [ID-1891-20](#)

LICENSES AND PERMITS

Application for a Drive Thru Permit for a Dunkin Restaurant at 600 Collins Street [ID-1892-20](#)

Attachments: [1. 600 Collins Dunkin Drive Thru Permit Application.pdf](#)
[2. 600 Collins Dunkin Drive Thru Permit Request Letter.pdf](#)
[3. 600 Collins Dunkin Drive Thru Permit Exhibit.pdf](#)

ORDINANCES AND RESOLUTIONS

Resolution Approving an Easement Agreement with the Joliet Park District for the Pilcher Park (Highland Avenue) Culvert Repair Project [ID-1894-20](#)

Attachments: [Resolution](#)
[Final Easement Agreement with City of Joliet 2024 1011.pdf](#)
[Exh. A Easement Plat Final 07-16-24 City of Joliet Pilcher Park.pdf](#)

Resolution for the City of Joliet and Fairmont Community Partnership Group, Inc. Partnership Agreement for the Fairmont Sanitary Sewer and Community Improvements Project [ID-1895-20](#)

Attachments: [Resolution](#)
[Fairmont Community Partnership Group Partnership Agreement gal edits 10-24-24.pdf](#)

Resolution Authorizing Execution of an Intergovernmental [ID-1896-20](#)
Agreement between the County of Will and the City of Joliet for
Funding of Improvements for the Fairmont Sewer System

Attachments: [Resolution](#)
[IGA WC-COJ Sewer Improvements 102824.pdf](#)

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report of Hydrant Repairs, Valve, Utilities Contracted Services, [TMP-7864](#)
and Water Main Breaks

Attachments: [Valve Hydrant Break Report 10-23-2024 .pdf](#)

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 Committee 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

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-7832

Agenda Date: 11/4/2024

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Tuesday, October 15, 2024

4:30 PM

City Hall, Council Chambers

Public Service Committee

Committee Members

Councilman Larry E. Hug, Chairman

Councilman Pat Mudron

Councilwoman Sherri Reardon

ROLL CALL

Present Councilman Larry E. Hug, Councilman Pat Mudron and Councilwoman Sherri Reardon

ALSO PRESENT:

Greg Ruddy - Public Works Director, Sean Mikos - Deputy Director Engineering, Allison Swisher - Public Utilities Director, Anthony Anczer - Deputy Director Engineering

APPROVAL OF MINUTES

Public Service Minutes 09/30/2024

[TMP-7815](#)

Attachments: [093024 Public Service Minutes.pdf](#)

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to approve the September 30, 2024 Public Service Minutes. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one wished to speak at this time.

CONTRACTS

Purchase of a Replacement Automatic Transfer Switch for the Black Road Lift Station to ASCO Power Services Inc. in the amount of \$68,859.50

[ID-1868-20](#)

Allison Swisher, Public Utilities Director, discussed the purchase of a replacement transfer switch for the Black Road Lift Station, in the amount of \$68,859.50, from ASCO Power Services Inc.

Award of Contract for Replacement Parts for the No. 2 Primary Tank at the Eastside Wastewater Treatment Plant to Evoqua Water Technologies LLC in the amount of \$69,033.36

[ID-1869-20](#)

Allison Swisher discussed the Contract for Replacement Parts for the No. 2 Primary Tank at the Eastside Wastewater Treatment plant, in the amount of \$69,033.36, from Evoqua Water Technologies LLC.

Professional Services Agreement for the Public Utilities SCADA (Supervisory Control and Data Acquisition) System Maintenance to Wunderlich-Malec Environmental in the amount of \$40,000.00

[ID-1870-20](#)

Allison Swisher discussed the Professional Services Agreement for the SCADA system maintenance, in the amount of \$40,000.00, with Wunderlich-Malec Environmental.

Award of Contract for the Ottawa Street Parking Deck Parking Access and Revenue Control System Replacement

[ID-1871-20](#)

to FlashParking, Inc. in the amount of \$267,438.00

Attachments: [Flash Proposal City of Joliet PARCS.pdf](#)

Greg Ruddy, Public Works Director, discussed the Ottawa Street Parking Deck Parking Access and Revenue Control System, in the amount of \$267,438.00, with FlashParking, Inc.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend ID-1871-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Mudron and Councilwoman Reardon

Nay: Councilman Hug

Professional Services Agreement for the I-80 and Center Street Interchange Interceptor Rehabilitation Design, to RJN Group Inc. in the amount of \$141,700.00 [ID-1872-20](#)

Attachments: [Agreement for Professional Services - I-80 Inteceptor Rehabilitation.docx](#)
 [Joliet - I-80 Interceptor Rehabilitation Project Proposal.pdf](#)

Anthony Anczer, Deputy Director Engineering, discussed the Professional Services Agreement for the I-80 and Center Street Incerchange Interceptor Rehabilitation Design, in the amount of \$141,700.00, to RJN Group Inc.

Approve Payment for Emergency Repairs in the 2200 Block of Glenwood Avenue to Airy's Inc. in the Amount of \$277,091.40 [ID-1873-20](#)

Allison Swisher discussed the Emergency Repairs in the 2200 Block of Glenwood Avenue, in the amount of \$277,091.40, to Airy's Inc.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend ID-1868-20, 1869-20, 1870-20, 1872-20, and 1873-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Change Order No. 2 for the Broadway Street (Marion - Jefferson) Roadway Project - MFT Section No. 23-00557-00-FP to PT Ferro Construction Co. in the amount of \$14,563.00 [ID-1874-20](#)

Sean Mikos, Deputy Director of Engineering, discussed Change Order No. 2 for the Broadway Street (Marion - Jefferson) Roadway Project, in the amount of \$14,563.00, to PT Ferro Construction Co.

Change Order No. 1 for the Parkview North Water Main Improvements Project to PT Ferro Construction Co. in the amount of \$66,320.00 [ID-1875-20](#)

Anthony Anczer discussed Change Order No. 1 for the Parkview North Water Main Improvements Project, in the amount of \$66,320.00, to PT Ferro Construction Co.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend ID-1874-20, and 1875-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

LICENSES AND PERMIT APPLICATIONS

Application for a Drive Thru Permit for a Jack in the Box Restaurant at 2101 IL Route 59 [ID-1876-20](#)

Attachments: [2101 IL 59 Jack in the Box Drive Thru Permit Application.docx](#)
[1. 2101 IL 59 Jack in the Box Drive Thru Permit Request Letter.pdf](#)
[2. 2101 IL 59 Jack in the Box Drive Thru Permit Exhibit.pdf](#)

Sean Mikos discussed the Application for a Drive Thru Permit, at 2101 IL Route 59, for a Jack in the Box Restaurant.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend ID-1876-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

ORDINANCES AND RESOLUTIONS

Resolution Stating the City of Joliet's Intent to Effectuate Assignment of the Chicago Water Supply Agreement and Related Easements, Permits, and Approvals [ID-1877-20](#)

Attachments: [Resolution](#)

Allison Swisher discussed the Resolution stating the City of Joliet's intent to effectuate assignment of the Chicago Water Supply Agreement and Related Easements, Permits, and Approvals.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend ID-1877-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

Resolution Approving an Agreement with the Illinois Commerce Commission and the Illinois Department of Transportation for Phase I Engineering Services for the Laraway Road Grade Separation and Roadway [ID-1878-20](#)

Improvements Project

Attachments: [Resolution](#)
 [9.25.24 SA 2348 Partially Exec. W.CL.pdf](#)

Greg Ruddy discussed the Resolution approving an Agreement with the Illinois Commerce Commission and the Illinois Department of Transportation for Phase I Engineering Services for the Laraway Road Grade Separation and Roadway Improvements Project.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend ID-1878-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Mudron and Councilwoman Reardon

Nay: Councilman Hug

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

No items at this time.

PUBLIC COMMENT

No one present at this time.

ADJOURNMENT

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to adjourn. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon



Memo

File #: ID-1886-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Approve Annual Software Payment for the Sensus Analytics, RNI SAAS Systems, and Sensus Customer Portal to Core & Main LP in the amount of \$92,156.00

BACKGROUND:

The City of Joliet Department of Public Utilities utilizes an Automatic Meter Reading (AMR) system to read water consumption data from approximately 50,000+ meters on a monthly basis. The system, manufactured by Sensus USA Inc., includes hardware and software to read meters remotely via a fixed-base radio system. The customer portal provides live data to the customer to establish alerts, compare billing or determine if there is a leak based on their consumption.

The Public Service Committee will review this matter.

CONCLUSION:

Core & Main LP is the sole authorized area distributor of Sensus equipment and software. Accordingly, they provided a quote to renew the annual Sensus software service, hosting, support, and customer portal from October 25, 2024, to October 24, 2025.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Two (2) of these circumstances apply:

- (a) Purchases which may only be practicably made from a single source.
- (c) Purchases of equipment which, by reason of training of city personnel or an inventory of replacement parts maintained by the city, are compatible with the existing equipment owned by the city.

This purchase will be charged to the Water & Sewer Operating Fund / Meter Repair (Org 50080320, Object 523400, \$92,156.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council authorize payment for the annual renewal of meter reading software service fees, hosting service, support, and customer portal, in the amount of \$92,156.00, to Core & Main LP.



