



City of Joliet

Public Service Committee

Meeting Agenda

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

Monday, May 4, 2026

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 04/20/2026

[TMP-9807](#)

Attachments: [04202026 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

Award of a Professional Services Contract for Roadway Mapping and Pavement Analysis / Condition Classification to Cyclomedia Technology Inc., in the Amount of \$190,950.00

[233-26](#)

Attachments: [Cyclomedia PSA.docx](#)

[CyclomediaSOW JolietCapturePASER April2026 mjs 3-27-26.docx](#)
[Approver Report](#)

Award of Contract No. 2975-0426 for the Public Utilities Department Generator Purchase to Metropolitan Industries in the Amount of \$349,302.00 [234-26](#)

Attachments: [Approver Report](#)

Award of Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint to Dynamic Industrial Services in the Amount of \$327,600.00 [235-26](#)

Attachments: [Approver Report](#)

Award of Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation to Dahme Mechanical Industries Inc. in the Amount of \$68,888.00 [236-26](#)

Attachments: [Approver Report](#)

Award of Contract No. 2979-0426 for the Well 18D Rehabilitation to Great Lakes Water Resources Group in the Amount of \$220,907.00 [237-26](#)

Attachments: [Approver Report](#)

Award of Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project to Era-Valdivia Contractors Inc. in the Amount of \$1,893,000.00 and Award of a Construction Engineering Services Agreement to Dixon Engineering Inc. for the Not-to-Exceed Amount of \$158,950.00 [240-26](#)

Attachments: [Joliet IL Agmt Professional Services 2026 1MG RA Ondeid \(002\)](#)
[Approver Report](#)

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approve Payment of the 2026 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of \$25,140.08 [238-26](#)

Attachments: [Approver Report](#)

ORDINANCES AND RESOLUTIONS

Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Quaternary Delivery Structure) [244-26](#)

Attachments: [Resolution](#)

[GPWC-Joliet WDS Esmt Agrmt-129th Infantry \(Quaternary\)-For Packet \(+exh\)](#)
[Approver Report](#)

Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Secondary Delivery Structure) [245-26](#)

Attachments: [Resolution](#)

[GPWC-Joliet WDS Easement Agreement Black-Co Line \(Secondary\)-For Packet \(+exh\)](#)
[Approver Report](#)

Resolution Amending Three Agreements Between the City of Joliet and Will County for American Rescue Plan Act Funded Projects [246-26](#)

Attachments: [Resolution](#)

[City of Joliet Fairmont-Contract Addendum-Award Decrease](#)
[City of Joliet Rosalin-Contract Addendum-Award Decrease](#)
[SE Joliet Increase Award Addendum \(002\)](#)
[Approver Report](#)

Resolution Approving an Intergovernmental Agreement between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Agreement [247-26](#)

Attachments: [Resolution](#)

[GPWC-Joliet-IGA for Joint Construction of Improvements-For Packet 4-22-26](#)
[Approver Report](#)

Resolution Accepting an Easement Agreement for the Railroad Street Water Main Improvement Project with Hawkeye Land Company in the Amount of \$40,000.00 [248-26](#)

Attachments: [Resolution](#)

[25-2500 Updated Version Review Purchase Agreement 04-14-2026 City of Joliet IL V2-8](#)
[Approver Report](#)

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report on Utilities' Maintenance Activities

[TMP-9837](#)

Attachments: [Valve Hydrant Break Report 4-20-2026](#)

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-9807

Agenda Date: 5/4/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Monday, April 20, 2026

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 - Director of Public Works, Sean Mikos - Deputy Director of Engineering, Allison Swisher - Director of Public Utilities

APPROVAL OF MINUTES

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to approve the April 6, 2026 Public Service Minutes. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

Public Service Minutes 04/06/2026

[TMP-9758](#)

Attachments: [04062026 Public Service Minutes.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one present at this time.

CONTRACTS

Award of Contract for Vehicle Lift Equipment Purchase and Installation to NAPA Auto Parts in an Amount not to Exceed \$550,000.00

[210-26](#)

Attachments: [Approver Report](#)

Greg Ruddy, Director of Public Works discussed the Award of Contract for Vehicle Lift Equipment Purchase and Installation to NAPA Auto Parts in an Amount not to Exceed \$550,000.00.

Award of Contract for the 9 Osgood Street Floor Resurfacing to Integrity Concrete Coatings in the Amount of \$84,913.20

[211-26](#)

Attachments: [Approver Report](#)

Greg Ruddy discussed the Award of Contract for the 9 Osgood Street Floor Resurfacing to Integrity Concrete Coatings in the Amount of \$84,913.20.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 210-26, and 211-26 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

Approval of Amendment No. 3 for the Phase II Engineering

[212-26](#)

Services for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR - to Hutchison Engineering, Inc. in the Amount of \$15,000.00

Attachments: [Approver Report](#)

Sean Mikos, Deputy Director of Engineering discussed the Approval of Amendment No. 3 for the Phase II Engineering Services for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR - to Hutchison Engineering, Inc. in the Amount of \$15,000.00.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend 212-26 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

ORDINANCES AND RESOLUTIONS

Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 3 to the Phase II Engineering Services Contract for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

[230-26](#)

Attachments: [Resolution](#)
 [Approver Report](#)

Sean Mikos, discussed the Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 3 to the Phase II Engineering Services Contract for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR.

Resolution Accepting A Grant of Permanent Easement at 18711 S. County Line Road for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project

[231-26](#)

Attachments: [Resolution](#)
 [Grant of Easement 18711 County Line Rd Kaluza 20260327 Signed.pdf](#)
 [Approver Report](#)

Sean Mikos discussed the Resolution Accepting A Grant of Permanent Easement at 18711 S. County Line Road for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 230-26, and 231-26 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None at this time.

PUBLIC COMMENT

No one at this time.

ADJOURNMENT

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

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon



Memo

File #: 233-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of a Professional Services Contract for Roadway Mapping and Pavement Analysis / Condition Classification to Cyclomedia Technology Inc., in the Amount of \$190,950.00

BACKGROUND:

In 2023 the City completed a roadway mapping project with Cyclomedia Technology Inc., that included street level photography and mapping of all streets within City limits. It provides 360-degree imagery as well LIDAR data that provides measurable x, y, & z coordinates. A pavement analysis was later completed by Cyclomedia Technology Inc., utilizing this data to provide objective ratings of roadway conditions throughout the City.

The software is utilized by several City Departments and has been extremely helpful during the design phase of construction projects as well as assisting with investigations of existing roadway and site conditions throughout the City.

The 2026 budget includes funding to complete updated roadway mapping and pavement analysis.

The Public Service Committee will review this matter.

CONCLUSION:

The proposal from Cyclomedia Technology Inc., includes the cost of the roadway mapping (\$114,550.00) and pavement analysis / condition classification (\$76,400.00). In future years an annual licensing fee of approximately \$19,100.00 will be required to maintain the software.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over \$25,000.00 may be awarded without written specifications or bidding under certain circumstances. Three (3) of these circumstances applies:

- (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.
- (g) Purchases of professional services.

Sufficient funds exist utilizing the Capital Improvements / Public Works Budget (Org 30090270, Object 557200, \$190,950.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the award of a contract to Cyclomedia Technology Inc., for roadway mapping and pavement analysis in the total amount of \$190,950.00.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, MADE AS OF THIS 5th day of May, 2026 by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Cyclomedia Technology, Inc. (hereinafter called the "Consultant"), is an AGREEMENT for professional consulting services to provide engineering services associated with the Roadway Mapping and Asset Management Capture project.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE CONSULTANT

1.1 The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

1.2 The Consultant will serve as the City's professional representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of his services. Information and data available in the City's file will be evaluated by the Consultant and utilized as appropriate on the Project.

1.3 The Project scope of work is defined in the attached Statement of Work dated April 2026 and subject to the License Agreement embedded in that Statement of Work. To the extent the terms of the License Agreement are in conflict with this Agreement, the terms of this Agreement shall prevail.

1.4 The Consultant will use the best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 - THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information as to his requirements for the Project.

2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

2.3 Guarantee access to and make all provisions for the Consultant to enter upon public lands as required for the Consultant to perform his work under this Agreement.

2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.

2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 - PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1 as identified in the attached Statement of Work dated April 2026.

3.2 Payment for consulting services shall be made monthly upon presentation of the Consultant's detailed statement.

SECTION 4 – INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

The Consultant shall obtain the following amounts of insurance from insurance companies authorized to do business in the State of Illinois:

1. Workmen's Compensation insurance in accordance with the laws of the State of Illinois.
2. General Liability insurance in an amount of \$1,000,000 for bodily injury and property damage per occurrence and in the aggregate.

Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property caused by the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement.

City shall be listed as an "additional insured" in the general liability policy of the Consultant.

The certificates shall evidence that the policies shall not be cancelled during the life of the Agreement until 10 days advance written notice to the City has elapsed.

The Consultant shall also indemnify and hold harmless the City, its officers, officials or employees from any third-party claims asserted against the City, its officers, officials or employees arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

IN NO EVENT SHALL THE CONSULTANT OR THE CITY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS, OR INTEREST ON BORROWED FUNDS, WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING THE NEGLIGENCE OF THE CONSULTANT OR THE CITY), AS A RESULT OF THE APPLICATION OF THE PRINCIPLE OF STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT WILL CONSULTANT'S LIABILITY FOR DAMAGES RESULTING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CITY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

SECTION 5 - SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 6 - TIME OF COMPLETION

The Consultant shall commence work within a reasonable amount of time in coordination with the City project team after the written Notice to Proceed and shall complete initial capture within 5 weeks, depending on weather conditions.

SECTION 7 - NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the agreement by the City.

SECTION 8 - MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The Consultant agree that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

SECTION 9 - APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of State of Illinois.

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.

ATTEST: THE CITY OF JOLIET

_____ BY _____
DATE _____

ATTEST: Cyclomedia Technology, Inc.

_____ BY _____
DATE _____

This STATEMENT OF WORK is prepared for City of Joliet, Illinois (hereinafter referred to as “Customer”) located at 150 W Jefferson St. Joliet, IL 60432 and Cyclomedia Technology, Inc., a Delaware corporation (hereinafter referred to as “Cyclomedia”), located at 8215 Greenway Blvd, Suite 300 Middleton, WI 53562 as of April 2026 (“Issue Date”).

This statement of work details services to be performed and products to be delivered by Cyclomedia Technology, Inc. to the City of Joliet, Illinois (the “Customer”), pricing and payment terms, and the designated project areas with respect to the defined deliverables.

1. Deliverables / Professional Services

1.1. Professional Services

- a. Cyclomedia will capture approximately **830 miles** of 360-degree GeoCycloramas™, including LiDAR data capture and processing, based on shapefiles provided by the Customer. Pricing includes cloud-based storage and access for the duration of the license term.
- b. All standard license terms and agreements apply. See attached License Agreement.
- c. As long as the Customer maintains an active license to Cyclomedia Imagery, no additional fees will be charged for the storage of historical data.
- d. Privacy Filtering Option: Blurring of faces and vehicle license plates is required for public-facing websites.
- e. Elevation Visualization Tool: Generated from the LiDAR point cloud, this tool allows users to quickly visualize elevation changes and perform measurements within the platform (e.g., identifying water pooling, slopes, crowns, potholes, etc.).
- f. Esri integrations and customer support are included.
- g. PASER Assessment: Citywide asset assessment of road surface conditions using a PASER-based approach will be extracted from the new city-wide high resolution street level imagery.
- h. Includes two hours of web-based training.
- i. Access to and use of the Professional Services is subject to the Customer's acceptance of the Cyclomedia End User Terms and Service Schedule (see attached License Agreement).

1.2. Software

Customer staff will have unlimited login access to GeoCycloramas via the Street Smart web application for the duration of the license term. Staff with appropriate Esri™ licenses may also access GeoCycloramas through Street Smart for ArcGIS and the Street Smart Experience Builder Widget.

2. Fee Schedule

- Prices are valid 90 days from the issue date of this Statement of Work.
- Pricing is subject to change if the contract is not fully executed within 120 days of the Statement of Work issue date.

2.1. Professional Services

Base Project Item	Count	Item Estimate
Citywide GeoCyclorama Capture	830 miles	\$107,900.00
Elevation Tool	830 miles	\$4,150.00
StreetSmart Plug-in, API, Support	Enterprise use	\$2,500.00
Base Project Total		\$114,550.00

Feature Extraction	Count	Item Estimate
PASER – Pavement Analysis	830 miles	\$86,400.00
Returning Customer Discount		(\$10,000.00)
PASER Total		\$76,400.00

* The Customer will be invoiced based on the actual number of miles published. Any mileage published in excess of 830 miles will be invoiced based on the per-mile pricing (\$130.00 per mile) for 3D GeoCyclorama Imagery with LiDAR*, (\$5.00 per mile) for the Elevation Visualization Tool , and (\$80.00 per mile) for PASER – Pavement Analysis.

Annual License Costs

The License Agreement allows for access to the imagery and software for the term of the agreement from the final imagery delivery date. Should the client decide after that time not to have Cyclomedia collect new street level data but wishes to continue to access the imagery captured, there is a \$15.00 per mile annual fee (PER YEAR of License/Hosting), \$5,00 per mile fee for activation of the Elevation tool, and an annual fee for the Esri plug-in/API of \$,2,500.00 based on the final project mileage delivery. Current mileage estimate is 830 miles, and an estimated annual fee for licensing and hosting would be \$19,100.00.

NOTE: If the Customer does not choose to purchase 3D GeoCycloramas with LiDAR Point Cloud Integration and Hosting, they will be required to download the LiDAR point cloud data within 60 days of availability. A premium fee will apply if Cyclomedia is requested to host the LiDAR point cloud data over the license term.

2.2. Invoicing

Cyclomedia Technology Inc. will invoice according to the following terms:

- 30% of Imagery for mobilization: \$32,370.00
- Remaining 70% of the Imagery, Elevation tool, and ESRI Integrations upon full publishing of the imagery, approximately \$82,180.00, based on actuals.
- Data Insights invoiced upon customer acceptance or five (5) calendar days after delivery, whichever occurs first: \$76,400.00, based on actuals.
- Payment terms: Net 30

3. Corporate Information

Legal Entity	Cyclomedia Technology, Inc.
Business Address	8215 Greenway Blvd, Suite 300 Middleton, WI 53562
General Contact Information	administration-us@cyclomedia.com 608.830.5434
Point of Contact	Darren Cottage Executive Vice President US Sales dcottage@cyclomedia.com 802.359.2369

3.1. Cyclomedia Technology, Inc. Project Team

William Wetzel, Account Executive	bwetzel@cyclomedia.com	630.815.6520
Andrew Bohnsack, Data Capture Projects Mgr.	abohnsack@cyclomedia.com	360.502.3923
Jill Scharbarth, Solution Engineer	jscharbarth@cyclomedia.com	608.774.4412
Kethleen Casey, Data Delivery Manager	kcasey@cyclomedia.com	608.931.2770

3.2. Cyclomedia Content

Our patented technology creates a GeoCyclorama™ which is a spherical 360-degrees panoramic image. More than just pictures, GeoCycloramas provide an immediate and comprehensive overview of the geography. GeoCycloramas are recorded every five (5) meters (approximately 16.4 ft.); providing multiple viewing perspectives of all objects.

3.3. Software

3.3.1. Street Smart™

This interactive web viewer built on HTML5 technology provides cloud access to GeoCycloramas and tools.

- Use Street Smart on the desktop
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the Street Smart API
- Where historical GeoCycloramas exist, “time travel” to see previous dates
- Save GeoCyclorama views as images

3.3.2. Street Smart Experience Builder Widget for ArcGIS

Bring GeoCyclorama display into applications created using Experience Builder with the Street Smart widget.

- Add recording point layer to web map used in the application
- View GeoCycloramas
- Where historical GeoCycloramas exist, “time travel” to see previous dates
- Save GeoCyclorama views as images
- Edit feature layers in the web map with the measurement tool or enable ad hoc measuring

3.3.3. Street Smart for ArcGIS Pro

Visualization, measurement and overlay tools within ArcGIS Pro allow you to fully leverage the power of GeoCycloramas within your existing ArcGIS environment.

- Open GeoCycloramas from a recording point layer added to the map
- View one or multiple GeoCycloramas
- Measure on GeoCycloramas
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D
- Save GeoCyclorama views as images

3.3.4. Hosting

- Street Smart Cloud – Secure, scalable hosting service managed by Cyclomedia is included with the Project. Cyclomedia processes and stores GeoCycloramas in the Microsoft Azure Cloud.
- Street Smart Administrator – The named administrator can view the settings and statistics for the customer account in the Street Smart account tool. New accounts, restrictions and permissions are managed by Cyclomedia.

- For active customers with multiple data collections, the two most current GeoCyclorama collections are stored as high-definition 100-megapixel images. Unless prior arrangement is made, older years are resampled to 11 megapixels.