Memo

File #: ID-1887-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Award a Contract for the 2024 Lumec Materials Purchase Order No. 1 to Signify North America Corporation in the amount of \$59,700.00

BACKGROUND:

The City of Joliet's Electric Division purchases materials to maintain the existing City owned streetlights. The Public Service Committee will review this matter.

CONCLUSION:

Lumec is the sole source manufacturer of the majority of the decorative streetlights and arterial streetlight luminaires throughout the City. Chicago Lightworks is the local representative for Signify North America Corporation, who is the parent company of Lumec. The City requested and was provided a quote in the amount of \$59,700.00 from Chicago Lightworks for the replacement of arterial streetlight luminaire materials. The ordering and payment for the materials will be made directly through Signify North America Corporation.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Two (2) of these circumstances apply:

- (a) Purchases which may only be practicably made from a single source;
- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council.

Sufficient funds exist utilizing the General Fund PW Electrical / Supplies - Equip Parts (Org 09028000, Object 536104, \$59,700.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award a contract for the 2024 Lumec Materials Purchase Order No. 1, in the amount of \$59,700.00, on behalf of Signify North America Corporation.



Memo

File #: ID-1888-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Approve Payment for “Non-specialized” Soil Disposal to Waste Management Inc. in the amount of \$30,862.00

BACKGROUND:

The Department of Public Utilities temporarily stores excavated spoil materials from water and sewer main repairs at the 921 E. Washington Street Service Center. The spoils storage area is currently full and prior to off-site permanent disposal, the spoils are lab tested by an environmental company to ensure they are satisfactory for a designated Clean Construction / Demolition Debris (C.C.D.D.) site.

Brownfield Environmental Engineering Resources, LLC collected samples for lab analysis, and results revealed the need to haul additional loads directly to Waste Management Inc. These loads are considered to be “declassified” or “non-specialized” in nature and additional soil lab analysis was conducted for accurate classification.

The Public Service Committee will review this matter.

CONCLUSION:

On Monday, October 7th and Tuesday, October 8, 2024, approximately 1,283 tons (87 loads) of the “declassified” spoils were hauled to the designated Waste Management Inc. site. Public Utilities was able to contract directly with Waste Management Inc. for disposal and utilized Brownfield Environmental to document each load. The Waste Management Inc. - Laraway Facility qualifies as both an IEPA and Subtitle D landfill. Based upon the initial soil sampling, this was the best disposal practice.

Funds will be charged to the Water & Sewer Operating Fund / Field Operations Water / Contractual Services (Org 50080012, Object 524200, \$30,862.00)

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve payment for “non-specialized” soil disposal, in the amount of \$30,862.00, to Waste Management Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: ID-1889-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Change Order No. 1 for the 2023 MFT Resurfacing Contract C - Section No. 23-00561-00-RS to PT Ferro Construction Co. in the Amount of \$20,150.86, and Payment No. 5 and Final in the Amount of \$66,646.17

BACKGROUND:

On Tuesday, November 21, 2023, the Mayor and City Council awarded the 2023 MFT Resurfacing Contract C to PT Ferro Construction Co. in the amount of \$2,963,546.

The Public Service Committee will review this matter.

CONCLUSION:

This project has been completed, inspected, and accepted by the Department of Public Works.

Change Order No. 1, a net addition in the amount of \$20,150.86, is the result of the following items:

- 1) Addition of Video Detection for two legs of a signalized intersection.
- 2) Elimination of detector loops and handholes.
- 3) Reconstruction of the storm sewer inlet at 1503 Taylor Street.
- 4) Addition of raised reflective pavement markers.
- 5) Elimination of unused construction quantities.
- 6) Balancing of remaining quantities.

This Change Order results in an increase to the original contract of less than 1%.

Sufficient funds are available for this project in the Motor Fuel Tax Fund (Org 20090270, Object 557200, \$66,646.17).

Also included is Payment Estimate No. 5 and Final, in the amount of \$66,646.17, on behalf of PT Ferro Construction Co.

RECOMMENDATION:

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

1. Approve Change Order No. 1, a net increase in the amount of \$20,150.86 for the 2023 MFT Resurfacing Contract C.
2. Approve Payout No. 5 and Final, in the amount of \$66,646.17, on behalf of PT Ferro Construction Co.



Memo

File #: ID-1890-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Change Order No. 1 for the Combined Sewer Overflow Long Term Control Plan Phase IV- Eastside and Westside Combined Sewer Overflow Regulators to D Construction Inc. in the amount of \$168,441.10

BACKGROUND:

On June 6, 2023, the Mayor and City Council awarded a Contract for the Combined Sewer Overflow Long Term Control Plan Phase IV- Eastside and Westside Combined Sewer Overflow Regulators, in the amount of \$12,628,985.00, to D Construction Inc.

The Public Service Committee will review this matter.

CONCLUSION:

Change Order No. 1, a net increase in the amount of \$168,441.10, is for the following work:

- Provide a mooring point to replace the existing mooring point in accordance with United States Army Corps of Engineers comments provided after the bids were received.
- Provide nine surface mounted guard posts around the Combined Sewer Regulator Structure at CSO site 011 in lieu of three buried guard posts.
- Increase the size of the 15-inch throttle pipe at CSO site 009 to 27-inches due to the upcoming Interstate 80 project and provide an additional manhole structure.
- Time and material work for watermain and sanitary work that were not on the plans at CSO 011.
- Time and material work for repairs to an unknown watermain at CSO 009 site.

Funds will be charged to the Long Term Control Plan Phase IV Fund / Construction (Org 53080000, Object 557200, \$168,441.10).

The City of Joliet will be reimbursed for \$105,496.00 of the proposed Change Order No. 1 by the Illinois Department of Transportation. The work was required due to the I-80 bridge relocation and will be included on a future Intergovernmental Agreement with IDOT.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1, a net increase in the amount of \$168,441.10 to the Combined Sewer Overflow Long Term Control Plan Phase IV- Eastside and Westside Combined Sewer Overflow Regulators, on behalf of D Construction, Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: ID-1891-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Change Order No. 1 for the 2024 Sewer Cleaning and Televising Program to National Power Rodding in the amount of \$28,560.00

BACKGROUND:

On February 6, 2024, the Mayor and City Council awarded a Contract for the 2024 Sanitary Sewer Cleaning and Televising Program, in the amount of \$770,057.25, to National Power Rodding Corp.

The Public Service Committee will review this matter.

CONCLUSION:

Change Order No. 1, a net increase in the amount of \$28,560.00, is for the increase of the on-call labor hours quantity by 80 hours. This increase in quantity has been requested by City staff and will be used to collect sewer televising information needed for 2025 design projects. This information will also assist staff with operation of the collection system.

Funds will be charged to the Water and Sewer Operations Fund / Contractual Services (Org 50080020, Object 524200, \$28,560.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1, a net increase to the 2024 Sanitary Sewer Cleaning and Televising Program, in the amount of \$28,560.00, on behalf of National Power Rodding.



Memo

File #: ID-1892-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Application for a Drive Thru Permit for a Dunkin' Restaurant at 600 Collins Street

BACKGROUND:

On October 25, 2024, the Department of Public Works received a formal request for a drive thru facility for a proposed Dunkin' Restaurant to be located at 600 Collins Street. The restaurant will be located on the site of the former KFC / Taco Bell Restaurant. The building will be modified to allow the proposed drive thru to extend around the west side of the building adjacent to Collins Street. The building will be remodeled along with other site improvements. The City's Planning Division has reviewed the preliminary site plan and has no remaining outstanding items.

The Public Service Committee will review this matter.

CONCLUSION:

The applicant has submitted a preliminary site plan including signage and pavement markings to the Department of Public Works showing the operation of the proposed drive thru. As required by the City of Joliet Code of Ordinances, the Department of Public Works has reviewed the drive thru facility site plan (see attachment). Access to the site will be available from two existing driveways. One full access driveway exists on Liberty Street and one exit-only driveway exists on Collins Street. The two driveways will remain in their current locations. An additional drive thru lane will be added to the west side of the site to relocate the drive thru pick up window. Upon final investigation, the Department of Public Works has concerns related to traffic flow within the site as well as the potential for the drive thru queue to back-up onto Liberty Street. Due to these concerns, the Department of Public Works recommends denial of the drive thru permit.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council deny the Drive Thru Permit for a Dunkin' Restaurant at 600 Collins Street.

APPLICATION FOR DRIVE-THRU FACILITY PERMIT

NAME OF APPLICANT: UMESH PATEL

ADDRESS OF APPLICANT: 1724 PLAINFIELD ROAD
CREST HILL, IL 60403

NAME OF FACILITY: DUNKIN' RESTAURANT

ADDRESS OF FACILITY: 600 COLLINS STREET

DATE SUBMITTED TO TRAFFIC ENGINEER: 10-25-24

DATE SUBMITTED TO DIRECTOR OF PUBLIC WORKS: _____

DATE APPROVED BY THE JOLIET CITY COUNCIL: _____

APPROVED: _____

DENIED: _____

CITY OF JOLIET
INTEROFFICE MEMORANDUM

October 28, 2024

TO: BETH BEATTY, CITY MANAGER
FROM: GREGORY P. RUDDY, P.E., DIRECTOR OF PUBLIC WORKS
SUBJECT: DRIVE-THRU PERMIT – 600 COLLINS STREET

This Department has been requested to investigate the following drive-in facility:

Type of Business: DUNKIN' RESTAURANT
Location: 600 COLLINS STREET

Listed below are the results of the investigation:

- A. Right-of-way Encroachment: **NONE**
- B. Existing & Proposed Driveway Location: **AS PER CODE**
- C. Existing & Proposed Driveway Design: **ACCEPTABLE PER PUBLIC WORKS REQUIREMENTS**
- D. Sight Distance: **GOOD**
- E. Drainage: **AS PER CODE**
- F. Use of Curbs: **AS PER CODE**
- G. Parking: **PARKING LAYOUT AS PER CODE – NO PARKING IN DRIVEWAY AREA WILL BE PROVIDED.**
- H. Setback: **AS PER CODE**
- I. Lighting: **ADEQUATE LIGHTING FOR DRIVE-THROUGH**
- J. Signs, Existing & Proposed: **AS PER CODE**
- K. Peak Traffic Periods: **HAS POTENTIAL TO CAUSE AN ADVERSE CONDITION DURING PEAK TRAFFIC PERIODS.**

After analyzing the above, this Department recommends that the application be denied.

Gregory P. Ruddy, P.E.
Director of Public Works

QUALIFYING STATEMENT AND NARRATIVE

Date: October 25th, 2024

Russ Lubash, Traffic Engineer
Department of Public Works
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

Ref: Qualifying statement and narrative for a proposed ~2,200 sq.ft. (gross area), drive-thru Dunkin' restaurant located at 600 Collins Street, Joliet, IL 60432.

This qualifying statement and narrative is intended to meet the requirements of the Final Development and Special Use petition. The petitioner, Umesh Patel of Shree Hari Donuts Of Collins, Inc., is proposing the re-development and conversion of an existing ~2,445 sq.ft., single story, vacant building into a drive-thru Dunkin restaurant.

The subject site, approximately 15,756 sq.ft. or 0.362 acres in area is in the B-3, General Business District requiring a Special Use approval from the City of Joliet. The site located at the northeast corner of Collins Street and East Liberty Street. It is bound by a public alley to the north, residential properties to the east, Collins Street to the west and East Liberty Street to the south.

The proposed drive-thru restaurant will have a gross building footprint of approximately 2,200 sq.ft. with a total of 13 parking stalls including 1 accessible parking stall dedicated to the restaurant. Accessible pedestrian access is provided from the sidewalk along Collin Street to the main entry of the proposed building. The site will be accessed from East Liberty Street to the south by means of an existing 24'-0" wide driveway. A 12'-0" drive-thru lane and a bypass lane loops around the proposed building commencing at the southeast corner of the proposed building and terminating at the southwest corner of the proposed building. The drive-thru will have one pay and pick-up window on the west side of the proposed building.

The restaurant will have a total of not more than 19 interior seats . The proposed building will have an exterior of a painted thin brick veneer of grey and white with accent cedar wooden panels on the west facade . Existing windows will be replaced with a new storefront of a dark bronze anodized aluminum frame material shaded with orange metal canopies above the main entry and drive-thru window. A metal orange band above the storefront will be installed above the storefront.

A new trash enclosure will be situated at the northeast corner of the property with an enclosed area constructed of a 6'-0" high CMU wall and clad/finished to match the main building. The site will be adequately landscaped, lit and remain within the limits of the City of Joliet's landscape and lighting ordinances.

Water, electric, gas, communication and sanitary utilities will be provided as required.

Business hours for the proposed Dunkin' will be as follows:

5 a.m. – 8 p.m.: 7 days a week.

A minimum of 3 employees and a maximum of 5 employees will be present at any given time during business hours at this restaurant.

The applicant expects about 75% of drive-thru business including mobile orders with 25% catered to the sit-down & takeaway patrons. According to Inspire Brands, Inc.'s standards, the maximum time it takes a drive-thru customer to

order food at the drive-thru menu board and pick it up at the drive-thru window, is approximately 150 seconds or 2.5 minutes.

To our knowledge and at this time, the petitioner is not seeking any departures or variances from the existing City of Joliet zoning ordinances.

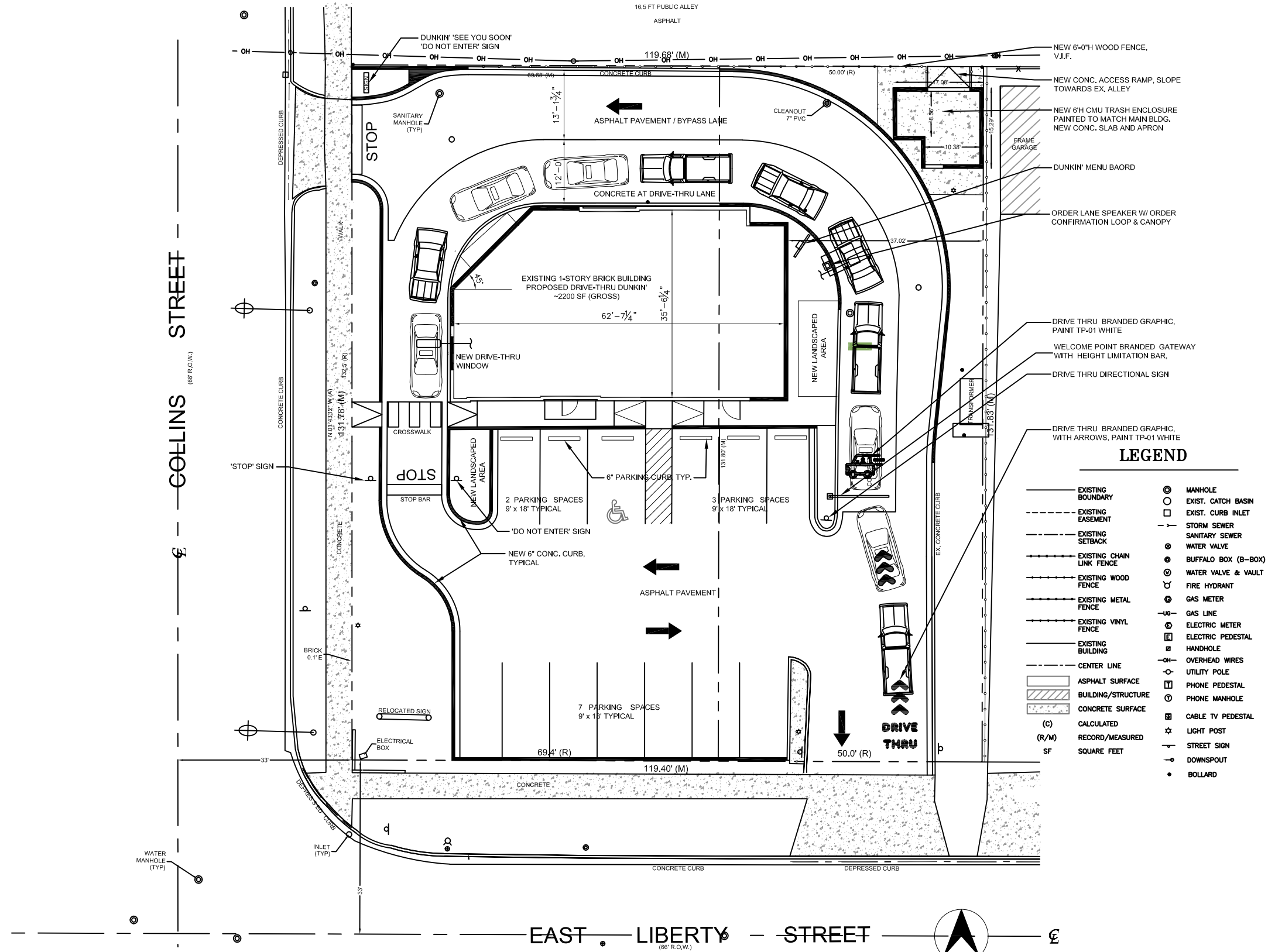
The proposed restaurant will be developed and constructed in accordance with the building and health code requirements of the City of Joliet, while also maintaining the general safety and welfare of the community.

Thank you,

Sincerely,

Umesh Patel
Shree Hari Donuts of Collins, Inc.
1724 Plainfield Road,
Crest Hill, IL 60403





PLAN IS SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF JOLIET AND INSPIRE BRANDS, INC.



PROPOSED DUNKIN'
600 COLLINS STREET, JOLIET, IL 60432

PROJECT NO. 74727-24 DATE: 10-24-2024



2514 WEST PETERSON AVENUE
CHICAGO, IL 60659
PHONE: 773.508.5533 FAX: 773.508.5757
www.akarchitects.com
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Memo

File #: ID-1894-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Resolution Approving an Easement Agreement with the Joliet Park District for the Pilcher Park (Highland Avenue) Culvert Repair Project

BACKGROUND:

On February 20, 2024, the Mayor and City Council awarded a professional services contract for the Pilcher Park (Highland Avenue) Culvert Project. Subsequently, Amendment No.1 was approved for easement plat preparation and coordination assistance with the Joliet Park District. The Joliet Park District Board has agreed to provide easements to complete the culvert repair project.