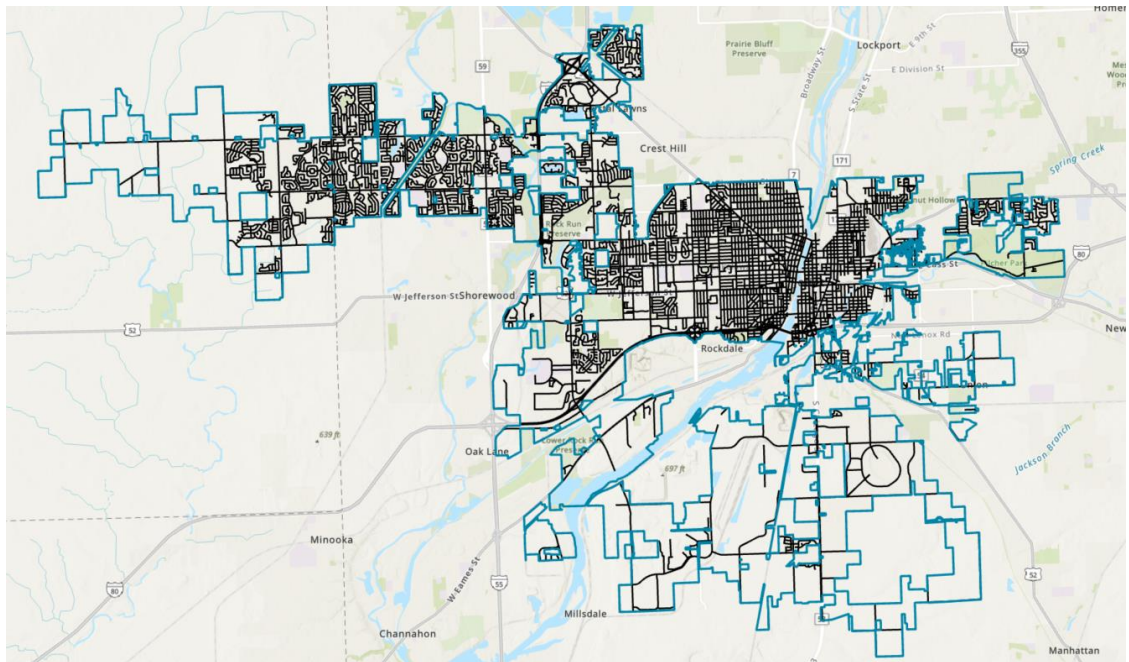
3.3.5. Developer Tools

Street Smart APIs are industry standard Javascript APIs. Documentation, code examples and support are available through our website.

3.4. Acquisition

Cyclomedia's solution will provide the Customer with high resolution, 100-megapixel images captured every 5-meters with high accuracy. Multiple images will be available in which to view, analyze, and measure assets.

In order to determine the proper coverage, Cyclomedia will refer to the Shapefiles provided by the Customer that delineate the area to be driven in one or multiple passes. The Cyclomedia vehicle is equipped with a tracking device. This enables Cyclomedia managers to login and track the location of the driver.



Images will not be collected during rainstorms, dust storms, with snow cover, at night or during any other environmental factors that will obscure the image quality and detail. It is Cyclomedia's standard operating procedure that imagery is only collected when the sun angle is at least 12-degrees above the horizon and with minimal moisture in the environment.

4. Production

During the image production phase, Cyclomedia will ensure that the imagery is of high quality and meets internal quality control standards for imagery including, at a minimum, images will be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360-degree image. Our patent portfolio enables Cyclomedia alone to construct geometrically correct 360-degree images from a moving vehicle, creating distortion-free street level imagery. Our unmatched location fidelity, with an average standard deviation across projects of 10 cm and approximately 3.9-inches allows our imagery to become a valuable GIS asset.

The five images captured by our camera unit at each recording point are prepared for editing including adjustment for white balance, chromatic aberration, de-mosaicking (color filter array interpolation), color artifacts reduction and tone mapping and then combined into a 360-degree view. Several different image operations are performed on the 360-degree image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.

The LiDAR data is processed to produce a depth surface for Cyclomedia's Measure Smart technology. Measure Smart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas. Measure Smart makes measuring quicker and easier.

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after the automated reporting or after visual inspection. Examples of problems that are caught by the quality control process are over or underexposure, wide class differences between the front and rear camera, or high inaccuracy in the position. In addition, systematic series of images are randomly checked for visible defects, such as dirt or water on the lenses or low sun angle glare. Quality control requires that images in urban areas are visually inspected every tenth image and those in outlying areas are inspected every tenth image. In addition, the team will also check whether the recordings completely cover the project area.

This completeness check is done based on the recording locations compared with the Customer's map or Open Street Map data stored by default in Street Smart. Images that have been rejected or areas that are missing will be redone in the rework process.

5. Schedule and Delivery

Cyclomedia will plan, drive, process, and perform quality control on the imagery commencing as soon as practical following the signing of this document.

A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas. Collection of this project will include contingency time for bad weather and missed days. Cyclomedia will make images accessible approximately three to six weeks after the start of image collection.

5.1. Data Dictionary

A project kickoff meeting is usually scheduled within the two weeks following the fully executed agreement or the official notice to proceed. During the kickoff meeting the standard definitions of each of the assets in the data dictionary and the attributes of each of them will be reviewed by Cyclomedia and the Customer. At the completion of this kickoff meeting, Cyclomedia will send an email to the Customer confirming that the standard assets and attributes have been reviewed and agreed upon. The Customer is required to acknowledge confirmation by email that this has been completed, and the Customer agrees. Any delays in receipt of the acknowledgement beyond three business days may result in a delay to the total project schedule.

Attribution Details

Attribute	Description	Data Type
Unique ID	Unique Cyclomedia identifier. (Ex: 8437105397817962039 OR GUID format ex. 49bd3867- f80d-4b11-9d54-5f36350164aa)	Text
Customer ID	Customer provided roadway ID, facility ID, etc.	Text
PASER Rating	Condition rating based on PASER standards. 1-10 rating for Concrete / Asphalt roads. 1-4 rating for Block Paving roads	Double
Surface Type	Asphalt, Concrete or Block Paving	Text
Recording Date	Date and time the Cyclorama used for the recording was captured. (Ex: 2020-09-19 20:52:40.550)	Date
Street Smart URL	URL where the image can be found in Street Smart	Text

Choice list Options

Attribute	Choice List Options
PASER Rating	1-10 rating for asphalt and concrete roads. 1-4 rating for Block Paving roads
Surface Type	Asphalt, Concrete, Block paving

If there is any lack of agreement, the sale staff will engage with the Customer to work out a written change order for the additional cost of non-standard assets or non-standard attributes. After the change order is fully executed, the process of confirming the revised data dictionary will begin again until Cyclomedia and the Customer have acknowledged agreement by email. Once there is acknowledged agreement of the data dictionary and all assets, the project will be scheduled.

5.2. Schedule for Data Collection and Publication

The schedule for data collection depends on geographic location, availability of systems and staff, and weather restrictions. Cyclomedia cannot accurately collect any data below 32-degrees F and cannot collect LIDAR with snow on the ground due to reflectivity. Typical schedule times are 3-6 weeks, more during the busy times of the year, or when awaiting snow melt to be complete.

Once initial data collection starts, the project proceeds forward in drive areas. The data is reviewed for quality and completeness by the Cyclomedia team and is then submitted for the automated processing using Cyclomedia’s proprietary cloud software. The post-processed data is again reviewed for quality and is then published. The first images through this entire process will be published for the Customer to see approximately 6 weeks after the first drive is completed. Additional imagery will be published in cascading drives, and the final imagery will be published approximately 6 weeks after the final drive is completed. At times, the drives are non-contiguous such as when systems are redeployed due to weather delays and must then be rescheduled to complete the collection process. If the drive collects 95% of the agreed upon area of interest, Cyclomedia may determine that the drive is complete.

After the first several data sets have been published, if included in the contract, Customer training will be scheduled so that the Customer is given instruction on how to access and use the data sets as published.

5.3. Schedule for Data Extraction

Once the imagery is published, the process of extracting creates the data files of the assets and the attributes of each of the items included in the data dictionary. This step cannot begin until after imagery is complete and typically takes 30 days to schedule, but if data collection is part of the project, these 30 days can be covered by the data collection and publication process so that the data extraction can begin soon after publication.

Cyclomedia will prepare an initial data extraction on a small portion of the project (between 10 to 50 miles, or 100 – 200 property images or elevations), known as Phase Zero. This Phase Zero sample will be delivered to the Customer, the delivery manager will review the submittal with the Customer during a project status meeting. The purpose of the status meeting and Phase Zero submittal is to confirm with the Customer that the deliverables are meeting the specifications of the data dictionary. If obvious issues are mutually discovered, the delivery manager will review the data dictionary specifications and take appropriate actions to resolve the issues. The Customer shall have one week to further review the Phase Zero submittal and shall confirm in writing that the Phase Zero deliverable is appropriate for the project. Any issues or concerns by the Customer that the Phase Zero deliverable is not conforming to the approved data dictionary shall immediately be brought to the attention of the deliver manager.

Once the acknowledgement is completed, the data extraction will be scheduled and completed. All further Phase Deliverables will align with the Phase Zero specification.

Two weeks after the final deliverable to the Customer, the project will be deemed accepted.

6. Quality Control

The recording of 3D Cycloramas takes place systematically and on a large scale. However, we do not lose sight of the details, and we strive for the maximum coverage in each recording area. The recording area is agreed upon with the customer before capture and will define the locations where images will be recorded. On roadways divided by a median, the images are recorded in both directions. We photograph all paved public roads. Private properties and Risk areas are excluded from capturing. Prior to delivery, we check the dataset for its completeness and quality and return to recapture any missing 3D Cycloramas, if necessary.

During capture, parts of the project area can be non-accessible because of construction, etc. Further, 3D Cycloramas can be rejected during the internal quality check. If more than three 3D Cycloramas in a row are missing and redrives are necessary, these streets will be captured again. Cyclomedia will only return for recapturing if more than 2% of the agreed project area is missing or doesn't meet the quality criteria.

6.1. Data Collection

Resolution: Cyclorama / 360-degrees image = 14400 x 7200 pixels (100 MP)

Field of View:

- Horizontal (HFOV): 360-degrees
- Vertical (VFOV): 180-degrees (in which part of the photography vehicle is visible and the lowest 30° is monochrome)

Spatial Pixel Size:

- Cyclorama: 0.025-degree (= 0.44 cm <0.17 in> at 10 m <33 ft> from the capture location)

Positioning Quality:

- The average standard deviation of the position is 10 cm (4 in), while the orientation deviation is 0.1-degree (excluding in long tunnels, forested areas and urban canyons).

Metric Quality:

- Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025-degree for HD-Cyclorama's, and 0.075-degree for standard resolution.
- Precise measurements of objects: X, Y and Z measurements have an average absolute standard deviation of 10 cm (4 in), excluding in long tunnels, forested areas and urban canyons.
- Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of approximately 2 cm (0.79 in)

6.2. Data Extraction

Detection distance of objects:

- Objects > 25cm x 25 cm: up to 10 meters from the car
- Objects > 50cm x 50 cm: up to 30 meters from the car
- Both only when the object is visible in at least 1 image.
- Objects beyond 30 meters do not have a quality specification

Positional accuracy (absolute):

- The average standard deviation of all the measured points is 10 cm or 4" inches (1- σ) in all directions, except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.

Standard completeness/correctness of delivery:

- Goal is 95% of all the specified objects that are visible on the GeoCyclorama, and within distance spec. from the Cyclorama recording locations, are inventoried. Of the objects detected, 95% are expected to be accurately extracted and attributed.
- In tunnels, the objects are only inventoried if there is enough light to take photographs. Also, the positional accuracy will decrease inside tunnels.
- Quality control is done via a statistical process where the number of checks depends on the size of the dataset, based on the AQL method. 100% QA is not performed.

6.3. Conforming Data Quality

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the Customer does not provide written documentation of quality outside of specification within 15 days of delivery to the Customer, that data is deemed acceptance. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

6.4. Cyclomedia Product Specifications

Cyclomedia product offers and solutions are summarized in the above sections. Product specifications that define the details for Customer deliverables are listed below and available as separate PDF documents upon request.

- Street Smart
- 3D GeoCyclorama
- LiDAR Point Cloud
- Blurring Process

- Data Analytics Standards by Vertical
- PASER Assessment

6.5. Other

Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost. If tax cutouts are included in the scope, there are additional requirements from the Customer to provide acceptable data to Cyclomedia to perform the project.

7. Training

Up to two (2) hours of web-based training is included with the license agreement. Please contact Cyclomedia for additional web-based training pricing. A technician is available to answer questions via email or phone for the duration of the license term. Onsite training is available for an additional fee of \$1,750/day plus travel expenses.

8. Technical Support

Technical support services, via phone or email, are available via the Cyclomedia Service Desk contact form for all support cases is on our website at: <http://www.cyclomedia.com/us/support/contact-service-desk>. Typical response/resolution time for tech support inquiries is within 24 hours of initial contact.

9. Final Delivery Report

The Final Delivery Report provides the Customer with a summary of the overall miles driven, areas collected and positional accuracy of the recording points. Each GeoCyclorama has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information. The accuracy of each recording point is reported to the Customer geographically in a heat map as Figure 1 below demonstrates.

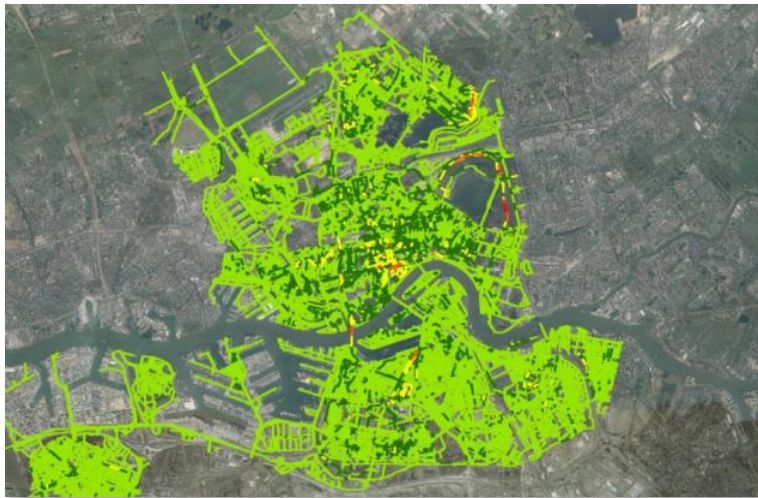


Figure 1: Green shows high positional accuracy, red is poor positional accuracy due to minimal GPS/IMU signal under urban canyons and dense vegetation.

This License Agreement (“**Agreement**”) is made and entered into as of this 5th day of May, 2026 (“**Effective Date**”) by and between Cyclomedia Technology, Inc. (“**Cyclomedia**”), a Delaware corporation with its principal place of business at 8215 Greenway Blvd, Suite 300 Middleton, WI 53562 (USA), and the City of Joliet, Illinois (“**Customer**”), a municipality with its principal place of business at 150 W Jefferson St. Joliet, IL 60432 .

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES’ OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. **ENTIRE AGREEMENT.** These terms and conditions (“**Terms**”), together with the Service Schedules and Statement(s) of Work, contain all of the terms and conditions of the agreement between Cyclomedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer’s order or other documents of Customer. Cyclomedia’s acceptance of Customer’s order is expressly conditioned on Customer’s acceptance of these Terms, and Customer, upon placing an order, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Service Schedule or Statement of Work, the terms of the Service Schedule will control with respect to the covered Services and the Statement of Work will take precedence and control solely with respect to the Services covered by that Statement of Work.

2. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 **“Authorized Users”** means those individuals authorized by Customer to access the Cyclomedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

2.2 **“Cyclomedia Data”** means the data collected by the Cyclomedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to Cyclomedia Offerings, Image Material, Information Products and configuration settings.

2.3 **“Cyclomedia Offerings”** means the Services as defined in the applicable Service Schedule.

2.4 **“Cyclomedia Property”** means the Cyclomedia Offerings, Documentation, Image Material, Information Products, Cyclomedia Data, Cyclomedia’s Marks (including without limitation “Cyclomedia”), Cyclomedia’s Confidential Information, all Documentation or data provided by Cyclomedia to Customer under these Terms, and all corresponding intellectual property rights.

2.5 **“Customer Data”** means all data or information provided or submitted by Customer.

2.6 **“Customer Property”** means Customer Data, Customer’s Marks, and Customer’s Confidential Information and all corresponding intellectual property rights.

2.7 **“Documentation”** means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Cyclomedia Offerings, in digital or printed form.

2.8 **“Image Material”** means the photographs taken from land, air, or water and digital seamless 360-degrees photographs taken at street-level (“(Geo)Cycloramas”) related to the Cyclomedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.9 **“Information Products”** means the data, datasets and/or object information and/or change detection data related to the Cyclomedia Offerings in any form, including but not limited to LiDAR data, LiDAR point clouds, 3D data and data regarding objects in the public space, such as traffic signs, road markings, pedestrian ramps and light poles.

2.10 **“Marks”** means any trademarks, service marks and logos, whether registered or unregistered.

2.11 **“Statement of Work”** or **“SOW”** means the form signed by Customer that specifies the Services Customer is purchasing, in the form contained in Exhibit A.

2.12 **“Service(s)”** means the provision of Software, Image Material, Information Products, hosting and maintenance and professional services as described in a Service Schedule and specified in a Statement of Work.

2.13 **“Software”** means the object code version of the Cyclomedia software, whether such software is accessed remotely over the Internet or is provided on media to Customer for use on computing devices under the control of Customer.

2.14 **“Subscription Term”** means the term during which Services are made available to Customer over the Internet, as defined in a Statement of Work.

2.15 **“Third Party Technology”** means the object code version of software or other technology that is licensed by Cyclomedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of Cyclomedia or Customer, as applicable.

3. **RESPONSIBILITIES.**

3.1 Cyclomedia Responsibilities. Cyclomedia will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Statement of Work.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to be able to access the Cyclomedia Offerings; (iii) will not use the Cyclomedia Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to Cyclomedia any unauthorized use of the Cyclomedia Offerings; and (vi) will comply with all Customer requirements and use guidelines contained in the applicable Service Schedule (**“Use Guidelines”**). Customer shall allow each Authorized User access to the Services on a maximum of three computing devices.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the Cyclomedia Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify Cyclomedia in writing within 3 days of Customer’s discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 Cyclomedia Data Collection. The Cyclomedia Offerings may collect certain non-personally identifiable information that resides on Customer's computer system or is generated by Customer's use of the Cyclomedia Offerings, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the Cyclomedia Offerings, and configuration settings. This information may be used by Cyclomedia without restriction.