The Public Service Committee will review this matter.

CONCLUSION:

An easement agreement was prepared by the Joliet Park District and reviewed by the City's Legal Department. The attached easement agreement document will provide the needed access for construction and future maintenance of the Pilcher Park Culvert Repair improvements.

Owner:

Joliet Park District

PIN #:

30-07-12-400-005-0000

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a resolution accepting the temporary and permanent easements from the Joliet Park District.

RESOLUTION NO.

RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH THE JOLIET PARK DISTRICT FOR THE PILCHER PARK (HIGHLAND AVENUE) CULVERT REPAIR PROJECT

WHEREAS, the City of Joliet, Illinois (the “City”) is a duly organized and existing home rule municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, Joliet Park District wishes to grant two easements to the City; a temporary construction easement located north of the existing right of way for Highland Park Dr along the frontage west of PIN 30-07-12-400-005-0000 and a permanent easement located south of Highland Park Dr, along the frontage of PIN 30-07-12-400-005-0000, just west of the Hickory Creek Dam; 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 accept dedications of easement from other bodies

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby approve the Grant of Easement with the Joliet Park District for the Pilcher Park (Highland Avenue) Culvert Repair Project.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City of Joliet.

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

PASSED this _____ day of _____, 2024.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PREPARED BY & RETURN TO:
Nicole Karas
Robbins Schwartz
550 Warrenville Rd., Suite 460
Lisle, IL 60532-4311



[Above space reserved for recorder]

INTERGOVERNMENTAL EASEMENT AGREEMENT BETWEEN JOLIET PARK DISTRICT AND CITY OF JOLIET

This Intergovernmental Easement Agreement (the “Agreement”) made this ___ day of _____, 2024 (“Effective Date”), by and between the Joliet Park District, an Illinois park district (“Grantor”) and the City of Joliet, an Illinois municipality (“Grantee”). Grantor and Grantee hereinafter may be referred collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Grantor is the owner of certain real property located at Gougar and Route 30, Joliet, Illinois, commonly referred to as Pilcher Park, as depicted on the Easement Plat dated July 16, 2024, attached as **Exhibit A** to this Agreement (the “Subject Property”);

WHEREAS, Section 8-11 of the Illinois Park District Code (70 ILCS 1205/8-11) authorizes the Grantor to grant easements to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any Grantor property for various utilities including for storm water or other public services;

WHEREAS, Grantee desires to make certain stormwater and related improvements on the Subject Property in accordance with the approved Plans and Specifications, attached as **Exhibit B** to this Agreement (“Improvements”);

WHEREAS, Grantee requires a temporary easement within the Subject Property for the construction and installation of the Improvements and a permanent easement for future use, operation, maintenance and repair of the Improvements;

WHEREAS, Grantor has determined that it is in the public’s interest to grant a temporary construction easement on the Subject Property to the Grantee for the Grantee’s construction of the Improvements pursuant to the terms of this Agreement;

WHEREAS, Grantor has determined that it is in the public’s interest to grant a permanent easement to Grantee on the Subject Property for the use, operation, maintenance and repair of the Improvements pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth. All exhibits identified in this Agreement are by this reference incorporated into this Agreement and made a part hereof.

2. Grant of Temporary Easement for Construction. Grantor, as the owner of the Subject Property, for itself and its successors in title to all or any portion of the Subject Property, hereby grants and conveys to Grantee, its officers, agents, employees, officials, contractors, and subcontractors a non-exclusive and temporary easement (the "Temporary Construction Easement") on, over, across and through that portion of the Subject Property legally described and depicted on **Exhibit A** ("Temporary Construction Easement Area") in order to construct the Improvements. Grantee's construction and installation of the Improvements, use and access of the Temporary Construction Easement Area for the construction and installation of the Improvements, and all other activities related to construction, installation, and commencement of operation of the Improvements on the Temporary Construction Easement Area are hereinafter referred to as the "Temporary Construction Easement Activity(ies)". This Temporary Construction Easement is a temporary easement and, unless it is extended in writing by the Grantor, shall expire, without any action by any Party, on the earlier of: (a) within thirty (30) days after final completion of construction of the Improvements; or (b) April 30, 2025 ("Temporary Construction Easement Term"). Grantor shall have no responsibility to design, construct, operate or maintain the Improvements.

3. Temporary Construction Easement Activities.

a. Grantee agrees to use due care in the Temporary Construction Easement Activities, so as not to unreasonably disturb Grantor's use of the Subject Property. To the greatest extent practicable, Grantee shall minimize interference with the public's use and enjoyment of the Subject Property during the Temporary Construction Easement Term.

b. Prior to beginning any Temporary Construction Easement Activity, Grantee shall erect a temporary construction fence acceptable to the Grantor around the Temporary Construction Easement Area, to ensure that all Temporary Construction Easement Activities are confined within the designated areas. The fence shall not be removed until all Temporary Construction Easement Activities have been completed. The Grantee shall not permit its construction personnel to be outside of the designated construction areas while engaged in Temporary Construction Easement Activities.

c. Grantee covenants and agrees to properly maintain the Temporary Construction Easement Area and the Subject Property and keep same in good order, free and clear from rubbish. All trees, stumps, and other debris resulting from the Temporary Construction Easement Activities shall be legally disposed of off of the Subject Property by the Grantee.

d. Grantor shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to Temporary Construction Easement Activities. In no event shall Grantor be responsible for or have any obligation with respect to the safety of any person performing work for, or on behalf of, Grantee on the Temporary Construction Easement Activities, including, without limitation, the Grantee's employees or the personnel of any contractor, subcontractor,

agent or consultant retained by the Grantee. Grantee shall provide Grantor with prior reasonable notice of its intention to commence Temporary Construction Easement Activities.

e. Grantee shall take such measures as are necessary to ensure that the Temporary Construction Easement Area and the Subject Property are maintained in a reasonably safe condition during Temporary Construction Easement Activities. Such measures shall include the installation of appropriate barricades and warning signs, and the strict enforcement of all applicable safety rules and regulations. All Temporary Construction Easement Activities by Grantee or by any contractor, subcontractor, consultant, or other entity hired by Grantee to perform such Temporary Construction Easement Activities shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws.

f. Grantee further agrees to cause the Improvements to be: (i) constructed in a good and workmanlike manner; (ii) completed free of defects in workmanship or materials and otherwise in accordance with the Plans and Specifications; and (iii) completed free and clear of liens, claims or encumbrances.

4. Restoration. Upon the earlier of completion of the Temporary Construction Easement Activities, or expiration of the Temporary Construction Easement, the Grantee shall, at its sole cost and expense, restore the Temporary Construction Easement Area to the condition existing immediately prior to the commencement of the Temporary Construction Easement Activities, including but not limited to: (i) replacing any and all topsoil removed by Grantee on any portion of the Temporary Construction Easement Area; (ii) replacing any and all natural grass removed by seeding with a good quality seed on any portion of the Temporary Construction Easement Area; (iii) re-installing any park signage that was removed; (iv) restoring any pavement damaged or removed on any portion of the Temporary Construction Easement Area; (v) replacing any damaged or destroyed park amenity, with a new amenity of the same kind and as approved by the Grantor; (vi) replacing any trees removed with native species, as mutually agreed to by the Parties ; and (vii) restoring any portion of the Subject Property and any other adjacent property damaged or otherwise disturbed in connection with Temporary Construction Easement Activities to the same condition which existed immediately prior to commencing the Temporary Construction Easement Activities in accordance with this Section. With the exception of Section 4(vi) of this Agreement, all restoration shall be completed on or before April 30, 2025 or, if the restoration cannot be reasonably completed on or before April 30, 2025, the period for restoration shall be extended for a reasonable time, as approved by the Grantor, if the Grantee has commenced the restoration work, weather permitting, on or before April 30, 2025 and continues to diligently and in good faith to complete the restoration. The Parties agree that Grantee shall complete the tree restoration as specified in Section 4(vi) this Agreement as part of Grantee's annual tree replacement program in 2025-2026, on days and at times mutually agreed to by the Parties. Grantor shall determine in its sole and reasonable discretion when restoration of the Temporary Construction Easement Area, the Subject Property, and any adjacent property owned by Grantor is complete.

5. Grant of Non-exclusive Permanent Easement. Upon the earlier of Grantee's completion of the Temporary Construction Easement Activities or expiration of the Temporary Construction Easement as provided in Section 2 of this Agreement, Grantor grants to Grantee, and any of Grantee's officers, agents, contractors, sub-contractors, representatives, employees, licensees, successors or assigns, a non-exclusive permanent easement ("Permanent Easement") over, on, and across that portion of the Subject Property as legally described and depicted on **Exhibit A**, consisting of .27 acres, more or less ("Permanent Easement Premises"), for the right, privilege and authority to enter upon the Permanent Easement

Premises from time to time as Grantee, in its reasonable discretion deems necessary, or as otherwise specified pursuant to Section 6 or 7 of this Agreement, in order to use, operate, inspect, repair, replace, construct, and maintain the Improvements (collectively, "Permanent Easement Activity(ies)).