3.5 Subcontractors: Third Party Technology. Cyclomedia shall have the right to use or subcontract with third parties to provide the Cyclomedia Offerings; provided, however, that Cyclomedia is not released from responsibility for its obligations under these Terms. Cyclomedia shall have the right to use any Third Party Technology in the Cyclomedia Offerings, and such Third Party Technology incorporated in the Cyclomedia Offerings may be subject to the terms and conditions of the third party.

3.6 Delivery. Any delivery dates set forth in the applicable Statement of Works are estimates only and Cyclomedia reserves the right to readjust delivery dates without liability; provided, however, that Cyclomedia shall use commercially reasonable efforts to provide or deliver all Cyclomedia Offerings on or before any applicable delivery dates. Cyclomedia may provide or deliver any Cyclomedia Offerings in whole or in installments.

3.7 Change Orders. If either party wishes to change the scope or performance of the Cyclomedia Offerings, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Cyclomedia Offerings arising from the change; (c) the likely effect of the change on the Cyclomedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

3.8 Acceptance. In the event parties have not agreed on an acceptance procedure, the Cyclomedia Offerings are deemed accepted upon delivery. If an acceptance procedure has been agreed upon, the acceptance period shall amount to five (5) calendar days after delivery of the Cyclomedia Offerings or, if the parties have agreed in writing that Cyclomedia shall deliver the Cyclomedia Offerings in phases, after completion of the phase in question. In the event that parties have agreed to an acceptance period as set forth in this section, the Cyclomedia Offerings shall be deemed to have been accepted by the Customer when: a) Customer notifies Cyclomedia before the end of the acceptance period that the Cyclomedia Offerings are accepted; b) Customer makes use of any of the Cyclomedia Offerings in its work processes; or c) Cyclomedia has not within the acceptance period received a written notice from the Customer identifying specifically any basis for not approving the Cyclomedia Offerings. If the Customer does not accept the Cyclomedia Offerings, the Customer and Cyclomedia will draft a list of errors preventing acceptance and Cyclomedia will remedy these errors within a reasonable time. When Cyclomedia has not succeeded in remedying all errors within a reasonable period, parties will discuss any possible next steps.

4. FEES AND PAYMENT.

4.1 Payment. The fees related to the Cyclomedia Offerings are included in the Statement of Work. Cyclomedia will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) days from the date of the invoice, unless the parties otherwise agree in writing. The Statement of Work may include an estimate of the quantity of Image Material and/or the Information Products to be provided and the fees related thereto which takes into account the provided Customer Data. The actual quantity of Image Material and/or Information

Products to be provided may result in a fee adjustment. The Customer is aware of this and Cyclomedia will inform the Customer thereof as fully as possible. If Customer reasonably and in good faith disputes any invoice, Customer will notify Cyclomedia in writing of its objection within 10 days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Statement of Work will bear interest at a rate equal to the lower of [1.5%] per month or the maximum rate of interest under applicable law. All costs incurred for collection and bank charges will be paid by Customer. Customer will be billed all applicable taxes in addition to the fees outlined in the applicable Statement of Work. Customer shall have no right to set off against amounts which may become payable to Customer under these Terms. Cyclomedia will apply all payments first to any unpaid costs and fees, then to any accrued and unpaid interest, and the balance to payments due under any invoices in inverse order of their dates.

4.2 Suspension of Services. If Customer's account is 10 days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time Cyclomedia believes in good faith that the prospect of payment is impaired, in addition to any of its other rights or remedies, Cyclomedia reserves the right to immediately suspend Services and Customer access to the Cyclomedia Offerings, without liability, until Customer pays all overdue amounts in full or in Cyclomedia's sole judgment provides adequate assurance of Customer's ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve Customer of its obligation to pay the total fees owed.

5. TERM; TERMINATION; CHANGES.

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under a Statement of Work (the "Term").

5.2 Termination for Cause. A party may terminate these Terms or any Statement of Work for cause: (i) 30 days following written notice to the other party of a material breach, provided such breach remains uncured; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Cyclomedia may terminate these Terms or any Statement of Work immediately upon a violation of the applicable Use Guidelines.

5.3 Effect of Termination. Upon termination of these Terms or a Statement of Work, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 days after Cyclomedia's notice requesting renegotiation: (a) Cyclomedia may, on a prospective basis after such 30 day period, pass any increased costs on to Customer; and (b) if Cyclomedia does so, Customer may terminate the affected Service on notice to Cyclomedia delivered within 30 days.

6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 Cyclomedia Property. Title to and ownership of all intellectual property rights relating to the Cyclomedia Property will at all times remain with Cyclomedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by Cyclomedia, Customer, or a third party.

6.2 Customer Data. As between Cyclomedia and Customer, all Customer Data is owned by Customer. Customer grants Cyclomedia a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, Cyclomedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the Cyclomedia Offerings identified in the applicable Statement of Work. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by Cyclomedia.

7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Without limitation, the Cyclomedia Offerings and Cyclomedia Data are Cyclomedia Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii) is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. LIMITED WARRANTY.

8.1 Cyclomedia Offerings. Cyclomedia warrants the Cyclomedia Offerings will operate in substantial conformity with the applicable Service Schedule and Documentation provided by Cyclomedia to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) calendar days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and Cyclomedia's sole obligation, will be for Cyclomedia to correct the reported nonconformity within a commercially reasonable period, as may be further described in the applicable Service Schedule. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. Cyclomedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits Customer's accessibility to the Cyclomedia Offerings, and that on-line services are not guaranteed to be error-free. By using the Cyclomedia Offerings, Customer accepts all responsibility and risk associated with the use of the Cyclomedia Offerings and the Internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.*

9. LIMITATION OF LIABILITY.

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS.

9.2 Limitation of Action. Except for actions for nonpayment or liability arising from Section 10, no claim, suit, action or proceeding relating to these Terms may be brought by either party more than 2 years after the cause of action has accrued.

10. **CUSTOMER REPRESENTATIONS AND WARRANTIES.**

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the Cyclomedia Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the Services, the parties agree that Cyclomedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall be responsible for discovering and reporting such error, payment of any and all fees and expenses incurred by Cyclomedia due to such error, payment for any additional Services to be performed by Cyclomedia due to such error and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. **INDEMNIFICATION.**

11.1 Indemnification by Customer. Customer will indemnify, defend and hold harmless Cyclomedia, its directors, officers, employees, and agents, against all costs, liabilities, losses, fines and expenses (including, but not limited to, reasonable attorneys' fees) arising from any government investigation or enforcement and/or third party claim, suit, action, or proceeding (each, an "**Action**") relating to (i) Customer's violation or alleged violation of any applicable Regulation or a breach of any warranty in Section 10, (ii) Customer's breach of Sections 3.2 or 3.3 or the applicable Service Schedule, or (iii) Customer's violation or alleged violation of any contractual or legal obligation to a third party. Customer will pay all costs and damages incurred by Cyclomedia in any Action, or those costs and damages agreed to in a monetary settlement of such Action.

11.2 Indemnification by Cyclomedia. Cyclomedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. Cyclomedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the Cyclomedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the Cyclomedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.3 Notification and Cooperation. The obligations under this Section are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in the defense.

12. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or sub-contractor of Cyclomedia who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of Cyclomedia responds to a public advertisement of an open position and is subsequently hired. Violation of this provision will entitle Cyclomedia to assert liquidated damages against Customer equal to fifty percent (50%) of the solicited person's annual compensation and all reasonable legal fees incurred by Cyclomedia in enforcing its rights under this Section.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the laws of the State of Illinois and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state and federal courts in Illinois, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit Cyclomedia from instituting an action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its intellectual property rights.

14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL. Assignment.** These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party. **Notices.** Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Statement of Work. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. **Modifications; Severability; Waiver.** Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. **Counterparts.** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

SERVICE SCHEDULE
Street Smart Cloud - Software as a Service (“SaaS”)

This Service Schedule applies in addition to the General Terms and Conditions (“**Terms**”) to the provision of Street Smart Cloud, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

1. Definitions. In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 “**Cyclomedia Site**” means the website provided by Cyclomedia to Customer so it may access Street Smart, Information Products and Image Material on a remote basis.

1.2 “**Subscription Fee**” means the annual fee for a Street Smart Cloud Subscription.

1.3 “**Subscription Start Date**” means the date that the Statement of Work is submitted or is otherwise identified on the Statement of Work.

1.4 “**Subscription Term**” means the period defined in the applicable Statement of Work.

1.5 “**System**” means the computers, servers and related equipment used by or on behalf of Cyclomedia to provide access to the Services.

2. Cyclomedia Responsibilities. Cyclomedia will provide access to the Cyclomedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the Cyclomedia Site and Customer Data as set forth in this Schedule and the Terms. Cyclomedia will make reasonable efforts to make the Cyclomedia Site available to the Customer twenty-four hours a day, seven days a week.

3. Customer Responsibilities. Customer (i) will upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to access the Cyclomedia Offerings; (iii) is solely responsible for providing adequate security of Customer’s internal systems, Customer Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

4. Use Guidelines. Customer will use the Services including any (downloaded) Image Material or Information Products and adaptations, modifications, derivative works, additions or extensions thereof, solely for its internal business purposes and the specific purposes agreed upon in writing and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Cyclomedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the Cyclomedia Offerings, (iv) transfer to third parties or permit third parties to use Customer’s user name and password or Cyclomedia Property, (v) disclose the Image Material or the Information Products or adaptations, modifications, derivative works, additions or extensions thereof to the public (including all conceivable Internet applications), (vi) systematically download the Image Material and/or the Information Products, (vii) use the Image Material and/or the Information Products for systematic extraction, inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "Data Analysis") for commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing, selling, alienating, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever. (viii) use the System or the Services for any acts that are contrary to any applicable Regulations, or (ix) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of Cyclomedia’s Marks when copying such Documentation.

Cyclomedia may immediately suspend all access to the Cyclomedia Site and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services. If the Customer intends to use the Services including any (downloaded) Image Material or Information Products and adaptations, modifications, derivative works, additions or extensions thereof, for purposes other than those agreed upon pursuant to this Article, the Customer will request Cyclomedia in writing for its upfront approval of such intended purposes. Approval by Cyclomedia will be at her sole discretion but shall not be unreasonably withheld. Upon reasonable notice to Customer, Cyclomedia may audit and inspect the use of the Services by the Customer in the event Cyclomedia reasonably suspects a misuse of the Services. Customer will give Cyclomedia access to its facilities, offices, and any information needed by Cyclomedia to evaluate the use of the Services and Customer agrees to correct any deficiencies found during an audit at its expense.

5. Management of Services. Cyclomedia is at all times entitled to make changes in the log-in procedure. Cyclomedia will notify Customer about such changes as soon as possible. Without prior notice being required, Cyclomedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from Cyclomedia.

6. Payment. Customer shall pay the agreed-upon Subscription Fee in advance. Cyclomedia may change its fees from time to time; provided, however, that Cyclomedia shall provide 30 days written notice of any change in fees. In the event that Cyclomedia increase its fees pursuant to this Section, Customer shall have the right to terminate its current Statement of Work effective the date of such change in fees. Customer's obligation to payment of fees remains in full force and effect during any periods when the Services are inoperable.

7. Suspension of Service. Cyclomedia has the right to suspend, terminate, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of Cyclomedia or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

8. Effect of Termination. Customer has (30) days after the effective date of termination of this Agreement, or after the termination of a Statement of Work, to return or destroy any Confidential Information of Cyclomedia. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

9. Warranty. Cyclomedia warrants that the Cyclomedia Offerings will operate in substantial conformity with the Documentation. Cyclomedia does not guarantee that Customer's access to or use of the Cyclomedia Offerings will be uninterrupted or error-free.

In Witness Whereof, the parties have executed this Agreement.

Cyclomedia Technology, Inc.	City of Joliet, Illinois
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 233-26

File ID: 233-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/07/2026

Department: Public Works

Final Action:

Title: Award of a Professional Services Contract for Roadway Mapping and Pavement Analysis / Condition Classification to Cyclomedia Technology Inc., in the Amount of \$190,950.00

Agenda Date: 05/05/2026

Attachments: Cyclomedia PSA.docx,
CyclomediaSOW_JolietCapturePASER_April2026_mj
s_3-27-26.docx

Entered by: gruddy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Greg Ruddy	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



Memo

File #: 234-26

Agenda Date:5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract No. 2975-0426 for the Public Utilities Department Generator Purchase to Metropolitan Industries in the Amount of \$349,302.00

BACKGROUND:

The City of Joliet Department of Public Utilities utilizes multiple backup generators to provide emergency power during outages for various facilities. City staff evaluated the current inventory and identified the need for a standby generator at the Eastside Wastewater Treatment Plant and a portable generator that could be used at multiple facilities. A set of specifications was prepared by the City’s staff for the purchase of the generators.

The Public Utilities Department Generator Purchase contract was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Friday, April 10, 2026, at 10:00 a.m., one (1) sealed bid was opened and read in the City Hall Conference Room 1 for the Public Utilities Department Generator Purchase. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AS READ</u>
Metropolitan Industries	\$349,302.00
Engineer’s Estimate	\$350,000.00

The low bid by Metropolitan Industries is .03% below the engineer’s estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Plant Ops Admin / Equipment (Org 50180310, Object 557500, \$349,302.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award Contract No. 2975-0426 for the Public Utilities Department Generator Purchase, in the amount of \$349,302.00, to Metropolitan Industries.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 234-26

File ID: 234-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/22/2026

Department: Public Utilities

Final Action:

Title: Award of Contract No. 2975-0426 for the Public Utilities Department
Generator Purchase to Metropolitan Industries in the Amount of \$349,302.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



Memo

File #: 235-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint to Dynamic Industrial Services in the Amount of \$327,600.00

BACKGROUND:

The Eastside Wastewater Treatment Plant utilizes six (6) final clarifiers to treat wastewater. Clarifiers 1-3 which were originally installed in 1969 and last rehabilitated in 2008 have started to rust. A set of specifications was prepared by City staff for repainting clarifiers 1-3, and the project was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Friday, April 10, 2026, at 10:00 a.m., four (4) sealed bids were opened and read out loud for the Eastside Wastewater Treatment Plant Final Clarifier Repaint. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID SUMMARY</u>
Dynamic Industrial Services	\$327,600.00
Era-Valdivia Contractors Inc.	\$368,400.00
GP Maintenance Services	\$435,000.00
Capital Industrial Coatings	\$483,300.00
Engineer's Estimate	\$456,500.00

The low bid by Dynamic Industrial Services is 29% below the engineer's estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Eastside WWTP / Construction (Org 50180802, Object 557200, \$327,600.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint, in the amount of \$327,600.00, to Dynamic Industrial Services.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 235-26

File ID: 235-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/22/2026

Department: Public Utilities

Final Action:

Title: Award of Contract No. 2976-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Repaint to Dynamic Industrial Services in the Amount of \$327,600.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 236-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation to Dahme Mechanical Industries Inc. in the Amount of \$68,888.00

BACKGROUND:

The Eastside Wastewater Treatment Plant utilizes six (6) slide gates to isolate the final clarifiers. The gates are almost 40 years old and are beginning to fail. A set of specifications was prepared by City staff for the installation of the new gates which were pre-procured by the City due to lead time requirements, and the project was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Friday, April 10, 2026, at 10:00 a.m., one (1) sealed bid was opened and read out loud for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID SUMMARY</u>
Dahme Mechanical Industries Inc.	\$68,888.00
Engineer's Estimate	\$72,500.00

The low bid by Dahme Mechanical Inc. is 5% below the engineer's estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Eastside WWTP / Construction (Org 50180802, Object 557200, \$68,888.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifiers Slide Gates Installation, in the amount of \$68,888.00, to Dahme Mechanical Industries Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 236-26

File ID: 236-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/22/2026

Department: Public Utilities

Final Action:

Title: Award of Contract No. 2977-0426 for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation to Dahme Mechanical Industries Inc. in the Amount of \$68,888.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



Memo

File #: 237-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract No. 2979-0426 for the Well 18D Rehabilitation to Great Lakes Water Resources Group in the Amount of \$220,907.00

BACKGROUND:

Well 18D was originally drilled in 1998 by Layne Christensen Company Inc. and was last serviced in 2021. Due to the age of the equipment and the reduced pumping capacity, the well equipment needs to be removed for further evaluation. A set of specifications was prepared by City staff for the rehabilitation of the well, and the Well 18D Rehabilitation Project was advertised in the Herald News on Thursday, March 26, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Friday, April 10, 2026, at 10:00 a.m., two (2) sealed bids were opened and read out loud for the Well 18D Rehabilitation Project. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID SUMMARY</u>
Great Lakes Water Resource Group, Joliet, IL	\$220,907.00
Water Well Solutions Illinois LLC, Elburn IL	\$224,962.00
Engineer's Estimate	\$265,800.00

The low bid by Great Lakes Water Resources Group is 17% below the engineer's estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Water Supply / Construction (Org 50180011, Object 557200, \$220,907.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award Contract No. 2979-0426 for the Well 18D Rehabilitation, in the amount of \$220,907.00, to Great Lakes Water Resources Group.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 237-26

File ID: 237-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/22/2026

Department: Public Utilities

Final Action:

Title: Award of Contract No. 2979-0426 for the Well 18D Rehabilitation to Great Lakes Water Resources Group in the Amount of \$220,907.00

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



Memo

File #: 240-26

Agenda Date:5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project to Era-Valdivia Contractors Inc. in the Amount of \$1,893,000.00 and Award of a Construction Engineering Services Agreement to Dixon Engineering Inc. for the Not-to-Exceed Amount of \$158,950.00

BACKGROUND:

The Campbell Street Water Tower was originally constructed in 1950. The current coating system, installed in 2000, has begun to fail at a rapid rate. To ensure the structural integrity of the tower a contract to recondition the tank was prepared. The project scope includes removing all the existing interior and exterior coating, installing a new interior and exterior coating, and various OSHA code compliance upgrades. The new coating system will have a design life of 20-25 years.