6. Maintenance and Repair. The Grantee shall maintain the Improvements in such a manner so as to ensure that the Improvements remain in good working order and repair at all times and will further ensure that the Improvements comply at all times with applicable federal, state and local law. In the event that the Grantor determines that the Grantee is not in compliance with the terms of this Section 6, the Grantor shall provide the Grantee written notice of said noncompliance. Upon receipt of said notice, the Grantee shall have thirty (30) days to commence the necessary measures to cure said noncompliance. Notwithstanding the above thirty (30) day cure period, the Grantee shall take immediate action to cure said noncompliance in the case of an emergency likely to cause immediate harm, damage or danger to surrounding property or to the public or private health, safety or welfare. In the event that the Grantee fails to commence the necessary measures to cure said noncompliance at the expiration of the periods set forth herein, or otherwise exhibits an unwillingness to cure said non-compliance, the Grantor shall have the right, but not the obligation, to take all steps necessary to bring the Improvements into good working order and repair and to ensure compliance with all applicable federal, state and local laws, and Grantee shall be responsible for all reasonable costs and expenses incurred by the Grantor in connection with same, including reasonable attorneys' fees.

7. Permanent Easement Conditions. The grant of the Permanent Easement and ancillary rights given to Grantee under this Agreement shall be subject to the conditions that:

a. Grantor reserves the right of access to and use of the Permanent Easement Premises in any manner not inconsistent with the rights granted to Grantee under this Agreement, including but not limited to the right to install structures, landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Permanent Easement Premises that do not then or later conflict with the Improvements or the easement rights granted hereunder;

b. Grantee shall notify Grantor prior to commencement of any Permanent Easement Activity on the Permanent Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such Permanent Easement Activity so as to protect the public at large and to avoid any interference with Grantor's use of the Subject Property or the Permanent Easement Premises;

c. All Permanent Easement Activities by any entity shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of Grantee;

d. Grantee shall restore the Permanent Easement Premises to the condition which existed immediately prior to the beginning of any Permanent Easement Activities, to the same requirements, standards and specifications set forth in Section 4 above with respect to restoration of the Temporary Construction Easement Premises, provided that such restoration shall be completed within thirty (30) days after completion of the Permanent Easement Activities, or, if the restoration cannot be reasonably completed within thirty (30) days, the period for restoration shall be extended for a reasonable time as approved by Grantor. Grantee shall similarly restore any portions of the Subject Property, and any other real estate owned by Grantor, or property adjacent to the Subject Property which is damaged or otherwise disturbed in connection with any Permanent Easement Activities to the same requirements, standards

and specifications set forth in Section 4 above with respect to restoration of the Temporary Construction Easement Premises, provided that such restoration shall be completed within thirty (30) days after completion of the Permanent Easement Activities, or, if the restoration cannot be reasonably completed within thirty (30) days, the period for restoration shall be extended for a reasonable time as approved by Grantor. Grantee shall be responsible for all costs associated with said restoration of the Permanent Easement Premises, the Subject Property, any other real estate owned by Grantor, or property adjacent to the Subject Property as provided herein.

8. Hazardous Materials. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Subject Property (except as needed for vehicles or equipment for construction of the Temporary Construction Easement Activities, or as otherwise needed for the Permanent Easement Activities, provided that Grantee and its contractors shall be liable for any damage to or contamination of the Subject Property resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable Laws, including, without limitation, any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as "Hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

9. No Liens. Grantee shall not permit any mechanics or other lien or charge to be filed against the Grantor or the Subject Property by reason of any work, labor, services or materials performed by or for the Grantee or furnished to the Grantee in performance of any Temporary Construction Easement Activity or any Permanent Easement Activity. If any such mechanics or other lien or charge shall at any time be filed against the Grantor or the Subject Property, Grantee shall within forty-five (45) days after receipt of a notice of such lien or charge cause the same to be discharged of record. In the event Grantee fails to discharge such lien or charge within said 45-day period, Grantor may, on ten (10) days' prior notice to Grantee, discharge the same, and all costs and expenses, including reasonable attorneys' fees, incurred by Grantor in procuring such discharge, shall be payable by Grantee on demand.

10. Indemnification. Grantee agrees to indemnify, defend and save Grantor, its respective officers, elected officials, agents and employees, and all other persons or entities acting at the direction of Grantor, harmless from and against any and all liabilities, claims, losses, or demands for personal injury, including death, or property damage arising out of or caused by any act or omission of Grantee, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising from Grantee's conduct of the Temporary Construction Easement Activities, Permanent Easement Activities, or Grantee's performance, exercise or use of any of the easement rights or responsibilities granted to it under this Agreement.

11. Insurance. Grantee shall maintain liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to Grantor and/or the risk management

association of which it is a member or may be self-insured for this coverage, to protect Grantor against claims arising directly or indirectly out of or in connection with: (a) Grantee's conduct of the Temporary Construction Easement Activities or use of the Temporary Construction Easement Area pursuant to this Agreement; and (b) Grantee's conduct of the Permanent Easement Activities or use of the Permanent Easement Premises or the Subject Property pursuant to this Agreement. Grantee shall name, or cause any contractor hired to perform any work on the Temporary Construction Easement Area or the Permanent Easement Premises to name the Grantor, its respective elected and appointed officials, officers, employees and agents as an additional insureds in the same coverages and coverage amounts that Grantee requires said contractors to provide for Grantee's benefit. Prior to commencing any activity on the Subject Property, Temporary Construction Easement Area or Permanent Easement Premises, Grantee shall provide to Grantor a copy of a Certificate of Insurance evidencing the coverages and additional insured status required hereby, including evidence satisfactory to Grantor of the amount of any self-insured retentions available for and applicable to claims arising under this Agreement.

12. Project Coordination; Payment of Fees, Costs, and Expenses; Construction of Improvements.

a. Grantee shall be solely responsible for the payment of all fees, costs, and expenses associated in any way with the Temporary Construction Easement Activities, including but not by limitation, the costs for any and all design, construction, and initial operation of the Improvements. Grantor shall not have any duty to make any payments or expend any funds related in any way thereto.

b. Grantee shall be solely responsible for the payment of all fees, costs, and expenses associated in any way with the Permanent Easement Activities and the maintenance duties specified in Section 6 of this Agreement. Grantor shall have any duty to make any payments or expend any funds related in any way thereto.

13. Term. Except as otherwise provided herein, this Agreement shall commence on the Effective Date and shall be perpetual. If any of the rights or restrictions imposed by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the survivor of the now living descendants of the current Governor of the State of Illinois as of the date of this Agreement.

14. Additional Easements. Grantor shall have the right to grant other easements over, along, across or upon the Permanent Easement Premises; provided, however, that any such other easements shall be subject to the rights granted to Grantee hereunder.

15. Recording. This Agreement shall be recorded in the Office of the Will County Recorder of Deeds by Grantee.

16. Exceptions. The Temporary Construction Easement and Permanent Easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any Parties which would be revealed by a physical inspection of the Subject Property. All rights granted Grantee are expressly subject to the terms and conditions of the deed conveying title to Subject Property to Grantor.

17. Entire Agreement; Amendment. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

18. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

19. No Assignment; Covenant Running with the Land. This Agreement shall be binding on the Parties and their successors and assigns. The rights granted hereunder to Grantee are non-transferable and shall not be assigned. The terms, conditions and provisions of this Agreement shall be a covenant running with the land and shall be binding upon the heirs, executors and administrators, personal representatives, successors and assigns of the parties hereto.

20. Governing Law; Venue. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Will County Illinois.

21. Captions and Section Headings. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

22. Notices. Any notice, request, approval, demand, instruction or any other communication to be given to either Party hereunder, shall be in writing and shall be conclusively deemed to be delivered when personally delivered, or when deposited for overnight delivery with a courier such as Federal Express or other overnight/same day courier service, and such notices are addressed to the following addresses:

If to Grantor: Joliet Park District
3000 West Jefferson Street
Plainfield, IL 60544
Attn: Executive Director

If to Grantee: City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Attn:

23. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by any of the Parties of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

24. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

25. Authority. Each Party hereby warrants and represents to the other that all appropriate action of its governing board has been taken to authorize entry into and the execution of this Agreement by it, by the persons signing below, and each Party shall provide proof thereof on request of the other Party.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR

JOLIET PARK DISTRICT

By: _____

Its: _____

Attest: _____

Its: _____

GRANTEE

CITY OF JOLIET

By: _____

Its: _____

Attest: _____

Its: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

Notary Public

My Commission expires:_____

GRANTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

Notary Public

My Commission expires:_____

EXHIBIT A

EASEMENT PLAT – SEE ATTACHED

EXHIBIT B

APPROVED PLANS AND SPECIFICATIONS FOR IMPROVEMENTS

Heavyplotter 7/16/2024 8:40:50 AM = PLOTTED

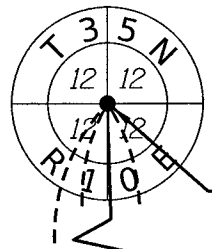
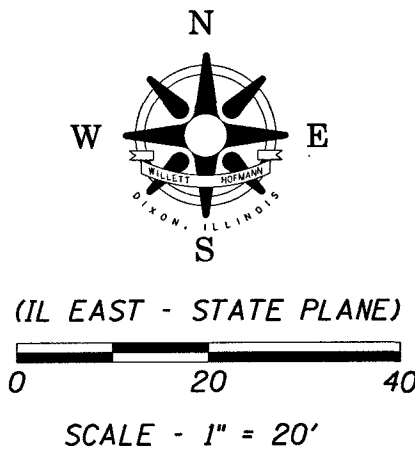
FILE = S:\PROJECTS\2023\243J23.COJ.SURVEY\243J23.EasePlat.dgn