The Public Service Committee will review this matter.

CONCLUSION:

The Campbell Street Water Tower Rehabilitation Project was advertised in the Herald News on Thursday, March 26, 2026.

On Friday, April 10, 2026, two (2) sealed bids were opened for the Campbell Street Water Tower Rehabilitation Project. The bid summary is as follows:

<u>Contractor</u>	<u>Lump Sum Bid</u>
Era-Valdivia Contractors Inc.	\$1,893,000.00
Neumann Co. Contractors	\$2,306,200.00
Engineer's estimate	\$1,617,000.00

The low bid by Era-Valdivia Contractors Inc. is 17% above the Engineer's Estimate.

Funds will be charged to the Water and Sewer Improvement Fund / Water Supply / Construction (Org 50180011, Object 557200, \$1,893,000.00).

Included with this Contract is a Construction Engineering Services Agreement for the Campbell Street Water Tower Rehabilitation Project, for an amount not-to-exceed \$158,950.00, on behalf of Dixon Engineering Inc. The construction engineering work requires specialized full-time inspection services that are best suited to be completed by the City's consulting engineer.

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:

- f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;
- g) Purchases of professional services.

Funds will be charged to the Water and Sewer Improvement Fund / Water Supply / Professional Services (Org 50180011, Object 557200, \$158,950.00).

RECOMMENDATION:

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

1. Award Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project, in the amount of \$1,893,000.00, on behalf of Era-Valdivia Contractors Inc.
2. Approve the Construction Engineering Services Agreement for the Campbell Street Water Tower Rehabilitation Project, for the not-to-exceed amount of \$158,950.00, on behalf of Dixon Engineering Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS May 5, 2026, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Dixon Engineering, Inc., (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 – SERVICES OF THE CONSULTANT

- 1.1 The Project scope of work is defined in the attached Letter Proposal dated April 6, 2026
- 1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.
- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

- 2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.
- 2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.
- 2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed **\$ 158,950.00**

3.2 Invoices for payment shall be submitted by Consultant to the City, together with reasonable supporting documentation. The City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment to Consultant shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

3.3 Payment to the Consultant for expenses associated with direct costs or reimbursable expenses, as dictated by the Agreement and/or Scope of Services, shall be made upon presentation of receipts for costs or expenses.

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project **within 365 days** of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Consultant shall commence work within ten (10) calendar days of the date of execution of this Agreement or such other time mutually agreed to by the Parties in writing.

4.4 The Consultant may request an extension to complete the scope of work, and the City may grant such extension in a subsequent contract amendment.

SECTION 5 – RIGHTS TO DELIVERABLES

5.1 Deliverables, as defined in the Scope of Work, shall become the City's permanent property upon payment by the City to the Consultant.

5.2 Consultant shall not use photographs of the Deliverables for project competition, awards of any nature, project testimonials, presentations, advertising, proposals, professional papers, public display, or any other use without obtaining prior written approval from the City's representative. Any photographs taken of City property in the execution of the Consultant's work may not be re-used by the Consultant for project competition, awards of any nature, project testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its

lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

6.2 Consultant shall promptly remove any person assigned to perform the Services in the event of notification by the City that he/she is no longer acceptable, irrespective of any prior City consent. Replacement of lead personnel, prior to assignment, will be subject to the City's approval, which shall not be unreasonably withheld.

6.3 A violation by Consultant of paragraph 6.1 and/or 6.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

SECTION 7 – INSURANCE

The Consultant shall maintain for the duration of the Agreement, insurance purchased from a company, or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a SubConsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$1,000,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit \$ 2,000,000

Each Occurrence Limit \$ 1,000,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit \$1,000,000

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions \$1,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number P630-1N669205-TIA-25 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement. The Consultant shall also indemnify and save harmless the City from any claims against, or

liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body or the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 9 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the City.

SECTION 10 – MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. The Consultant agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or authorized or approved Change Order as herein provided.

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

11.2 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.

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Consultant, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Consultant may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

12.2 TERMINATION BY THE CITY

In the event of any breach of this Agreement by the Consultant, the City may, at its option, serve the Consultant with a written seven (7) day notice (from postmark) with the Consultant's option to cure the breach, or the City may engage the services of another Consultant to complete the work and deduct the cost of such completion from any amount due the Consultant hereunder, or the City may either pause or terminate the 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

DIXON ENGINEERING, INC.

By: _____

By: _____

H. Elizabeth Beatty

Name: **Todd Schaefer**

City Manager

Title: **Project Manager**

Date: _____

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____



4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

April 6, 2026

Nicholas Gornick
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

Subject: Rehabilitation and Antenna

Dear Mr. Gornick,

Enclosed is the rehabilitation and antenna proposal for the 1,000,000 gallon radial arm (Well 30D) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, B, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit B details our antenna related services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC.,

Todd Schaefer
Project Manager

Enclosure



**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **City of Joliet, Illinois** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 4 (Construction), Phase 5 (Post-Construction), and Post Construction Antenna Coordination services for the 1,000,000 Radial Arm (Well 30D)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$158,950**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Todd Schaefer, Project Manager April 6, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER POSITION DATE

Co-SIGNATURE of Contract (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Nicholas Gornick
Address for Owner’s receipt of notices:
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Email: ngornick@joliet.gov

Designated Person: Todd Schaefer
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
4811 S. 76th St., Suite 109
Greenfield, WI 53220
Email: toddschaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document. [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:

1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
 - a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations.
 - b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
 - c. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
 - d. Review Contractor's Pay Requests.
 - e. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - f. Prepare Substantial Completion and other Construction documents.
2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Client should consider accepting such Work as provided in the Construction Contract Documents.
4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Points - General
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

- d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe wet interior using high/low voltage holiday detection.
 - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. LPWC for thoroughness and compliance with specifications.
 - b. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
 - c. Collect spent abrasive for sampling and testing.
 - d. Abrasive blast cleaning prior to application of the prime coat.
 - e. Prime coat prior to application of the next coat.
 - f. Intermediate coat prior to application of the stripe or topcoat.
 - g. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high /low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Abrasive blast cleaning prior to primer application.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.
 - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
 - a. LPWC for thoroughness and compliance with specifications.
 - b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
 - c. Abrasive blast cleaning prior to application of the prime coat.
 - d. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.
 - e. Spot prime coat prior to application of the intermediate coat.

- f. Intermediate coat prior to application of the stripe or topcoat.
 - g. Stripe coat prior to application of the topcoat.
 - h. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
9. Hold Point Cathodic Protection - Observe, Record, Report, and:
- a. Cathodic protection repair/installation work for specification compliance.
10. Hold Point Project Finalization:
- a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Complete observation of immediate neighbors from air for any possible roof damage.
 - d. Observe the installation of screens, light bulbs, etc.
 - e. Observe Site for restoration to pre-project conditions.
 - f. Formulate a punch list of items to complete.
 - g. Create a second punch list if needed before finalization.
 - h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

A. Basic Services:

1. One Year Warranty Observation - ROV and Exterior:
 - a. Review all steel and/or concrete repairs completed during Construction Phase.
 - b. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - c. Review all dry interior surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - d. Review exterior surfaces for coating failures. If any coating "fails" to meet warranty requirements, quantify all findings for presentation to Contractor.
 - e. Review all exterior appurtenances for damage due to corrosion or construction.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format with photos and photo descriptions.

B. Post Construction Phase – RPR Services

1. Detailed above if repairs are needed.

C. Post Construction Phase – Client's Responsibilities:

1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Client's direct expenses are "set-off" costs and may be retained and withdrawn from any money still retained from Contractor's final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

ANTENNAS ON TOWERS - DIXON SERVICES and OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:

B1.00 General:

- A. Almost all towers have antennas, some only small SCADA, local 911, or internet antennas. If work is to be completed around these antennas they need to be protected or temporarily removed. Decisions and directives need to be issued early in the Design Phase. If the antennas must be removed, this is the time to make modifications. This Work can be completed by DIXON or Owner. There is a long lead time for most removals, so it is important to get written commitment from the Carriers as to a schedule. DIXON will provide Antenna Contract Administration and field observation as delegated below. If Owner will complete the services – responsibility is to be defined as total or partial for all items below as between Engineer responsible and Owner responsible.

B1.01 Post Construction Phase - Antennas:

- A. Review design modifications/improvements (by others) for reinstallation of the T-Mobile equipment back onto the tank after the rehabilitation/painting project is completed.
- B. Assist the Owner on an as-needed basis in coordinating reinstallation of the T-Mobile equipment back onto the tank after the rehabilitation/painting project is completed.
- C. Conduct three (3) reinstallation inspections of the tank once the T-Mobile has been reinstalled back onto the tank after the rehabilitation/painting project is completed.

B2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above as a DIXON supplied service and/or delegated as a Responsibility of Client in Part B1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
 - 2. If timing or other reason require the Client to reallocate responsibility to DIXON, then those reallocated responsibilities are treated as an Additional Service.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees.
Contingent Fees may be transferred within the Project Phase or transferred to other project Phases

as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An

RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON’S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **One Hundred Fifty-Eight Thousand, Nine Hundred, Fifty Dollars, \$158,950** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04- Preconstruction Meeting	1	\$1,350	\$1,350	Unit Price
A1.04- Cathodic Protection Services	1	\$1,500	\$1,500	Unit Price
A1.04- PA, Basic, & Other Defined Services			\$7,500	Lump Sum
A1.04- RPR Weld Observation	10	\$1,650	\$16,500	Unit Price
A1.04- RPR Coating Observation	78	\$1,500	\$117,000	Unit Price
A1.05- Warranty Observation			\$4,150	Lump Sum
B1.01 A- Antenna Design Review			\$1,500	Lump Sum
B1.01 B- Antenna Reinstallation			\$3,600	Standard Hourly Rate
B1.01 C- Antenna Inspections	3	\$1,950	\$5,850	Unit Price
TOTAL:			\$158,950	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

Agreement

Owner: City of Joliet, IL

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Exhibits: A, B, C, E, GP, IR

Tank No: 13-99-17-05

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.

- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON’s responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON’s control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON’s receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a “suspension” or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. **Payments Upon Termination:** In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 240-26

File ID: 240-26

Type: Agenda Item

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/22/2026

Department: Public Utilities

Final Action:

Title: Award of Contract No. 2961-0226 for the Campbell Street Water Tower Rehabilitation Project to Era-Valdivia Contractors Inc. in the Amount of \$1,893,000.00 and Award of a Construction Engineering Services Agreement to Dixon Engineering Inc. for the Not-to-Exceed Amount of \$158,950.00

Agenda Date: 05/05/2026

Attachments: Joliet IL Agmt Professional Services_2026 1MG RA
Ondeid (002)

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/28/2026	Kevin Sing	Approve	4/27/2026
1	3	4/29/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	5/1/2026



Memo

File #: 238-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approve Payment of the 2026 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of \$25,140.08

BACKGROUND:

The City of Joliet has been a member of the Lower DuPage River Watershed Coalition since 2011. The Lower DuPage River Watershed Coalition consists of approximately 12 entities who have joined together to conduct water quality sampling, negotiate permit conditions, and prepare required planning documents. Participation in the watershed group is a condition of the City's National Pollutant Discharge Elimination System (NPDES) permit for the Aux Sable Wastewater Treatment Plant (WWTP) and is not optional. The benefits of membership in the group are:

- Stronger position to negotiate NPDES permit conditions with Illinois EPA and Environmental Action Groups
- Cost-sharing in watershed data collection and analysis that can assist with permit requirements
- Cost-sharing on Nutrient Assessment and Reduction Plan development which will encompass both point and nonpoint contributions
- Sharing resources to develop outreach materials and trainings to meet MS4 permit requirements
- Pooling resources to obtain expertise, lower cost, and save time.

The Public Service Committee will review this matter.

CONCLUSION:

The 2026 membership fee for the Lower DuPage River Watershed Coalition is \$25,140.08.

Funds will be charged to the Water and Sewer Operating Fund / Aux Sable WWTP / Memberships and Dues (Org 50080804, Object 518001, \$25,140.08).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve payment for the 2026 membership fee, in the amount of \$25,140.08, on behalf of the Lower DuPage River Watershed Coalition.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 238-26

File ID: 238-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/22/2026

Department: Public Utilities

Final Action:

Title: Approve Payment of the 2026 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of \$25,140.08

Agenda Date: 05/05/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 244-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Quaternary Delivery Structure)

BACKGROUND:

The City of Joliet is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024. The City has identified the location for its quaternary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City's quaternary point of delivery. The property for the water delivery structure is owned by the City. Therefore, an easement needs to be granted to the Commission so it can construct, own, operate, and maintain the water delivery structure infrastructure.

The Public Service Committee will review this matter.

CONCLUSION:

The City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure for the quaternary point of delivery consistent with the Water Supply Agreement.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a Resolution Approving an Easement Agreement for Water Delivery Structure by and between the City of Joliet and the Grand Prairie Water Commission for the Joliet quaternary delivery structure.

RESOLUTION NO. _____

**RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR WATER DELIVERY STRUCTURE BY AND BETWEEN
THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET
(Joliet Quaternary Delivery Structure)**

WHEREAS, the City of Joliet (“City”) provides potable water service through its water system to its water customers (“Water Service”); and

WHEREAS, the provision of Water Service is a matter essential to the public health, safety, and welfare; and

WHEREAS, a safe, reliable, and ample supply of water is essential to providing cost-effective Water Service; and

WHEREAS, the City is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 (“Water Supply Agreement”); and

WHEREAS, the City has identified the location for its quaternary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City’s quaternary point of delivery; and

WHEREAS, the City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure (“Easement Agreement”) for the quaternary point of delivery consistent with the Water Supply Agreement; and

WHEREAS, the City of Joliet is a home rule municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, the Mayor and City Council find and determine that it is in the best interests of the City and the public, including its water customers, to enter into the Easement Agreement in order to continue the provision of Water Service by the City.

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 find that the recitals contained in this Resolution are true, correct and complete and are hereby incorporated into this Section by reference.

SECTION 2: The Easement Agreement for the City’s quaternary point of water delivery from the Commission is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute and seal the Easement Agreement. The City Manager or her designee is hereby authorized to take such actions as may be necessary for the City to comply with the terms of the Easement Agreement.

SECTION 4: 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 5: 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 6: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of May, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A
EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED
BY, AND AFTER RECORDING,
RETURN TO:

Melissa M. Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, IL 60018

(This Space for Recorder's Use Only)

**EASEMENT AGREEMENT
FOR WATER DELIVERY STRUCTURE**

THIS EASEMENT AGREEMENT ("Agreement") is dated as of this _____ day of _____, 2026, by and between the GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate ("Commission"), and CITY OF JOLIET, an Illinois municipal corporation ("Owner"), which may be collectively referred to as the "Parties" or individually as a "Party".

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and pursuant to City's statutory and home rule powers and the Commission's statutory powers, the Parties agree as follows:

1. **BACKGROUND.**

A. The Owner is the owner of certain real estate located at 1290 N. 129th Infantry Drive in Joliet, County of Will, State of Illinois, which real estate is legally described in Exhibit A ("Subject Property").

B. The Owner and the Commission have determined that it is in their respective best interests to enter into this Agreement in order to provide the Commission with a sufficient property interest in the Subject Property to fulfill the purposes described in this Agreement.

2. **GRANT AND USE OF PERMANENT EASEMENTS.** The Owner grants, conveys, warrants, and dedicates to the Commission the following easements in connection with the Commission's water works system together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted in this Agreement:

A. A permanent and perpetual exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the exclusive water delivery structure easement in Exhibit B ("WDS Exclusive Easement Premises"), to survey, construct, install, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively "Permitted Uses") a water delivery structure and related water transmission mains and related conduit and any appurtenances to the water delivery structure and such mains and conduit as well as an access road for the purpose of vehicular, equipment and pedestrian ingress and egress and other utilities necessary to serve the WDS Facilities (collectively, "WDS Facilities"), provided, however, that Owner may install its water main

to connect to the Commission water main to receive delivery of water from the Commission within the WDS Exclusive Easement Premises;

B. A permanent and perpetual non-exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the non-exclusive water delivery structure easement in Exhibit B (“WDS Non-Exclusive Easement Premises”), to perform the Permitted Uses for the WDS Facilities and a water transmission main or mains and related conduit and any appurtenances to such mains and conduit (collectively, “Water Mains”); provided, however, that the water delivery structure itself will not be located in the WDS Non-Exclusive Easement Premises; and

C. A permanent and perpetual non-exclusive easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the utility service easement in Exhibit B (“Utility Service Easement Premises”), to perform the Permitted Uses for any utility service lines for the purpose of providing utility services, including without limitation electricity, gas, communications and other services and related conduit and any appurtenances to serve the WDS Facilities (collectively, “Utility Lines”)

The WDS Facilities, the Water Mains and the Utility Lines are collectively referred to as the “Facilities”. The WDS Exclusive Easement Premises, the WDS Non-Exclusive Easement Premises and the Utility Service Easement Premises are collectively referred to as the “Permanent Easement Premises”. The Commission shall, at its sole cost and expense, complete the Permitted Uses for the Facilities in a good and workmanlike manner. Title to the Facilities installed within the Permanent Easement Premises by the Commission shall vest solely in the Commission and the Commission will be responsible for all maintenance and repair of the Facilities.

3. **GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT**. The Owner grants, conveys, and warrants to the Commission a temporary construction easement for the Permitted Uses for the Facilities in, at, over, on, along, across, through, upon and under that portion of the Subject Property legally described and depicted as the temporary easement on Exhibit B as well as a mutually agreed-upon area within the Subject Property to enable access to a water source on the Subject Property or adjacent property to obtain water during construction of the Facilities (“Temporary Easement Premises”). The Temporary Easement Premises shall be used by the Commission for a period commencing with the start of initial construction on the Permanent Easement Premises and ending on December 31, 2032, or such other date to which the Parties mutually agree.

4. **INDEMNITY, HOLD HARMLESS AND INSURANCE**.

A. **Party Indemnity**.

i. The Commission agrees to indemnify and hold harmless the Owner, its officers, employees and agents (“Owner Group”) from and against all claims, demands, damages, losses, and causes of action (collectively “Claims”) that arise directly from the Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and are being asserted by any person on account of the bodily injury or death of any officer, employee or agent of the Commission (“Commission Group”), or damage to or loss of property of Commission Group.

ii. The Owner agrees to indemnify and hold harmless the Commission Group from and against all Claims that arise out of or are related to negligent actions or failures to act by the Owner and Owner Group pertaining to the Subject Property and are being asserted by any person on account of the bodily injury or death of any member of Owner Group, or damage to or loss of property of Owner Group.

B. Third-Party Indemnity. Subject to Section 4.A. above, each Party agrees to indemnify and hold harmless the other Party from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the indemnifying Party's group in connection with the Commission's Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and the negligent actions or failures to act by Owner or the Owner Group in connection with Owner's use of the Subject Property.

C. Insurance By Commission and Owner. Each Party shall carry at all times, with respect to the Permanent Easement Premises and the Temporary Easement Premises, commercial general liability insurance, including contractual liability coverage in commercially reasonable limits. Such insurance shall name the other Party as an additional insured. Each Party shall, from time to time upon request of the other Party, furnish to the other Party certificates and copies of policies evidencing such coverage.

D. Insurance and Indemnification by Contractors. The Commission shall require any contractor it retains to perform work within the Permanent Easement Premises and the Temporary Easement Premises, and the Owner shall require any contractor it retains to perform work on the Subject Property, to:

i. name the other Party as an additional insured on the contractor's commercial general liability insurance, including contractual liability coverage, in commercially reasonable limits. Each Party shall require its contractor to furnish to the other Party certificates and copies of policies evidencing such coverage; and

ii. indemnify and hold harmless the other Party's group (the Owner Group or Commission Group, as applicable) from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the Contractor.

5. **RESERVED RIGHTS.**

A. The Owner reserves the right to use the WDS Non-Exclusive Easement Premises and Temporary Easement Premises in any manner that will not prevent, interfere with, or impair in any way the Commission's exercise of the rights granted in this Agreement; provided, however, that the Owner shall not take any actions or permit actions to be taken within, along, upon or adjacent to the Permanent Easement Premises and the Temporary Easement Premises that would permanently or temporarily improve or obstruct the Permanent Easement Premises, or the Temporary Easement Premises during the term in Section 3, or that violate the requirements of Section 8.9 of the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement") so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto.

B. The Commission shall be permitted at all times to inspect the Permanent Easement Premises and Temporary Easement Premises and to enter upon the Permanent Easement Premises and Temporary Easement Premises to ensure that the terms of this Agreement are being fulfilled and to perform any Permitted Uses that the Commission may choose to perform.

6. **TERMS OF USE BY COMMISSION.**

A. The rights granted by this Agreement shall include, without limitation, the removal or relocation of items which conflict with the Permitted Uses for the Facilities.

B. The Permitted Uses of the Facilities and related activities by the Commission on the Permanent Easement Premises and Temporary Easement Premises shall not permanently interfere with or change the natural drainage of the Subject Property.

C. The Parties intend that the Subject Property will be enclosed by a fence that will be installed, owned, maintained and repaired by the Commission. The Commission shall provide to the Owner keys or other methods for unlocking gates as necessary for access by Owner to perform maintenance and repair and regular upkeep as described in Section 6.D.

D. The Owner will be responsible for all maintenance and repair on the Subject Property other than for the Facilities and the fence installed pursuant to Section 6.C. The Owner will be responsible for the regular upkeep of the Subject Property, such as mowing, landscaping and snow removal, unless otherwise agreed between the Parties.

7. **COMMISSION RESTORATION.** Upon completion of the Permitted Uses for the Facilities, the Commission agrees to restore the surface of the Permanent Easement Premises and Temporary Easement Premises to its original grade and condition except where otherwise required for the Permitted Uses.

8. **ADDITIONAL EASEMENTS.** The Owner agrees that the Owner will not subsequently grant any exclusive or non-exclusive easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises, which will in any way interfere with the rights of the Commission under this Agreement or be inconsistent with Section 8.9 of the Water Supply Agreement so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto. To the best of Owner's knowledge, Owner represents that there are no prior exclusive or non-exclusive easements previously granted affecting the Permanent Easement Premises and Temporary Easement Premises that may cause such interference. The Owner shall not grant any easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises or Temporary Easement Premises without prior notice to the Commission and must obtain the Commission's prior review and written approval for any easement to be granted in an exclusive easement area. Any easement granted in violation of this Section shall be invalid.

9. **COVENANTS RUNNING WITH THE LAND.** The easements, rights, restrictions, agreements and covenants granted, imposed by, or contained in this Agreement shall be (A) easements, rights, restrictions, agreements and covenants running with the land, (B) recorded against the Subject Property at the Commission's expense and (C) binding upon and inure to the benefit of the Owner and the Commission and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion of the Subject Property, and all persons claiming under them.

10. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the Commission may assign its rights or delegate its duties under this Agreement to any assignee for the purpose of the Permitted Uses of the Facilities.

11. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the Commission.

12. **EXHIBITS.** Exhibits A through B attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

13. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate and each copy shall be considered an original, and all of which will be considered the same Agreement.

THE UNDERSIGNED, intending to be legally bound, have executed this Agreement as of the date written on the first page of this Agreement.

CITY OF JOLIET, an Illinois municipal corporation

ATTEST/WITNESS:

By: _____
Lauren O'Hara, City Clerk

By: _____
Terry D'Arcy, Mayor

GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate

ATTEST:

By: _____
John D. Noak, Secretary

By: _____
Clarence C. Debold, Chair

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____, 2026, by Clarence C. Debold, the Chair of the **GRAND PRAIRIE WATER COMMISSION**, a regional water commission, municipal corporation, and body politic and corporate, and by John D. Noak, the Secretary of said commission.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____, 2026, by Terry D'Arcy, the Mayor of the **CITY OF JOLIET**, an Illinois municipal corporation, and by Lauren O'Hara, the City Clerk of said City.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 35 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS, CONSISTING OF 80 ACRES, MORE OR LESS.

EXCEPT:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, TROY TOWNSHIP, WILL COUNTY, ILLINOIS, THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 40 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG A LINE 40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER 440 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, 550 FEET; THENCE NORTHWESTERLY 484.23 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER THAT IS 750 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 750 FEET TO THE POINT OF BEGINNING

ALSO EXCEPT:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 32 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 440.00 FEET (134.112 METERS) TO A LINE 440 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER AFORESAID; THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 40.00 FEET (12.191 METERS) TO A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER AFORESAID; THENCE SOUTH 89 DEGREES 32 MINUTES 21 SECONDS EAST ALONG SAID PARALLEL LINE, 910 FEET (2.774 METERS) TO A POINT ON A 370.10 FOOT (112.808 METER) RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 77 DEGREES 11 MINUTES 38 SECONDS EAST FROM SAID POINT AND FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE CENTRAL ANGLE 77 DEGREES 39 MINUTES 17 SECONDS 501.61 FEET (152.892 METERS) THENCE SOUTH 89 DEGREES 32 MINUTES 21 SECONDS EAST ALONG TANGENT, 103.70 FEET (31.607 METERS) THENCE SOUTH 00 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER AFORESAID, 290.98 FEET (88.690 METERS) TO A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 32 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, 466.66 FEET (142.239 METERS) TO A POINT OF BEGINNING. (SAID PARCEL CONTAINS 2.500 ACRES, MORE OR LESS (10,117 SQUARE METERS) OF LAND)

ALSO EXCEPT:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1, THENCE SOUTH 01 DEGREE 44 MINUTES 58 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, THAT IS ALSO THE EAST LINE OF THE

PRESERVE ON THE ROCK RUN UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 2001, AS DOCUMENT NUMBER R2001-131075, 1982.81 FEET TO A POINT THAT IS 750.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, WHICH IS ALSO THE NORTHWEST CORNER OF DOCUMENT NUMBER R71-7095; THENCE SOUTH 66 DEGREES 57 MINUTES 41 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID DOCUMENT NUMBER R71-7095, 484.65 FEET TO THE NORTHEASTERLY CORNER OF SAID DOCUMENT NUMBER R71-7095, AT A POINT THAT IS ALSO 440.00 FEET EAST OF SAID WEST LINE OF THE NORTHEAST QUARTER AND 550.00 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 44 MINUTES 58 SECONDS WEST, ALONG A LINE 440.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER, 817.02 FEET TO A POINT THAT IS 1367.00 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 40 MINUTES 08 SECONDS EAST, ALONG A LINE THAT IS 1367.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER 883.26 FEET, TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 36 MINUTES 43 SECONDS WEST 1218.96 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER, TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 10 MINUTES 41 SECONDS WEST 1326.47 FEET ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 55.00 FEET THEREOF, IN WILL COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART DEDICATED FOR PUBLIC STREET BY PLAT OF DEDICATION RECORDED AS DOCUMENT R80-0645

Commonly Known as 1290 N. 129th Infantry Drive in Joliet, Will County, Illinois 60435

Permanent Real Estate Index No. 05-06-01-200-030-0000

EXHIBIT B

Legal Description and Depiction of the
Permanent Easement Premises and Temporary Easement Premises

See attached Easement Exhibit prepared by Engineering Enterprises, Inc.,
consisting of two sheets attached, dated April 17, 2026

Commonly Known as 1290 N. 129th Infantry Drive in Joliet, Will County, Illinois 60435

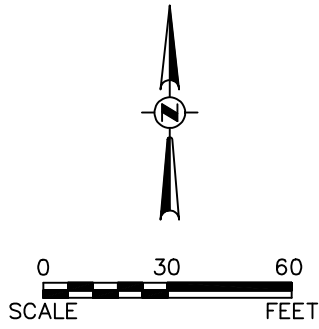
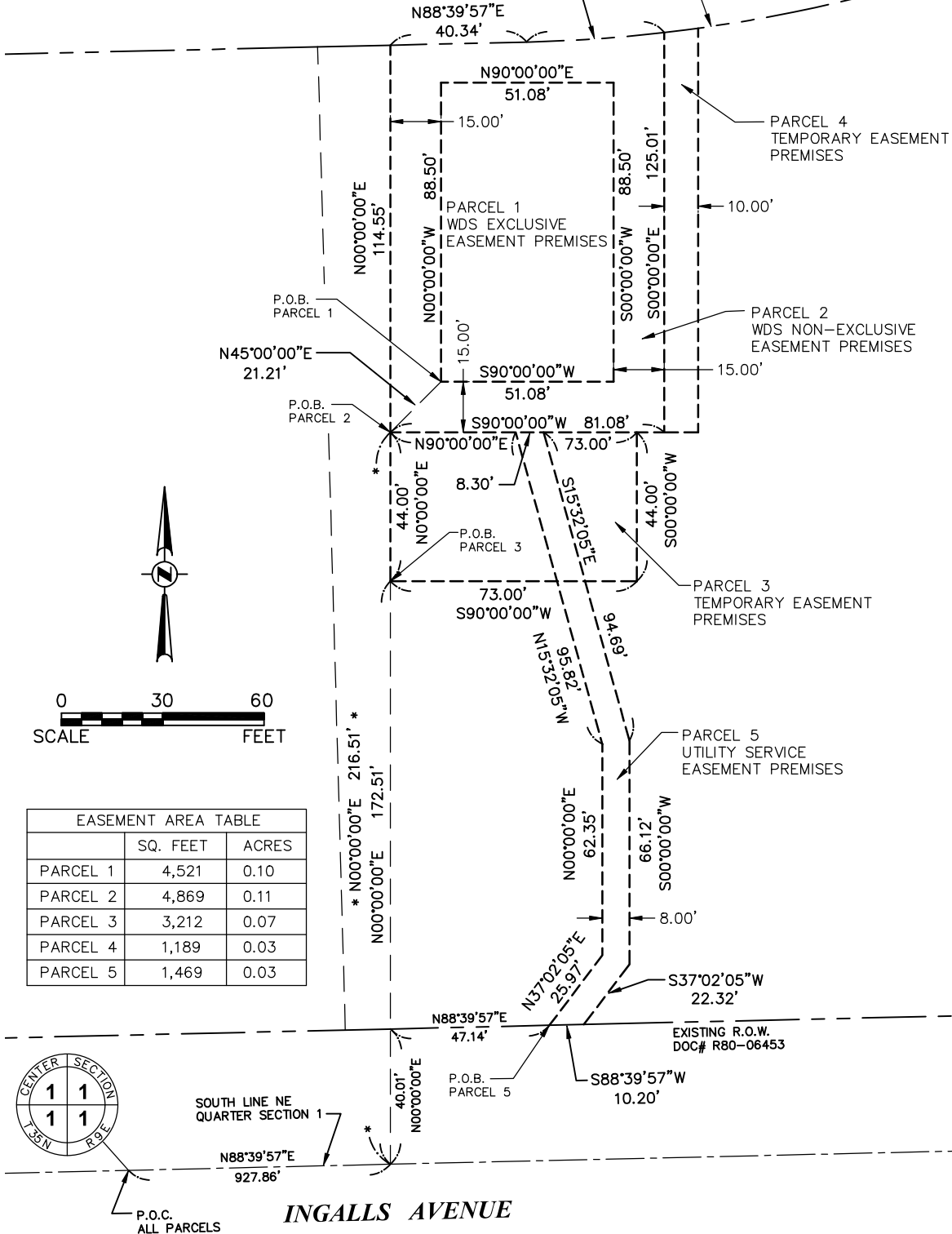
Permanent Real Estate Index No. 05-06-01-200-030-0000

EASEMENT EXHIBIT

129TH INFANTRY DRIVE

RADIUS = 450.00'
 ARC LENGTH = 40.86'
 CHORD BRG. = N86°03'51"E
 CHORD LENGTH = 40.85'

SOUTH LINE OF
 129TH INFANTRY DRIVE



EASEMENT AREA TABLE		
	SQ. FEET	ACRES
PARCEL 1	4,521	0.10
PARCEL 2	4,869	0.11
PARCEL 3	3,212	0.07
PARCEL 4	1,189	0.03
PARCEL 5	1,469	0.03



SOUTH LINE NE
 QUARTER SECTION 1

INGALLS AVENUE

Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eeiweb.com

P.I.N. 05-06-01-200-030
 CITY OF JOLIET
JOLIET QUATERNARY
 DATE: APRIL 17, 2026

SHEET 1 OF 2
 PROJECT NO: J02201JQ
 FILE NO: JOLIET QUATERNARY WDS
 EASEMENTS

H:\SDSKProj\VO\Joliet\2022\J02201R8 Easements\Joliet\Joliet Quaternary\Joliet Quaternary WDS Easements.dwg, 4/17/2026 12:34:34 PM, AutoCAD PDF (General Documentation).pc3

EASEMENT LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS:

PARCEL 1: WDS EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 216.51 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 51.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 51.08 FEET TO THE POINT OF BEGINNING.

PARCEL 2: WDS NON-EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 216.51 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 114.55 FEET TO THE SOUTH LINE OF 129TH INFANTRY RIGHT OF WAY; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 40.34 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 40.86 FEET, ALONG SAID SOUTH LINE, BEING A CURVE TO THE LEFT WITH RADIUS OF 450.00 FEET, CHORD BEARING NORTH 86 DEGREES 03 MINUTES 51 SECONDS EAST AND CHORD LENGTH OF 40.85 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 125.01 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 81.08 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 1 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 216.51 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 51.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 88.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 51.08 FEET TO THE POINT OF BEGINNING.

PARCEL 3: TEMPORARY EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 172.51 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 44.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 73.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 44.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 73.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4: TEMPORARY EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART LYING 10.00 FEET EASTERLY OF AND ADJOINING PARCEL 2, DESCRIBED HEREON, BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF 129TH INFANTRY DRIVE AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL 2 DESCRIBED HEREON.

PARCEL 5: UTILITY SERVICE EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 927.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 40.01 FEET TO THE NORTH LINE OF INGALLS AVENUE ACCORDING TO DOCUMENT R80-06453; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE, 47.14 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 37 DEGREES 02 MINUTES 05 SECONDS EAST, 25.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 62.35 FEET; THENCE NORTH 15 DEGREES 32 MINUTES 05 SECONDS WEST, 95.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.30 FEET; THENCE SOUTH 15 DEGREES 32 MINUTES 05 SECONDS EAST, 94.69 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 66.12 FEET; THENCE SOUTH 37 DEGREES 02 MINUTES 05 SECONDS WEST, 22.32 FEET TO THE NORTH LINE OF SAID INGALLS AVENUE; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 10.20 FEET TO THE POINT OF BEGINNING.