EASEMENT PLAT OF

PART OF THE SOUTH HALF OF SECTION 12,
TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN
WILL COUNTY, ILLINOIS

LEGEND

- EXISTING PROPERTY LINE
- - - RIGHT OF WAY LINE
- ////// PROPOSED PERMANENT EASEMENT
- TT TT TT T PROPOSED TEMPORARY EASEMENT
- FOUND SURVEY MONUMENT IN PLACE
- () RECORDED DIMENSION



P.O.C. PERM. EASEMENT
P.O.C. TEMP. EASEMENT
CENTER OF SECTION 12-35-10

NORTH RIGHT OF WAY LINE OF
HIGHLAND PARK DRIVE

PART OF PIN: 30-07-12-400-005

EAST LINE OF PREMESIS DESCRIBED IN
WARRANTY DEED TO BEATA CIESLAK
KORDYLEWICZ AND MARIUSZ KORDYLEWICZ
RECORDED DEC. 2020 AS DOC. NO. R2020111545

HIGHLAND PARK DRIVE

AREA = 0.27 ACRE,
MORE OR LESS

P.O.B. TEMP. EASEMENT
N 61° 43' 25" E 27.47'

AREA = 281 SQ FT,
MORE OR LESS

P.O.B. PERM. EASEMENT

SOUTH RIGHT OF WAY LINE OF
HIGHLAND PARK DRIVE

N 02° 46' 33" W 10.71'

PART OF PIN: 30-07-12-400-005

NORTH RIGHT OF WAY LINE OF
THE CHICAGO, ROCK ISLAND,
AND PACIFIC RAILROAD

S 64° 22' 52" W 26.66'

LEGAL DESCRIPTIONS:

PERMANENT EASEMENT

Part of the Southeast Quarter of Section 12, Township 35 North, Range 10 East, of the Third Principal Meridian, Will County, Illinois, being more particularly described as follows:

Commencing at the Center of said Section 12; thence South 01 degree 42 minutes 26 seconds East, on the west line of said Southeast Quarter, 543.91 feet to the north right of way line of the Chicago, Rock Island and Pacific Railroad right of way; thence easterly 48.25 feet on said north right of way line, said line being a curve to the right, having a radius of 3,217.79 feet, the chord of said curve bears North 73 degrees 43 minutes 03 seconds East, 48.25 feet to the south right of way line of a public roadway designated as Highland Park Drive; thence North 48 degrees 54 minutes 50 seconds East on said south right of way line, 128.60 feet to the Point of Beginning; thence continuing North 48 degrees 54 minutes 50 seconds East on said south right of way line, 95.96 feet; thence South 75 degrees 41 minutes 10 seconds East, 115.22 feet; thence South 44 degrees 29 minutes 28 seconds West, 92.06 feet to the north right of way line of said Chicago, Rock Island and Pacific Railroad; thence westerly 75.33 feet on said north right of way line, said line being a curve to the left, having a radius of 3,217.79 feet, the chord of said curve bears South 77 degrees 26 minutes 45 seconds West, 66.05 feet to the point of beginning; the above described real estate contains 0.27 acre, more or less.

TEMPORARY EASEMENT

Part of Assessor's Lot 1 in the Southwest Quarter of Section 12, Township 35 North, Range 10 East, of the Third Principal Meridian, Will County, Illinois, being more particularly described as follows:

Commencing at the Center of said Section 12; thence South 01 degree 42 minutes 26 seconds East, on the east line of said Southwest Quarter, 448.91 feet to the Point of Beginning; thence continuing South 01 degree 42 minutes 26 seconds East, on said east line, 12.19 feet to the north right of way line of a public roadway designated as Highland Park Drive; thence South 64 degrees 22 minutes 52 seconds West on said north right of way line, 26.66 feet to an east line of the premises described in a General Warranty Deed from Jacob Rhein and Laura Goydich Rhein to Beata Cieslak Kordylewicz and Mariusz Kordylewicz, recorded December 09, 2020 as Document number R2020111545 in the Will County Recorder of Deeds Office; thence North 02 degrees 46 minutes 33 seconds West on the east line of the said described premises, 10.71 feet; thence North 61 degrees 43 minutes 25 seconds East, 27.47 feet to the Point of Beginning, the above described real estate contains 281 square feet, more or less.

EAST LINE OF THE
SOUTHWEST QUARTER
OF SECTION 12-35-10

WEST LINE OF THE
SOUTHEAST QUARTER
OF SECTION 12-35-10

R = 3217.79'
L = 48.25'
CHD. = N 73° 43' 03" E 48.25'

SOUTHWEST CORNER OF
THE SOUTHEAST QUARTER
OF SECTION 12-35-10

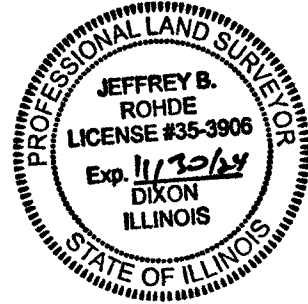
MONUMENT RECORD NO. R2020042338
RECORDED JUNE 6, 2020

SURVEYOR'S STATEMENT

We, Willett, Hofmann & Associates, Inc., do hereby state we have platted the premises above described for granting an easement, and that the plat hereon is a true representation of the said description. This is not a Boundary Survey.

Signed at Dixon, Illinois, this 16th day of July, 2024.

Jeffrey B. Rohde, Illinois Professional Land Surveyor No. 35-3906
Current expiration date: 30 November 2024



REV.	DATE	BY	REMARKS

DESIGNED XXX
DRAWN MKS
REVIEWED JBR
APPROVED JBR



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING
809 EAST 2ND STREET, DIXON, IL 61021-0367
T: 815-284-3381 DESIGN FIRM: #184-000918

CITY OF JOLIET
EASEMENT PLAT
WILL COUNTY, ILLINOIS
FIELDWORK COMPLETED: 02-21-24

PHASE
 PRELIM FINAL CONST
 PERMIT BID —

WHA No. 2243J23
DATE 07-16-24
SHEET No. 01

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Memo

File #: ID-1895-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Resolution for the City of Joliet and Fairmont Community Partnership Group, Inc. Partnership Agreement for the Fairmont Sanitary Sewer and Community Improvements Project

BACKGROUND:

EPA's new Environmental and Climate Justice Community Change Grant program has announced a Notice of Funding Opportunity for approximately \$2 billion dollars in Inflation Reduction Act funds in environmental and climate justice activities to benefit disadvantaged communities. The maximum award for each application submitted is \$20 million, with a minimum award of \$10 million.

The City of Joliet has owned and operated the Fairmont water and sewer system since November of 2019. Since the maintenance and operation has been taken over by the City of Joliet, it has been identified that there is significant need for sewer improvement projects to address deficiencies in the collection system. A series of projects have been identified to correct the sanitary sewer system deficiencies; however, funding has not been available to move forward with these projects.

Department of Utilities Staff and Will County have identified the Community Change Grant Program as an opportunity to fund these projects. In order to submit an application for the Community Change Grant the City must form a Statutory Partnership with a nonprofit group to apply for these funds. Fairmont Community Partnership Group has been identified as the best group to form a Statutory Partnership with for this grant application.

The Public Service Committee will review this matter.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution, authorizing execution of the City of Joliet and Fairmont Community Partnership Group, Inc. Partnership Agreement for the Fairmont Sanitary Sewer and Community Improvements project. This agreement will allow the Department of Public Utilities to apply for the Community Change Grant.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF THE CITY OF JOLIET AND FAIRMONT
COMMUNITY PARTNERSHIP AGREEMENT FOR THE FAIRMONT SANITARY SEWER
AND COMMUNITY IMPROVEMENTS PROJECT**

WHEREAS, there exists in the unincorporated area of the County commonly known as the Fairmont Subdivision of Lockport Township, the need for various public improvements to the potable water system and sanitary sewer collection system, for which there is an urgent need; and

WHEREAS, the City of Joliet entered into an Intergovernmental Agreement with Lockport Township to acquire, own and operate the Fairmont water and sewer system; and

WHEREAS, it has been determined that significant funding is needed to address deficiencies in the sanitary sewer collection system in the Fairmont Subdivision; and

WHEREAS, the EPA's new Environmental and Climate Justice Community Change Grant program has announced a Notice of Funding Opportunity for approximately \$2 billion dollars in Inflation Reduction Act funds in environmental and climate justice activities to benefit disadvantaged communities; and

WHEREAS, the Fairmont Subdivision qualifies as a disadvantaged community which is eligible for this grant opportunity; and

WHEREAS, in order to submit an application for the Community Change Grant the City must form a Statutory Partnership with a nonprofit group to apply for these funds and the Fairmont Community Partnership Group has been identified as the best group to form a Statutory Partnership with for this grant application.