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

P.I.N. 05-06-01-200-030

CITY OF JOLIET

JOLIET QUATERNARY

DATE: APRIL 17, 2026

SHEET 2 OF 2

PROJECT NO: JO2201JO
FILE NO: JOLIET QUATERNARY WDS
EASEMENTS



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 244-26

File ID: 244-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/23/2026

Department: Public Utilities

Final Action:

Title: Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Quaternary Delivery Structure)

Agenda Date: 05/05/2026

Attachments: Resolution, GPWC-Joliet WDS Esmt Agrmt-129th Infantry (Quaternary)-For Packet (+exh)

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 245-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Secondary Delivery Structure)

BACKGROUND:

The City of Joliet is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024. The City has identified the location for its secondary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City's secondary point of delivery. The property for the water delivery structure is owned by the City. Therefore, an easement needs to be granted to the Commission so it can construct, own, operate, and maintain the water delivery structure infrastructure.

The Public Service Committee will review this matter.

CONCLUSION:

The City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure for the secondary point of delivery consistent with the Water Supply Agreement.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a resolution approving an Easement Agreement for Water Delivery Structure by and between the City of Joliet and the Grand Prairie Water Commission for the Joliet secondary delivery structure.

RESOLUTION NO. _____

**RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR WATER DELIVERY STRUCTURE BY AND BETWEEN
THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET
(Joliet Secondary Delivery Structure)**

WHEREAS, the City of Joliet (“City”) provides potable water service through its water system to its water customers (“Water Service”); and

WHEREAS, the provision of Water Service is a matter essential to the public health, safety, and welfare; and

WHEREAS, a safe, reliable, and ample supply of water is essential to providing cost-effective Water Service; and

WHEREAS, the City is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City via water delivery structures at points of delivery identified by the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 (“Water Supply Agreement”); and

WHEREAS, the City has identified the location for its secondary point of delivery of water from the Commission and City staff has coordinated with the designers of the water delivery structures regarding the design and placement for the City’s secondary point of delivery; and

WHEREAS, the City and the Commission have negotiated mutually acceptable terms of an Easement Agreement for Water Delivery Structure (“Easement Agreement”) for the secondary point of delivery consistent with the Water Supply Agreement; and

WHEREAS, the City of Joliet is a home rule municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, the Mayor and City Council find and determine that it is in the best interests of the City and the public, including its water customers, to enter into the Easement Agreement in order to continue the provision of Water Service by the City.

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 find that the recitals contained in this Resolution are true, correct and complete and are hereby incorporated into this Section by reference.

SECTION 2: The Easement Agreement for the City’s secondary point of water delivery from the Commission is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute and seal the Easement Agreement. The City Manager or her designee is hereby authorized to take such actions as may be necessary for the City to comply with the terms of the Easement Agreement.

SECTION 4: 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 5: 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 6: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of May, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A
EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED
BY, AND AFTER RECORDING,
RETURN TO:

Melissa M. Wolf
Storino Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, IL 60018

(This Space for Recorder's Use Only)

**EASEMENT AGREEMENT
FOR WATER DELIVERY STRUCTURE**

THIS EASEMENT AGREEMENT ("Agreement") is dated as of this _____ day of _____, 2026, by and between the GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate ("Commission"), and CITY OF JOLIET, an Illinois municipal corporation ("Owner"), which may be collectively referred to as the "Parties" or individually as a "Party".

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and pursuant to the Commission's statutory powers, the parties agree as follows:

1. **BACKGROUND.**

A. The Owner is the owner of certain real estate located at the southeast corner of Black Road and County Line Road, unincorporated Will County, State of Illinois, which real estate is legally described in Exhibit A ("Subject Property").

B. The Owner and the Commission have determined that it is in their respective best interests to enter into this Agreement in order to provide the Commission with a sufficient property interest in the Subject Property to fulfill the purposes described in this Agreement.

2. **GRANT AND USE OF PERMANENT EASEMENTS.** The Owner grants, conveys, warrants, and dedicates to the Commission the following easements in connection with the Commission's water works system together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted in this Agreement:

A. A permanent and perpetual exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the exclusive water delivery structure easement in Exhibit B ("WDS Exclusive Easement Premises"), to survey, construct, install, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively "Permitted Uses") a water delivery structure and related water transmission mains and related conduit and any appurtenances to the water delivery structure and such mains and conduit and other utilities necessary to serve the WDS Facilities (collectively, "WDS Facilities"), provided, however, that Owner may install its water main to connect to the water delivery structure to receive delivery of water from the Commission within the WDS Exclusive Easement Premises;

B. A permanent and perpetual non-exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as the non-exclusive water delivery structure easement in Exhibit B (“WDS Non-Exclusive Easement Premises”), to perform the Permitted Uses for the WDS Facilities; provided, however, that the water delivery structure itself will not be located in the WDS Non-Exclusive Easement Premises;

C. A permanent and perpetual non-exclusive easement in, at, over, on, along, across, through, upon, and under that portion of the Subject Property legally described and depicted as a water main easement in Exhibit B (“Feeder Main Easement Premises”), to perform the Permitted Uses for a water transmission main or mains and conduit for communications purposes and any appurtenances to such mains and conduit and other utilities necessary to serve the WDS Facilities (collectively, “Water Mains”);

D. A permanent and perpetual non-exclusive easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the utility service easement in Exhibit B (“Utility Service Easement Premises”), to perform the Permitted Uses for any utility service lines for the purpose of providing utility services, including without limitation electricity, gas, communications and other services and related conduit and any appurtenances to serve the WDS Facilities (collectively, “Utility Lines”); and

E. A permanent and perpetual non-exclusive easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the access easement in Exhibit B (“Access Easement Premises”), for the purpose of vehicular, equipment and pedestrian ingress and egress to and from the WDS Exclusive Easement Premises, the WDS Non-Exclusive Easement Premises, the Utility Service Easement Premises and the Feeder Main Easement Premises for the purpose of exercising the rights granted in this Agreement.

The WDS Facilities, the Water Mains and the Utility Lines are collectively referred to as the “Facilities”. The WDS Exclusive Easement Premises, the WDS Non-Exclusive Easement Premises, the Utility Service Easement Premises, the Feeder Main Easement Premises and the Access Easement Premises are collectively referred to as the “Permanent Easement Premises”. The Commission shall, at its sole cost and expense, complete the Permitted Uses for the Facilities in a good and workmanlike manner. Title to the Facilities and the Commission Road (defined in Section 6.C) installed within the Permanent Easement Premises by the Commission shall vest solely in the Commission; maintenance, repair, replacement and regular upkeep shall be as provided in Section 6 of this Agreement.

3. GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT.

A. The Owner grants, conveys, and warrants to the Commission a temporary construction easement for the Permitted Uses for the Facilities in, at, over, on, along, across, through, upon and under that portion of the Subject Property legally described and depicted as the temporary easement on Exhibit B as well as a mutually agreed-upon area within the Subject Property to enable access to a fire hydrant on the Subject Property, if available, to obtain water during construction of the Facilities (“Temporary Construction Easement Premises”). The Temporary Construction Easement Premises shall be used by the Commission for a period commencing with the start of initial construction on the Permanent Easement Premises and ending on December 31, 2032, or such other date to which the parties mutually agree.

B. The Owner grants, conveys, and warrants to the Commission a temporary access easement at, over, on, along, across, through and upon that portion of the Subject Property legally described and depicted as the temporary access easement in Exhibit B (“Temporary Access Easement Premises”), for the purpose of vehicular, equipment and pedestrian ingress and egress

to and from Black Road and the Access Easement Premises. The Temporary Access Easement Premises shall be used by the Commission for a period commencing with the start of initial construction on the Permanent Easement Premises and ending when a permanent access easement is granted by the Owner to the Commission to replace the Temporary Access Easement Premises. The Temporary Access Easement Premises and the Temporary Construction Easement Premises are sometimes collectively referred to as the Temporary Easement Premises.

4. **INDEMNITY, HOLD HARMLESS AND INSURANCE.**

A. Party Indemnity.

i. The Commission agrees to indemnify and hold harmless the Owner, its officers, employees and agents ("Owner Group") from and against all claims, demands, damages, losses, and causes of action (collectively "Claims") that arise directly from the Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Construction Easement Premises and access by the Commission Group on the Temporary Access Easement Premises and are being asserted by any person on account of the bodily injury or death of any officer, employee or agent of the Commission ("Commission Group"), or damage to or loss of property of Commission Group.

ii. The Owner agrees to indemnify and hold harmless the Commission Group from and against all Claims that arise out of or are related to negligent actions or failures to act by the Owner and Owner Group pertaining to the Subject Property and are being asserted by any person on account of the bodily injury or death of any member of Owner Group, or damage to or loss of property of Owner Group.

B. Third-Party Indemnity. Subject to Section 4.A. above, each Party agrees to indemnify and hold harmless the other Party from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the indemnifying Party's group in connection with the Commission's Permitted Uses of the Facilities on the Permanent Easement Premises and the Permitted Uses on the Temporary Easement Premises and access by the Commission Group on the Temporary Access Easement Premises and the negligent actions or failures to act by Owner or the Owner Group in connection with Owner's use of the Subject Property.

C. Insurance By Commission and Owner. Each Party shall carry at all times, with respect to the Permanent Easement Premises and the Temporary Easement Premises, commercial general liability insurance, including contractual liability coverage in commercially reasonable limits. Such insurance shall name the other Party as an additional insured. Each Party shall, from time to time upon request of the other Party, furnish to the other Party certificates and copies of policies evidencing such coverage.

D. Insurance and Indemnification by Contractors. The Commission shall require any contractor it retains to perform work within the Permanent Easement Premises and the Temporary Easement Premises, and the Owner shall require any contractor it retains to perform work on the Subject Property, to:

i. name the other Party as an additional insured on the contractor's commercial general liability insurance, including contractual liability coverage, in commercially reasonable limits. Each Party shall require its contractor to furnish to the other Party certificates and copies of policies evidencing such coverage; and

ii. indemnify and hold harmless the other Party's group (the Owner Group or Commission Group, as applicable) from and against any third-party Claim, including without limitation any Claim related to any personal injury, death of any person, damage or destruction of any personal or real property, or liens for labor or materials, to the extent caused by the negligent actions or failures to act of the Contractor.

5. **RESERVED RIGHTS.**

A. The Owner reserves the right to use the WDS Non-Exclusive Easement Premises, the Water Main Easement Premises, the Utility Service Easement Premises, the Access Easement Premises and Temporary Easement Premises in any manner that will not prevent, interfere with, or impair in any way the Commission's exercise of the rights granted in this Agreement; provided, however, that the Owner shall not take any actions or permit actions to be taken within, along, upon or adjacent to the Permanent Easement Premises and the Temporary Easement Premises that would permanently or temporarily improve or obstruct the Permanent Easement Premises, or the Temporary Easement Premises during the term in Section 3, or that violate the requirements of Section 8.9 of the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 ("Water Supply Agreement") so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto.

B. The Commission shall be permitted at all times to inspect the Permanent Easement Premises and Temporary Easement Premises and to enter upon the Permanent Easement Premises and Temporary Easement Premises to ensure that the terms of this Agreement are being fulfilled and to perform any Permitted Uses that the Commission may choose to perform.

6. **TERMS OF USE BY COMMISSION.**

A. The rights granted by this Agreement shall include, without limitation, the removal or relocation of items which conflict with the Permitted Uses for the Facilities.

B. The Permitted Uses of the Facilities and related activities by the Commission on the Permanent Easement Premises and Temporary Easement Premises shall not permanently interfere with the natural drainage of the Subject Property.

C. As of the date of this Agreement, there is no existing access road within the Access Easement Premises or the Temporary Access Easement Premises. The Commission will construct, at the Commission's expense, a paved access road to the WDS Facilities within the Access Easement Premises ("Commission Road") and a temporary gravel road within the Temporary Access Easement Premises ("Joliet Road"). The Joliet Road will be improved to a paved road by the Owner pursuant to a separate agreement between the Parties. The Commission Road shall be owned, maintained, repaired and replaced from time to time by the Commission at the Commission's expense. The Joliet Road shall be owned, maintained, repaired and replaced from time to time by the Owner at the Owner's expense. The Commission has the right to use the Joliet Road at all times to gain access to the Facilities within the Subject Property for the Permitted Uses

D. The Parties intend that the WDS Non-Exclusive Easement Premises will be enclosed by a permanent fence that will be installed, owned, maintained and repaired by the Commission. The Commission shall provide to the Owner keys or other methods for unlocking gates as necessary for access in the event of an emergency or other need for access by Owner.

E. The Owner will be responsible for all maintenance and repair on the Subject Property other than for the Facilities, the Commission Road and the fence described in Section 6.D of this Agreement. The Owner will be responsible for the regular upkeep of the Subject

Property, such as mowing, landscaping and snow removal, unless otherwise agreed between the Parties.

7. **COMMISSION RESTORATION.** Upon completion of the Permitted Uses for the Facilities, the Commission agrees to restore the surface of the Permanent Easement Premises and Temporary Easement Premises to its original grade and condition except where otherwise required for the Permitted Uses or provided in this Agreement.

8. **ADDITIONAL EASEMENTS.** The Owner agrees that the Owner will not subsequently grant any exclusive or non-exclusive easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises, which will in any way interfere with the rights of the Commission under this Agreement or be inconsistent with Section 8.9 of the Water Supply Agreement so long as said agreement, or any related successor agreement, remains in effect and the City remains a party thereto. To the best of Owner's knowledge, Owner represents that there are no prior exclusive or non-exclusive easements previously granted affecting the Permanent Easement Premises and Temporary Easement Premises that may cause such interference. The Owner shall not grant any easement or other right in, at, over, on, along, across, through, upon and under the Permanent Easement Premises or Temporary Easement Premises without prior notice to the Commission and must obtain the Commission's prior review and written approval for any easement to be granted in an exclusive easement area. Any easement granted in violation of this Section shall be invalid.

9. **COVENANTS RUNNING WITH THE LAND.** The easements, rights, restrictions, agreements and covenants granted, imposed by, or contained in this Agreement shall be (A) easements, rights, restrictions, agreements and covenants running with the land, (B) recorded against the Subject Property at the Commission's expense and (C) binding upon and inure to the benefit of the Owner and the Commission and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion of the Subject Property, and all persons claiming under them.

10. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the Commission may assign its rights or delegate its duties under this Agreement to any assignee for the purpose of the Permitted Uses of the Facilities.

11. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of the Owner and the Commission.

12. **EXHIBITS.** Exhibits A through B attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

13. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate and each copy shall be considered an original, and all of which will be considered the same Agreement.

[signatures on following pages]

THE UNDERSIGNED, intending to be legally bound, have executed this Agreement as of the date written on the first page of this Agreement.

ATTEST/WITNESS:

By: _____
Lauren O'Hara, City Clerk

CITY OF JOLIET, an Illinois municipal corporation

By: _____
Terry D'Arcy, Mayor

ATTEST:

By: _____
John D. Noak, Secretary

GRAND PRAIRIE WATER COMMISSION, a regional water commission, municipal corporation, and public body politic and corporate

By: _____
Clarence C. Debold, Chair

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____, 2026, by Clarence C. DeBold, the Chair of the **GRAND PRAIRIE WATER COMMISSION**, a regional water commission, municipal corporation, and body politic and corporate, and by John D. Noak, the Secretary of said commission.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

This instrument was acknowledged before me on _____, 2026, by Terry D’Arcy, the Mayor of the **CITY OF JOLIET**, an Illinois municipal corporation, and by Lauren O’Hara, the City Clerk of said City.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 910.00 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 10 SECONDS EAST, PARALLEL TO THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 987.55 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 910.00 FEET TO THE WEST LINE OF SAID SECTION 7; THENCE NORTH 01 DEGREES 32 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 987.55 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

Commonly Known as southeast corner of Black Road and County Line Road, unincorporated Will County, Illinois 60404

Permanent Real Estate Index No. 05-06-07-100-009-0000

EXHIBIT B
Legal Description and Depiction of the
Permanent Easement Premises and Temporary Easement Premises

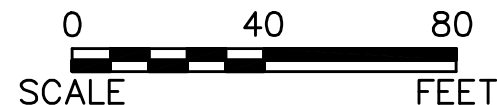
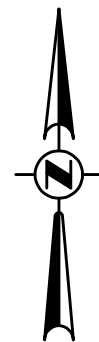
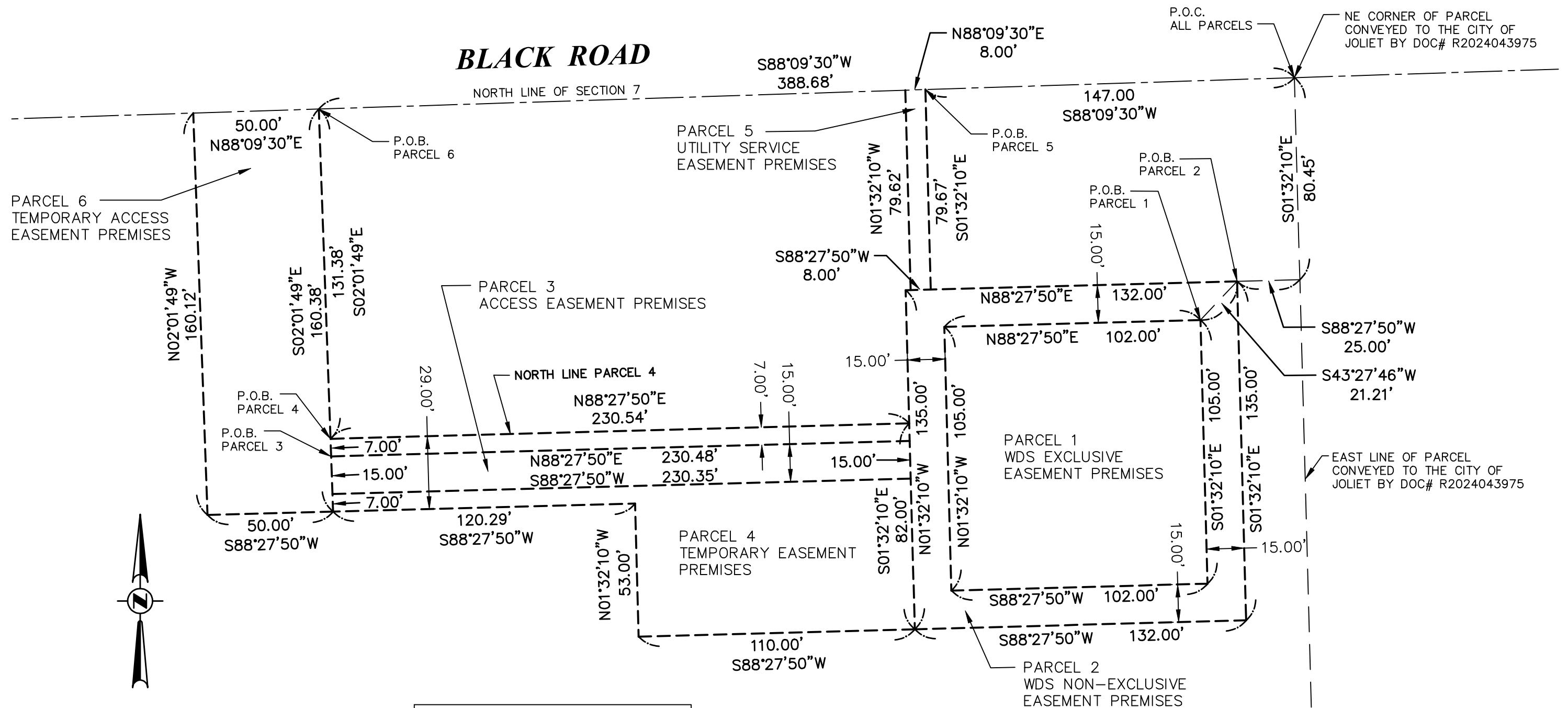
See attached Easement Exhibit prepared by Engineering Enterprises, Inc.,
consisting of two sheets, dated April 16, 2026

Commonly Known as southeast corner of Black Road and County Line Road, unincorporated Will
County, Illinois 60404

Permanent Real Estate Index No. 05-06-07-100-009-0000

EASEMENT EXHIBIT

BLACK ROAD



EASEMENT AREA TABLE		
	SQ. FEET	ACRES
PARCEL 1	10,710	0.25
PARCEL 2	7,110	0.16
PARCEL 3	3,456	0.08
PARCEL 4	12,512	0.29
PARCEL 5	637	0.01
PARCEL 6	8,013	0.18

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eeiweb.com

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JOLIET SECONDARY
 DATE: APRIL 16, 2026

P.I.N. 05-06-07-100-009
 CITY OF JOLIET

SHEET 1 OF 2

PROJECT NO: JO2201JO
 FILE NO: JOLIET SECONDARY WDS
 EASEMENTS

EASEMENT LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS:

PARCEL 1: WDS EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 80.45 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 25.00 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 46 SECONDS WEST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 105.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 102.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 105.00 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 102.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: WDS NON-EXCLUSIVE EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 80.45 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 25.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 135.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 132.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 135.00 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 132.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL, 80.45 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 25.00 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 46 SECONDS WEST, 21.21 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 105.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 102.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 105.00 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 102.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: ACCESS EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 388.68 FEET; THENCE SOUTH 02 DEGREES 01 MINUTE 49 SECONDS EAST, 138.38 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 230.48 FEET; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 15.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 230.35 FEET; THENCE NORTH 02 DEGREES 01 MINUTE 49 SECONDS WEST, 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4: TEMPORARY EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 388.68 FEET; THENCE SOUTH 02 DEGREES 01 MINUTE 49 SECONDS EAST, 131.38 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS EAST, 230.54 FEET; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 82.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 110.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 53.00 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 120.29 FEET; THENCE NORTH 02 DEGREES 01 MINUTE 49 SECONDS WEST, 29.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5: UTILITY SERVICE EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 147.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST, 79.67 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 8.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, 79.62 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE NORTH 88 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, 8.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6: TEMPORARY ACCESS EASEMENT PREMISES

THAT PART OF THE NORTH 2393.85 FEET OF THE WEST FRACTIONAL HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL CONVEYED TO THE CITY OF JOLIET ACCORDING TO DOCUMENT R2024043975; THENCE SOUTH 88 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 388.68 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 01 MINUTE 49 SECONDS EAST, 160.38 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS WEST, 50.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTE 49 SECONDS WEST, 160.12 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE NORTH 88 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

P.I.N. 05-06-07-100-009

CITY OF JOLIET

JOLIET SECONDARY

DATE: APRIL 16, 2026

SHEET 2 OF 2

PROJECT NO: J02201JO
FILE NO: JOLIET SECONDARY WDS
EASEMENTS



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 245-26

File ID: 245-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/23/2026

Department: Public Utilities

Final Action:

Title: Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission and the City of Joliet (Joliet Secondary Delivery Structure)

Agenda Date: 05/05/2026

Attachments: Resolution, GPWC-Joliet WDS Easement Agreement
Black-Co Line (Secondary)-For Packet (+exh)

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



Memo

File #: 246-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Amending Three Agreements Between the City of Joliet and Will County for American Rescue Plan Act Funded Projects

BACKGROUND:

The City of Joliet has received American Rescue Plan Act (ARPA) funds for three City of Joliet projects: \$2,055,000 for the Fairmont Extension Project, \$500,000 for the Rosalind Culvert Project, and \$3,280,000 for the Southeast Joliet Sanitary District Water Main Improvements Project. The Fairmont Extension Project and the Rosalind Culvert Project were completed under budget, allowing for the remaining, unused balances for each project to be reallocated to the Southeast Joliet Sanitary District (SEJSD) Project. The changes are as follows:

Fairmont Extension Project

The Fairmont Extension Project will be amended to close the agreement at the actual spent amount of \$1,294,396.72, compared to the original allocation of \$2,055,000.00. The remaining \$760,603.28 in unused funds will be reallocated to the Southeast Joliet Sanitary District (SEJSD) Project.

Rosalind Culvert Project

The Rosalind Culvert Project will be amended to close the agreement at the actual spent amount of \$434,041.18, compared to the original allocation of \$500,000.00. The remaining \$65,958.82 in unused funds will also be reallocated to the SEJSD Project.

Southeast Joliet Sanitary District (SEJSD) Project

The SEJSD Project will be amended to incorporate the total reallocated funds of \$826,562.10 from the Fairmont Extension and Rosalind Culvert projects. These funds will be added to the original project amount of \$3,280,000.00, resulting in a revised total project amount of \$4,106,562.10.

Project	Original Amount	Reallocated Funds	Updated Final Amount
Fairmont Extension	\$2,055,000.00	\$760,603.28	\$1,294,396.72
Rosalind Culvert	\$500,000.00	\$65,958.82	\$434,041.18
Southeast Joliet Sanitary District	\$3,280,000.00	\$826,562.10	\$4,106,562.10

The Public Service Committee will review this matter.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve a Resolution Amending Three Agreements Between the City of Joliet and Will County for ARPA funded City of Joliet Projects.

RESOLUTION NO. _____

**RESOLUTION AMENDING THREE AGREEMENTS BETWEEN THE CITY OF JOLIET
AND WILL COUNTY FOR AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

WHEREAS, the City of Joliet was awarded American Rescue Plan Act (ARPA) funds from Will County for three separate projects. Southeast Joliet Sanitary District Water Main Improvements Project, Fairmont Extension Project, and the Rosalind Culvert Project; and

WHEREAS, the Fairmont Extension Project was awarded \$2,055,000, but had an unused balance of \$760,603.28 and the Rosalind Culvert Project was awarded \$500,000 but had an unused balance of \$65,958.82; and

WHEREAS, the Southeast Joliet Sanitary District Project was awarded \$3,280,000 originally, with an interim amendment agreement to increase funds to \$4,025,046. This resolution will amend the project to increase the agreement from \$4,025,046 to \$4,106,562.10 with the unused funds from the Fairmont Extension Project (those funds not previously transferred to SEJSD via an interim amendment) and the Rosalind Culvert Project; and

WHEREAS, Will County has prepared amendments to each of the agreements to either increase or decrease the original funded awards; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to accept the amendments.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS,
PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:**

SECTION 1: The Mayor and City Council hereby find the recitals contained in this preamble to this Ordinance are true, correct, and complete and are hereby incorporated into this Ordinance by reference.

SECTION 2: The City Manager is hereby authorized to execute the amendments to increase the Southeast Joliet Sanitary District Project agreement, decrease the Fairmont Extension Project agreement, and decrease the Rosalind Culvert Project agreement.

SECTION 3: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

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

PASSED this _____ day of May, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

CITY OF JOLIET – SUBRECIPIENT GRANT AGREEMENT ADDENDUM

This Addendum is made effective as of March 31, 2026 (the “Effective Date”), by and between Will County, Illinois (the “County”) and City of Joliet.

RECITALS

WHEREAS, the County and City of Joliet entered into a Subrecipient Grant Agreement dated February 20, 2025 (the “Agreement”), funded through the American Rescue Plan Act State and Local Fiscal Recovery Funds (“ARPA–SLFRF”);

WHEREAS, the City of Joliet was assigned Treasury Project ID INF-WAT-LFE-248 and funded under said Agreement;

WHEREAS, the County previously obligated ARPA–SLFRF funds to City of Joliet prior to the December 31, 2024 federal obligation deadline;

WHEREAS, based on final reimbursement activity and project implementation, City of Joliet did not utilize the full amount of its original award;

WHEREAS, the County has determined that a minor adjustment to the project allocation is necessary to reconcile the award amount with the final eligible expenditures incurred under the project.

WHEREAS, the County is required to ensure timely and compliant use of ARPA–SLFRF funds and therefore must reallocate the unexpended balance to an eligible project capable of expenditure within the remaining performance period;

NOW, THEREFORE, the parties agree as follows:

1. Reduction in Project Allocation

The County hereby reduces the total project allocation by \$760,603.28.

The project’s original authorized allocation of \$2,055,000 is hereby reduced to \$1,294,396.72. As of the Effective Date of this Addendum, \$1,294,396.72 has been expended and reimbursed, leaving a remaining available balance of \$0.00.

City of Joliet was eligible to request reimbursement only for allowable costs incurred under the Agreement and approved Spending Plan. Final expenditures totaled less than the original award amount, and this Addendum reconciles the project allocation to reflect actual project costs.

2. Reallocation of Funds

The reduced amount shall be reallocated by the County to another internal project administered by the City of Joliet.

This reallocation is intended to support timely expenditure of previously obligated ARPA–SLFRF funds within the federal period of performance and does not constitute a new federal obligation.

3. Effective Application of Revised Award

The revised allocation established by this Addendum applies to all expenditures incurred on or after the Effective Date. Reimbursement requests submitted after the Effective Date must reflect the revised total award amount.

4. Incorporation of Original Agreement

Except as expressly modified herein, all terms, conditions, federal requirements, compliance provisions, and reporting obligations set forth in the original Subrecipient Grant Agreement remain in full force and effect and are hereby incorporated by reference.

5. Authority

This Addendum is executed pursuant to the County’s authority under the Agreement to administer, monitor, and modify funding allocations as necessary to ensure compliance with federal requirements and performance timelines applicable to ARPA–SLFRF.

IN WITNESS WHEREOF, the parties hereto have executed this Subrecipient Grant Agreement Addendum as of the Effective Date.

[Signature Page to follow]

Will County:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Joliet:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF JOLIET – SUBRECIPIENT GRANT AGREEMENT ADDENDUM

This Addendum is made effective as of March 31, 2026 (the “Effective Date”), by and between Will County, Illinois (the “County”) and City of Joliet.

RECITALS

WHEREAS, the County and City of Joliet entered into a Subrecipient Grant Agreement dated May 26, 2023 (the “Agreement”), funded through the American Rescue Plan Act State and Local Fiscal Recovery Funds (“ARPA–SLFRF”);

WHEREAS, the City of Joliet was assigned Treasury Project ID INF-SWM-JOL-213 and funded under said Agreement;

WHEREAS, the County previously obligated ARPA–SLFRF funds to City of Joliet prior to the December 31, 2024 federal obligation deadline;

WHEREAS, based on final reimbursement activity and project implementation, City of Joliet did not utilize the full amount of its original award;

WHEREAS, the County has determined that a minor adjustment to the project allocation is necessary to reconcile the award amount with the final eligible expenditures incurred under the project.

WHEREAS, the County is required to ensure timely and compliant use of ARPA–SLFRF funds and therefore must reallocate the unexpended balance to an eligible project capable of expenditure within the remaining performance period;

NOW, THEREFORE, the parties agree as follows:

1. Reduction in Project Allocation

The County hereby reduces the total project allocation by \$65,958.82.

The project’s original authorized allocation of \$500,000.00 is hereby reduced to \$434,041.18. As of the Effective Date of this Addendum, \$434,041.18 has been expended and reimbursed, leaving a remaining available balance of \$0.00.

City of Joliet was eligible to request reimbursement only for allowable costs incurred under the Agreement and approved Spending Plan. Final expenditures totaled less than the original award amount, and this Addendum reconciles the project allocation to reflect actual project costs.

2. Reallocation of Funds

The reduced amount shall be reallocated by the County to another internal project administered by the City of Joliet.

This reallocation is intended to support timely expenditure of previously obligated ARPA–SLFRF funds within the federal period of performance and does not constitute a new federal obligation.

3. Effective Application of Revised Award

The revised allocation established by this Addendum applies to all expenditures incurred on or after the Effective Date. Reimbursement requests submitted after the Effective Date must reflect the revised total award amount.

4. Incorporation of Original Agreement

Except as expressly modified herein, all terms, conditions, federal requirements, compliance provisions, and reporting obligations set forth in the original Subrecipient Grant Agreement remain in full force and effect and are hereby incorporated by reference.

5. Authority

This Addendum is executed pursuant to the County’s authority under the Agreement to administer, monitor, and modify funding allocations as necessary to ensure compliance with federal requirements and performance timelines applicable to ARPA–SLFRF.

IN WITNESS WHEREOF, the parties hereto have executed this Subrecipient Grant Agreement Addendum as of the Effective Date.

[Signature Page to follow]

Will County:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Joliet:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF JOLIET – SUBRECIPIENT GRANT AGREEMENT ADDENDUM

This Addendum is made effective as of March 31, 2026, (the “Effective Date”), by and between Will County, Illinois (the “County”) and City of Joliet.

RECITALS

WHEREAS, the County and City of Joliet entered into a Subrecipient Grant Agreement dated October 21, 2025, (the “Agreement”), funded through the American Rescue Plan Act State and Local Fiscal Recovery Funds (“ARPA–SLFRF”);

WHEREAS, the City of Joliet was assigned Treasury Project INF-COM-SJS-251 and funded under said Agreement;

WHEREAS, the County previously obligated ARPA–SLFRF funds to City of Joliet prior to the December 31, 2024 federal obligation deadline;

WHEREAS, to ensure full expenditure of ARPA–SLFRF funds prior to December 31, 2026, the County has approved an internal reallocation of funds from returned ARPA funded projects;

NOW, THEREFORE, the parties agree as follows:

1. Increase in Project Allocation

The County hereby increases the City of Joliet allocation by \$826,562.10. The revised total authorized allocation for the SE Joliet System Improvements shall be \$4,106,562.10 from the interim amendment agreement of \$4,025,046.00. and the original awarded total of \$3,280,000.00.

2. Source of Funds

The increased amount reflects an internal reallocation of previously obligated ARPA–SLFRF funds from returned funding from under budget ARPA projects. This action does not increase the County’s total ARPA–SLFRF award.

3. Adjustment of Subrecipient Expenditure Deadline

City of Joliet’s period of performance shall be adjusted to October 30, 2026, which reflects the subrecipient expenditure deadline imposed by Will County to successfully utilize their ARPA–SLFRF allocation by the federal expenditure deadline of December 31, 2026.

4. Incorporation of Original Agreement

Except as expressly modified herein, all terms, conditions, federal requirements, compliance provisions, and reporting obligations set forth in the original Subrecipient Grant Agreement remain in full force and effect and are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Subrecipient Grant Agreement Addendum as of the Effective Date.

[Signature Page to follow]

Will County:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Joliet

Signature: _____

Name: _____

Title: _____

Date: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 246-26

File ID: 246-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/23/2026

Department: Public Utilities

Final Action:

Title: Resolution Amending Three Agreements Between the City of Joliet and Will County for American Rescue Plan Act Funded Projects

Agenda Date: 05/05/2026

Attachments: Resolution, City of Joliet Fairmont-Contract Addendum-Award Decrease, City of Joliet Rosalin-Contract Addendum-Award Decrease, SE Joliet Increase Award Addendum (002)

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



Memo

File #: 247-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Approving an Intergovernmental Agreement between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Agreement

BACKGROUND:

The City of Joliet is a member of the Grand Prairie Water Commission, which is preparing to provide Lake Michigan water to the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024. The Commission has authorized the inclusion of the member water mains and other member improvements in Commission construction contracts for the Commission's initial system, subject to payment by the member of the costs associated with the construction of the member water main and improvements. The City has identified four segments of water main improvements needed by the City located within or adjacent to North 129th Infantry Drive and McDonough Street where the Commission will be constructing its 36-inch diameter water transmission main as part of its AWSP-06-02 contract. Joint construction will minimize the impact to residents and be more cost effective.