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

SECTION 1: The City Manager and City Clerk are hereby authorized to execute the City of Joliet and Fairmont Community Partnership Group, Inc. Partnership Agreement for the Fairmont Sanitary Sewer and Community Improvements Project for funding of sewer improvements associated with the Fairmont system, which is substantially the same as Exhibit "A" attached hereto and incorporated herein.

SECTION 2: 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 3: 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.

SECTION 4: This Resolution shall be in effect upon its passage.

PASSED this _____ day of _____, 2024.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet and Fairmont Community Partnership Group, Inc.
Partnership Agreement for Fairmont Sanitary Sewer and Community Improvements

This Partnership Agreement (the “Agreement”) is made and entered into November 4, 2024 (the “Effective Date”). The City of Joliet and the Fairmont Community Partnership Group, Inc. are the “Partners” in this Agreement.

The Partners of this Agreement agree to the following:

I. The Partners are executing this document to create a Partnership. This Partnership will be known as the Fairmont Sanitary Sewer and Community Improvements Partnership (the “Partnership”).

II. The Partnership

- a. The Partners wish to become partners for the primary purpose of applying for and, if awarded, completing an Environmental Protection Agency (“EPA”) Community Change Grant (“CCG”).
- b. The terms and conditions of the Partnership will be outlined in this Agreement.
- c. The Partnership will be in effect on November 5, 2024.
- d. The Partnership will only be terminated as outlined in this Agreement.
- e. The Partnership will be governed under the laws of the of the State of Illinois.
- f. The Partnership shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.

III. Roles of the Partners

- a. The City of Joliet shall be the Lead Applicant of a CCG, and shall:
 - i. Be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
 - ii. Making a subaward to the Fairmont Community Partnership Group, Inc. in the amount consistent with the final EPA approved grant budget.
 - iii. Ensure that all subawards comply with the subaward requirements in the grant regulation at 2 CFR 200.331 and in EPA’s Subaward Policy and related guidance.
 - iv. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - v. Be responsible for all compliance and legal issues, and managing risks associated with the project.
 - vi. Be responsible for the following project-specific activities:
 - The design, procurement, and project management of the Sanitary Sewer Improvements as laid out in the CCG application.
 - Ensuring the project schedule is met.
 - Measuring the effectiveness of the Sanitary Sewer Improvements in the Fairmont Community.
 - Payment distributions for all Sanitary Sewer Improvement Projects laid out in the CCG application.

- vii. Share decision making authority with the Fairmont Community Partnership Group, Inc. and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
- b. Fairmont Community Partnership Group, Inc. if the CCG is awarded shall:
 - i. Be responsible for the following project-specific activities:
 - The community engagement and education of the Fairmont Community as described in the CCG application.
 - Procurement and project management of generators for the Fairmont Community's disaster community center.
 - Procurement of consultant to complete Radon Testing of the buildings in the Fairmont Community.
 - Procurement and project management of Radon Remediation of the buildings that are positive for radon.
 - Management and community outreach for the Economic Support for Family Health as described in the CCG application.
 - Payment distributions for all items above for the Fairmont Community Improvements.
 - ii. Share decision making authority with the City of Joliet and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

IV. Dispute Resolution

- a. Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

- b. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be under the law applicable to the Partnership Agreement.

V. Replacement of Fairmont Community Partnership Group, Inc. as Statutory Partner

- a. If Fairmont Community Partnership Group, Inc. can no longer withhold the responsibilities of this agreement, the City will replace Fairmont Community Partnership Group with another nonprofit group of the Fairmont Community, as recommended by Will County of Illinois.
- b. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.

VI. Grant Application

The City of Joliet shall not submit a CCG application for this Partnership without the written approval of the Fairmont Community Partnership Group, Inc.

VII. End of the Partnership

- a. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - i. When Fairmont Community Partnership Group, Inc. is replaced under the procedure listed in Section V of this agreement.
 - ii. When the CCG is completed as determined by EPA.
 - iii. When the Partnership is informed that their application for a CCG is rejected unless, as agreed by both Partners, they resubmit an amended application.
 - iv. When the Partnership is informed that their resubmitted application is rejected.
- b. The Partners agree to be bound by the terms of this Partnership Agreement and agree that the Partners have received due consideration for entering into this contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

FAIRMONT COMMUNITY PARTNERSHIP GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: ID-1896-20

Agenda Date: 11/4/2024

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:

Resolution Authorizing Execution of an Intergovernmental Agreement between the County of Will and the City of Joliet for Funding of Improvements for the Fairmont Sewer System

BACKGROUND:

On September 3, 2019, the City Council approved Intergovernmental Agreements with Lockport Township and Will County to acquire the Fairmont Water and Sewer System in unincorporated Lockport Township. The area of the Fairmont Sanitary Sewer System that is tributary to the Canal Street Lift Station is constructed of vitrified clay pipe and has been prioritized for rehabilitation due to the excessive inflow and infiltration that is received at the Canal Street Lift Station. Cured in place pipe (CIPP) lining of the mainline sewer and manhole rehabilitation is recommended as the first phase of work to address this issue.

The Public Service Committee will review this matter.

CONCLUSION:

An Intergovernmental Agreement has been prepared for the completion and funding of the sewer improvements identified. Per the agreement, Will County will commit \$1,110,604.00 in funding via Community Grant funding, County CDBG funds, and Will County Land Use funding for completion of the project.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution, authorizing execution of an Intergovernmental Agreement between the County of Will and the City of Joliet.

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF WILL AND THE CITY OF JOLIET FOR FUNDING OF IMPROVEMENTS FOR THE FAIRMONT SEWER SYSTEM

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

WHEREAS, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, 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, there exists in the unincorporated area of the County commonly known as the Fairmont Subdivision of Lockport Township, the need for various public improvements to the potable water system and sanitary sewer collection system, for which there is an urgent need; and

WHEREAS, the City of Joliet entered into an Intergovernmental Agreement with Lockport Township to acquire, own and operate the Fairmont water and sewer system; and

WHEREAS, the County of Will entered into an Intergovernmental Agreement with the City of Joliet, providing \$3.5 million dollars over five years to address immediate improvements to the current system and transfer the water source from Township wells to City of Joliet; and

WHEREAS, the parties have determined that a joint approach to system rehabilitation would be most beneficial to the residents of Fairmont; and

WHEREAS, it has been determined that the next area of concern to be addressed is the rehabilitation of the sewer system tributary to the Canal Street Lift Station which has deteriorated to the point where the sewer system is being infiltrated by storm and ground water; and

WHEREAS, the County has committed to providing \$1,110,604 to fund completion of the project by the City utilizing \$500,000 in USEPA funds to be utilized by the City of Joliet via a Community Grant obtained by the County, \$410,604 in Program Year 2024 CDBG capital improvement funds awarded to the City of Joliet through annual application of County CDBG funds, and \$200,000 in Land Use annual allocation for Community Development.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute the Intergovernmental Agreement between the County of Will and the City of Joliet for funding of sewer improvements associated with the Fairmont system, which is substantially the same as Exhibit "A" attached hereto and incorporated herein.

SECTION 2: 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 3: 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.

SECTION 4: This Resolution shall be in effect upon its passage.

PASSED this _____ day of _____, 2024.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WILL, AN ENTITLEMENT COUNTY AND THE CITY OF
JOLIET, A METROPOLITAN CITY

THIS INTERGOVERNMENTAL AGREEMENT entered into effect the _____ day of _____, 2024, between the City of Joliet, an Illinois municipal corporation (**City**) and the County of Will, Illinois, a body politic and corporate of the State of Illinois (**County**) (**Together, the “Parties;” individually, each a “Party”**).

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 USC 5301, *et seq.*), (hereinafter referred to as the “Act”) providing Federal Assistance for the support of Community Development Block Grant (CDBG) activities from the U.S. Department of Housing and Urban Development (HUD), which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the Act makes possible the allocation of funds to Will County for the purpose of undertaking community development program activities within the municipality as authorized in Section 105 of the Act and further identified in Section 570.200-20 of Title 24 CFR, Chapter V, Part 570; and

WHEREAS, the Parties:

1. Have determined that there exists in the unincorporated area of the County commonly known as the Fairmont Subdivision of Lockport Township, the need for various public improvements to the potable water system and sanitary sewer collection system, for which there is an urgent need; and
2. Have determined, based on this urgent need, that an experienced utility system operator would be the best candidate to take over the dilapidated system; and
3. The City of Joliet entered into an Inter-Governmental Agreement with Lockport Township to acquire, own and operate the Fairmont water and sewer system; and
4. The County entered into an Inter-Governmental Agreement with the City of Joliet, providing \$3.5 million dollars over five years to address immediate improvements to the current system and transfer the water source from Township wells to City of Joliet; and
5. Have determined, that the City of Joliet has invested its own funds in system improvements, however, a joint approach to system rehabilitation would be most beneficial to the residents of Fairmont; and
6. Have determined that the next area of concern to be addressed is the rehabilitation of the sewer system which has deteriorated to the point where the sewer system is being infiltrated by storm and ground water; and
7. Have determined that the infiltration of storm and ground water through the system has placed total flow at a level exceeding the maximum system capacity resulting in sewerage overflows; and
8. Have agreed to implement the attached improvement plan and that said improvements can be accomplished by participation in the program established by

- the Act, and in effectuation of the purposes thereof; and
9. Have agreed to the total cost of \$1,110,604 utilizing \$500,000 in USEPA funds to be utilized by the City of Joliet via a Community Grant obtained by the County, \$410,604 in Program Year 2024 CDBG capital improvement funds awarded to the City of Joliet through annual application of County CDBG funds, and \$200,000 in Land Use annual allocation for Community Development; and
 10. Have agreed that the City of Joliet, will also enter into a Sub-Recipient Agreement with Will County for the project and utilization of CDBG funding per HUD regulations; and
 11. Have agreed that the City of Joliet will not engage in any “Choice Limiting Actions” prior to the full execution of the subrecipient agreement, due to such actions will place funding at risk; and
 12. Have determined that the County cannot guarantee the release of CDBG or USEPA funding, and if for any reasons beyond the control of the County, these funds are not allocated, the terms of this Intergovernmental Agreement will be void until that time alternate funding sources can be secured by the County of Will and the City of Joliet; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10, of the 1970 Illinois Constitution:

- “(A) Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities”; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

“Section 3. INTERGOVERNMENTAL COOPERATION. Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law.”

“Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any

powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;” and

WHEREAS, the Parties have authorized the execution of this Agreement, as an exercise of their respective powers and other governmental authority, and as an exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between and among the Parties, as follows:

ARTICLE 1: RECITALS

The foregoing recitals are incorporated herein and made part of this Agreement.

ARTICLE 2: BASIS, PURPOSE, AND INTENT

The Parties, by their respective governing bodies, have investigated the provisions of the Act and hereby find and declare:

1. That the recitals hereinabove set forth show that joint action by the City and the County is the most effective way to accomplish the purpose of the Act.
2. That it is the purpose and intent of the Parties by Intergovernmental Agreement to cooperate in undertaking, or assisting in undertaking, essential community development, specifically the County making improvements to the water distribution and sewer collection system within the area of unincorporated Lockport Township known as the Fairmont area.
3. That it is the purpose and intent of the parties hereto by Intergovernmental Agreement that the City, upon commencement by the County of making improvements to the sewer collection system in accordance with the attached Sewer Rehabilitation Plan

ARTICLE 3: AGREEMENT

1. The County and the City agree to cooperate to undertake, or assist in undertaking, specified sewer system improvements in accordance with the attached improvement plan.
2. The Parties agree that the City has ownership of, and responsibility to operate, a water distribution and sanitary sewer collection system in unincorporated

Lockport Township without annexation of such area.

3. The Parties agree that the City shall enter into a written sub-recipient agreement with the County in conformance with HUD Regulations at 24 CFR 570.503
4. The Parties agree to take all required actions to assure compliance with the County's certification as to and under the provisions of the National Environmental Policy Act of 1969, Uniform Relocation Act, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Sec. 504 of the Rehabilitation Act of 1973, Section 104(b) and 109 Title I of the Housing and Community Development Act of 1974, as amended, and the Americans with Disabilities Act, as amended, and other applicable Federal and State laws.
5. The City agrees to evidence its consent to participate in this Agreement by providing the County with 1) a certified copy of a resolution from the governing body of the City that the Chief Elected Official of the City is authorized to sign the Agreement and, 2) an unqualified opinion of its legal counsel acceptable to the County concluding that the City is authorized under Illinois and local law to enter into the terms and provisions of the agreement and to undertake or assist in undertaking community development activities under the CDBG program.

ARTICLE 4: DURATION OF AGREEMENT

1. The Agreement shall commence upon approval by both parties and shall continue in operation for the term of the CDBG Agreement, unless extended by mutual agreement, commencing on that date for the duration of the official Will County Community Development program years or until all CDBG funds, including program income or income generated from the expenditure of such funds, which may be received from HUD for such program years have been expended, returned or otherwise accounted for, to the satisfaction of HUD, whichever is longer.
2. That the County and the City may not terminate or withdraw from this Agreement while this Agreement remains in effect.

ARTICLE 5: PROGRAM INCOME

1. That the City will inform the County of any income generated by the expenditures of funds received by the City from the County.
2. That any such program income must be returned to the County for the reprogramming for eligible activities for use in any part of the County, as the County determines is best.
3. That the County shall monitor and report to HUD on the use of any program

income.

4. That the City shall comply with all rules and regulations for the appropriate record keeping in relation to the generation and return of any program income.
5. That, in the event of a closeout of a project, change in status of the City or termination of this Agreement, any program income that is on hand at that time or is received subsequent thereto, shall be returned to the County.

ARTICLE 6: PROPERTY ACQUISITION AND DISPOSITION

1. That the City shall comply with all rules and regulations in connection with the acquisition and disposition of real property.
2. That the City shall immediately notify the County of any modification or change in the use of the acquired real property from the use planned at the time of the acquisition or improvement, including but not limited to, disposition.
3. That the City shall pay to the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures on non-CDBG funds, where applicable), on any property acquired or improved with CDBG funds which the City sells or transfers for a use which does not qualify under CDBG regulations.
4. That any program income generated from the disposition or transfer of property prior or subsequent to closeout, change of status of the City, or termination of this Agreement shall be returned by the City to the County for reprogramming for eligible activities in any part of the County, as the County determines best.

ARTICLE 7: ALLOCATION AND EXPENDITURES

No funds under the terms of this agreement will be allocated, obligated or expended by the City prior to approval by the County.

ARTICLE 8: PROHIBITION FROM FUNDING

The County and the City agree that the County is prohibited from and shall not fund the City for activities in, or in support of, the City when the City does not affirmatively further fair housing within its corporate limits or when the City's actions impede the County's actions to comply with its fair housing certification to the Federal Government.

ARTICLE 9: CITY AS SUB-RECIPIENT

The City agrees that, pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

ARTICLE 10: NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS POLICY

The City certifies that it has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights and demonstrations within its jurisdictions.

ARTICLE 11: REMEDIES

1. Upon the determination by HUD or by the County that any funds provided to the City under this program have been spent in violation of the requirements of Federal or State law, or the items of this Agreement, such funds will, upon the request of the County, be returned to the County.
2. The City will take such action as directed by HUD or the County to alter or modify a program to eliminate a violation of law.
3. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Venue for any dispute shall be the 12th Judicial Circuit, Will County, Illinois.

ARTICLE 12: RECIPROCAL HOLD HARMLESS

The County will save and hold harmless the City from and against all liabilities, claims, and demands of whatsoever kind or nature arising out of the performance of services by the County, its officers, officials, or employees. The County will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

The City will save and hold harmless the County from and against all liabilities, claims, and demands of whatsoever kind or nature arising out of the performance of services by the City, its officers, officials or employees. The City will defend at its own expense any actions based thereon and shall pay all charges of attorneys

and all costs and other expenses arising therefrom.

ARTICLE 14: SEVERABILITY

If any provision of this Agreement is invalid for any reason, such invalidation shall not affect the other provisions of this Agreement which shall be given effect without the invalid provision; and to this end the provisions of this Agreement are to be severable.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials, pursuant to proper resolution of their respective governing bodies.

**County of Will
Illinois**

By:

Jennifer Bertino-Tarrant
Will County Executive

ATTEST:

By:

Charles B. Pelkie, Jr.
County Clerk

Date: _____

**City of Joliet
Illinois**

By:

Terry D'Arcy
Mayor

ATTEST:

By:

Lauren O'Hara
City Clerk

Date: _____

Sewer Rehabilitation Plan

Fairmont Area Tributary to the Canal Street

Lift Station:

	Quantity	Unit Price	Cost
Precleaning and Televising	17450	\$5.32	\$92,834.00
8-inch CIPP	10750	\$38.57	\$414,627.50
10-inch CIPP	5200	\$39.90	\$207,480.00
12-inch CIPP	1500	\$46.55	\$69,825.00
Lateral Reinstatements	283	\$99.75	\$28,229.25
Manhole Rehabilitation	57	\$5,320.00	\$303,240.00
		Subtotal:	\$1,116,235.75



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-7864

Agenda Date: 11/4/2024

CITY OF JOLIET

INTEROFFICE MEMORANDUM

October 23, 2024

TO: Public Service Committee

FROM: Allison Swisher, P.E., Director of Public Utilities

SUBJECT: Report on Utilities' Maintenance Activities

The following maintenance activities have been conducted over the past month:

Hydrant Repairs: Twelve hydrants have been repaired. There are currently 85 out of service hydrants (1.0% of 8351) and 48 hydrants that are operational but need repairs (0.6% of 8351).

Valve Repairs: Four valves have been reset or repaired.

Water Main Breaks: Eleven water main breaks have been repaired. For 2024, there have been a total of 144 water main breaks. For the same period of time, we had 132 water main breaks in 2023, 188 in 2022, 177 in 2021, 147 in 2020, 209 in 2019, and 196 in 2018.

There were two new contracted services. Austin Tyler completed a water main repair at Jasper St., and Wheeler Avenue on Saturday, October 5th when city staff were unavailable to complete the repair. Austin Tyler also completed a sewer repair at 259 Republic Avenue on October 2nd. The depth of the repair exceeded that which City equipment could safely excavate. City workers assisted in both emergency repairs.