The Public Service Committee will review this matter.

CONCLUSION:

The City and the Commission have negotiated mutually acceptable terms of an Intergovernmental Agreement Between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Program to allow for the coordinated construction of the Commission Project and the Joliet Projects.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a resolution approving an Intergovernmental Agreement Establishing a Joint Improvement Agreement by and between the City of Joliet and the Grand Prairie Water Commission.

RESOLUTION NO. _____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE GRAND PRAIRIE WATER COMMISSION AND
THE CITY OF JOLIET ESTABLISHING A JOINT IMPROVEMENT PROGRAM**

WHEREAS, the City of Joliet (“City”) provides potable water service through its water system to its water customers (“Water Service”); and

WHEREAS, the provision of Water Service is a matter essential to the public health, safety, and welfare; and

WHEREAS, a safe, reliable, and ample supply of water is essential to providing cost-effective Water Service; and

WHEREAS, the City is a member of the Grand Prairie Water Commission (“Commission”), which is preparing to provide Lake Michigan water to the City pursuant to the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 (“Water Supply Agreement”); and

WHEREAS, pursuant the Commission’s “Amended and Restated Policy for Coordination of Member Improvements with Commission Construction Contracts” adopted by the Commission, the Commission has authorized the inclusion of the member water mains and other member improvements in Commission construction contracts for the Commission’s initial system, subject to payment by the member of the costs associated with the construction of the member water main and improvements and other requirements of the Policy; and

WHEREAS, the City has identified four segments of water main improvements needed by the City in connection with upgrading the City’s ability to provide Water Service, which segments are located within or adjacent to North 129th Infantry Drive and McDonough Street (collectively, “Joliet Projects”) where the Commission will be constructing its 36-inch diameter water transmission main as part of its AWSP-06-02 (“Commission Project”); and

WHEREAS, the City and the Commission have negotiated mutually acceptable terms of an Intergovernmental Agreement Between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Program (“Intergovernmental Agreement”) to allow the coordinated construction of the Commission Project and the Joliet Projects; and

WHEREAS, the City of Joliet is a home rule municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, the Mayor and City Council find and determine that it is in the best interests of the City and the public, including its water customers, to enter into the Intergovernmental Agreement in order to facilitate the provision of Water Service by the City.

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 find that the recitals contained in this Resolution are true, correct and complete and are hereby incorporated into this Section by reference.

SECTION 2: The Intergovernmental Agreement for the joint construction of the Commission Project and the Joliet Projects is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute and seal the Intergovernmental Agreement. The City Manager or her designee is hereby authorized to take such actions as may be necessary for the City to comply with the terms of the Intergovernmental Agreement.

SECTION 4: 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 5: 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 6: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of May, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET
ESTABLISHING A JOINT IMPROVEMENT PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2026 (“Effective Date”), by and between the Grand Prairie Water Commission (“Commission” or “GPWC”) and the City of Joliet (“Member”). The Commission and the Member are collectively referred to in this Agreement as the “Parties”, and individually as a “Party”.

WHEREAS, the Commission is an Illinois regional water commission and a municipal corporation and a public body politic and corporate; and

WHEREAS, Member is a charter member of the Commission and an Illinois home rule municipal corporation; and

WHEREAS, the Board of Commissioners of the Commission has adopted an “Amended and Restated Policy for Coordination of Member Improvements with Commission Construction Contracts” (“Policy”) in order to enable the Commission and its members to jointly procure improvements where a member’s improvements are near the location of planned Commission improvements, thereby reducing overall construction costs and community disruption through including improvements for both Parties in the same contract for construction; and

WHEREAS, as part of its Alternative Water Supply Program (“AWSP”), the Commission has determined that it is necessary to design and construct project AWSP-06-02 to construct a 36-inch diameter water transmission main, a portion of which will be within or adjacent to the right-of-way of North 129th Infantry Drive and a portion of which will be within or adjacent to the right-of-way of McDonough Street located within the boundaries of the Member (“Commission Project”); and

WHEREAS, Member has determined that it is necessary to design and construct the following improvements along the route of the Commission Project, collectively referred to as the “Member Project” and each being referred to as a sub-part of the Member Project:

- Construction of a 20-inch diameter water main along North 129th Infantry Drive from John Leach Park to Richmond Street (a distance of approximately 1,300 feet);
- Construction of a 12-inch diameter water main along North 129th Infantry Drive from Richmond Street to Jefferson Street (a distance of approximately 900 feet);
- Construction of a 16-inch diameter water main along McDonough Street from Joyce Road to South Larkin Avenue (a distance of approximately 4,300 feet);
- Construction of a 20-inch diameter water main along McDonough Street from South Larkin Avenue to Stryker Avenue (a distance of approximately 1,300 feet); and

WHEREAS, the Parties have individually and collectively determined that the joint construction of the Commission Project and the Member Project in a single contract for construction by the Commission and the sharing of costs for their respective Projects pursuant to the Policy and the terms of this Agreement will be mutually beneficial to both the Member and the Commission and will have minimal impact on the schedule for completion of the design and construction of the Commission Project. The Commission Project and the Member Project are sometimes jointly referred to as the “Joint Project”; and

WHEREAS, the Parties are responsible to obtain funding sources for their respective Projects and have individually determined to seek available local, state and federal loans, grants and other funds that may be available to help defray their respective shares of the Joint Project costs that are allocated to each of them; and

WHEREAS, the Commission and the City of Joliet (“Joliet”) have entered into an Intergovernmental Agreement for Program Management dated July 2, 2024 (“PMA”), pursuant to which Joliet serves as the Program Manager for the AWSP on behalf of the Commission and is authorized to manage the design of improvements for the AWSP through its professional services agreement with the AWSP design team, as well as the process for bidding, evaluation and award of contracts for construction of the improvements in the AWSP; and

WHEREAS, the Parties desire to establish this Intergovernmental Agreement to facilitate joint action and intergovernmental cooperation for joint bidding and construction of their respective Projects in a single contract for construction by the Commission; and

WHEREAS, to achieve these and other related objectives, the Parties desire to exercise the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; the Illinois Municipal Code, 65 ILCS 5/1-1-5; the Regional Water Commissions Act, 65 ILCS 5/11-135.5; and their statutory and home rule powers; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of the public health, safety and welfare of its residents and businesses, water system customers and the general public that this Agreement be executed and implemented by the Parties; and

WHEREAS, the Parties have each approved this Agreement by an ordinance or resolution duly adopted by the Party’s corporate authorities and appropriated or budgeted the necessary funds to fund their respective cost shares of the Joint Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made in this Agreement and other good and valuable consideration, the

receipt and sufficiency of which are hereby mutually acknowledged, and pursuant to the powers and authority described in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

The Parties find and determine that the foregoing recitals are found to be true, correct, and material to this Agreement and are, by this reference, incorporated into and made a part of this Agreement as if they were fully set forth in this Section.

SECTION 2. PURPOSE; GENERAL COOPERATION.

- A.** This Agreement is made for the purpose of establishing all of the authority, powers, and resources necessary and convenient to allow the Parties to jointly and efficiently complete the Joint Project.
- B.** The Parties recognize that the goals to be accomplished through this Agreement require their mutual cooperation and acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Agreement.
- C.** The Parties will each designate its duly authorized representative or designee (“Party Representative”) to operate and act with respect to Agreement affairs and actions.
- D.** Cooperation required by this Agreement specifically includes, but is not limited to, (i) the sharing by the Parties of information and other materials possessed or developed by the Parties and the AWSP design team, either individually or collectively, and necessary to investigate, identify, and otherwise document the Joint Project; and (ii) obtaining all approvals from any governmental agencies (whether federal, state, county or local) or private entities required or useful for the Joint Project.
- E.** In the event any unforeseen circumstances or events arise that have not been specifically addressed in this Agreement, the Parties agree to mutually cooperate create and establish such additional agreements and/or amendments to this Agreement in order to successfully accomplish the goals as set forth in this Agreement.

SECTION 3. TERM.

Unless otherwise provided in this Agreement, the term of this Agreement shall commence on the Effective Date and terminate upon the completion of the Joint Project and completion of the warranty period provided for in the Construction Contract (as defined in Section 4) for the Joint Project (“Term”).

SECTION 4. CONTRACTING PROCESS.

- A. Member Contract for Design Services.** The Member has entered into or shall enter into a professional services agreement (“PSA”) with the AWSP design team, which shall provide that the AWSP design team will provide the services required to prepare the design materials for the Member Project and incorporate that design into the appropriate Commission bidding and construction documents for the Joint Project. The cost of these design services will be paid by the Member pursuant to the PSA.
- B. Design, Construction Engineering and Construction Management Services.** The Commission, through Joliet as Program Manager, will arrange for the AWSP design team to perform professional engineering services for the AWSP, to provide design services for the Commission Project and construction engineering and construction management services for the Joint Project pursuant to the PMA.
- C. Official Coordinator.** The Commission, through its Program Manager pursuant to the PMA, will serve as the Official Coordinator to bid the Joint Project.
- D. Procedure for Developing Bidding and Contract Documents.** At such time as competitive sealed bids (“Sealed Bids”) from contractors are solicited for the Joint Project, the Parties agree to follow the following process:
- i. Information about the requirements for the Member Project will be provided by the Member pursuant to the PSA and for the Commission Project by the AWSP design team pursuant to the PMA.
 - ii. The form of bidding and contract documents to be used for the Joint Project will be the documents regularly used by the Commission for the AWSP. The information about the Member Project as well as the Commission Project will be incorporated into the drawings and specifications (“Technical Requirements”) and the bidding and contract documents for the Commission Project, which collectively will be referred to as the “Contract Package” for the Joint Project.
 - iii. The Member shall have an opportunity to review and comment on the Technical Requirements related to the Member Project at key design milestones, with Member comments to be resolved prior to bidding for the Joint Project.
 - iv. When all comments from the Commission and the Member are resolved, the Official Coordinator may issue these documents to prospective contractors or suppliers to solicit Sealed Bids and shall establish a deadline for the submission of Sealed Bids.

- v. During the time following the issuance of the Contract Package, and prior to the deadline for submission of Sealed Bids, the Official Coordinator shall issue such addenda to the prospective contractors as may be necessary to respond to the inquiries of such prospective contractors or to clarify the Contract Package. The Official Coordinator shall consult with the Member prior to issuing any such addenda pertaining to the Technical Requirements related to the Member Project. The Member shall refer any inquiries or issues received or identified regarding the Technical Requirements related to the Member Project to the Official Coordinator for possible inclusion in such an addendum.
- vi. Following receipt of the Sealed Bids, the Sealed Bids will be opened by the Program Manager pursuant to the PMA. Information regarding the Sealed Bids pertaining to the Member Project will be provided to the Member to enable the Member to determine whether to proceed with all or certain sub-parts of the Member Project as part of the Joint Project.
- vii. The Member shall review the information from the Sealed Bids and the Member's TAC Delegate shall, prior to contract award, notify the Commission of the Delegate's intention to recommend adoption of a resolution of the Member's corporate authorities either to (a) proceed with all or certain sub-parts of the Member Project as part of the Joint Project and authorize the deposit of funds for its share of costs for those sub-parts (as applicable) of the Member Project in escrow with the Commission as provided in Section 5 or (b) withdraw all or certain sub-parts of the Member Project from the final construction contract. The Commission shall approve the award of the contract for the Joint Project ("**Construction Contract**") by resolution in coordination with the TAC Delegate's notification. Withdrawal of all or certain sub-parts of the Member Project shall not preclude the Commission from awarding a construction contract for the Commission Project. In the event that the Member elects to proceed only with certain sub-parts of the Member Project, for the purposes of the construction phase of the Joint Project, Member Project shall mean and refer only to those sub-parts.
- viii. In the event that the Member does not provide to the Commission a resolution to proceed with or withdraw all or certain sub-parts of its Member Project within 45 days after the information regarding the Sealed Bids is provided to the Member, the Commission has the right to proceed with a construction contract for the Commission Project (and projects of other participating members, if any) without the sub-parts of the Member Project for which no resolution was

provided and the Member will no longer have any right to proceed with those portions of its Member Project as part of the Joint Project.

- E. Administration by the Official Coordinator.** The Official Coordinator shall have the right and obligation to manage the Construction Contract with the selected contractor. Such duties shall include, without limitation, meetings with representatives of the contractor, reviews of technical and administrative data, establishing testing programs, monitoring schedules and performance, ensuring that required repair and maintenance responsibilities are performed by the contractor, and the enforcement of the terms and conditions of the Construction Contract and the bonds and insurance required under the Construction Contract.
- i. The Official Coordinator shall notify the Member about any of the following pertaining to the Member Project for Member review and comment: (a) contractor questions or requests for information requiring clarification from the Member, (b) proposed changes to the Technical Requirements or (c) proposed changes affecting terms that would change the amount the Member would be required to pay for the Member Project.
 - ii. The Official Coordinator shall notify the Member of the pre-construction meeting as well as any other meetings with the contractor where the Member Project is planned to be discussed.
 - iii. The Member Project will be subject to the same rights of correction and warranty of work by the contractor as provided in the Construction Contract for the Commission Project. The Member shall promptly notify the Official Coordinator about any items of work on the Member Project that may require correction or be subject to possible warranty claim.
 - iv. The Parties shall work together to achieve consensus regarding any alleged failures of the performance of either the contractor, or the work by the contractor, under the Construction Contract. No lawsuit to enforce the Construction Contract or the bonds on an issue pertaining to the Member Project shall be filed without the agreement of both Parties.
- F. Expenses.** The Parties acknowledge and agree to use their respective personnel and resources, at no cost to any other Party, for actions undertaken by or on behalf of one of the Parties. Each Party shall be responsible for, and each Party agrees to pay, its own expenses incurred for professional design services, and any and all other expenses incurred by that Party during construction of the Joint Project under the Construction Contract. Any expenses to be shared between the Parties and not otherwise addressed in Section 5 shall be approved in advance, and in writing, by each Party or its Party Representative, as appropriate.
- G. Insurance.** The Official Coordinator shall require the contractor to whom the Construction Contract is awarded to obtain and maintain, for the

duration of the Construction Contract, appropriate insurance that includes the Member as an additional insured and provide a copy of any certificates of insurance to the Member.

- H. **Bonds.** The Official Coordinator shall require the contractor to whom the Construction Contract is awarded to obtain and maintain, for the duration of the Construction Contract, both a performance bond and a labor and material payment bond, each in the amount of all of the work under the Construction Contract. The Official Coordinator shall file such claims and take such actions as may be necessary to resolve any issues raised by any Party pursuant to one or both of the bonds.

SECTION 5. PAYMENTS; COSTS AND EXPENSES.

- A. **General Principles.** Each Party shall be responsible to pay its respective share of the cost of Joint Project pursuant to the Construction Contract. Each Party shall budget and appropriate sufficient funds to pay its respective share of the Construction Costs of the Construction Contract and Construction-Related Costs. In addition, the Commission shall also budget and appropriate sufficient additional funds to pay the cost of the Construction Contract (including the Member's share), in reliance on the Member's agreement to pay its respective share of the cost of the Construction Contract.
- B. **Member Project Costs.** The costs for the design of the Member Project shall be paid by the Member directly under the PSA. Construction Costs, CR Costs and CE/CM Services Costs (described in Sections 5.D, E and F below) shall be paid by the Member pursuant to Section 5.G and not included in either the Commission's Program Budget or loans or bonds taken out by the Commission.
- C. **Design Costs.** Design costs for the Commission Project and the Member Project will be tracked separately by the AWSP design team and the Member design costs shall be billed separately to the Member for payment under the terms of the PSA.
- D. **Construction Costs.** The Construction Package shall include pay items for specific components of the Commission Project and the Member Project ("Construction Costs"), so that the Member's share of these costs can be identified and paid by the Member. Costs under the Construction Contract that are based on a pay item common to both the Commission Project and the Member Project shall be treated as construction-related costs under Section 5.E below.
- E. **Defining Other Shared Construction-Related Costs.** The Parties agree that the following costs are common to both Projects and shall agree upon which of these costs will be allocated to the Parties on a pro-rata basis

(“CR Costs”), determined based upon the ratio of each Party’s Construction Costs for its Project to the Construction Cost of both Projects:

- i. Contractor’s bond and insurance costs;
- ii. Contractor start-up, mobilization and demobilization costs;
- iii. Erosion control;
- iv. Traffic control;
- v. Other general conditions costs, if any; and
- vi. Other costs to the extent they cannot be specifically related to either the Commission Project or the Member Project.

Any other construction-related costs not in the normal course of construction that are specifically related to the Commission Project or the Member Project shall be paid by the Commission or the Member, respectively.

F. Construction Engineering and Construction Management Services.

Pursuant to the PMA, Joliet as Program Manager provides construction engineering and construction management services (“CE/CM Services”) for all AWSP construction projects, including the Commission Project, as part of Advanced Development Costs paid by Joliet. The Commission shall request Joliet as Program Manager to provide CE/CM Services for the Member Project as part of the Joint Project and Member agrees to pay the cost of such Services for the Member Project. The cost to the Member of such CE/CM Services (“Member CE/CM Services Costs”) shall be equal to eight percent (8%) of the sum of the Member’s share of Construction Costs and CR Costs for the Member Project. The Member CE/CM Services Costs shall not be included as part of Advanced Development Costs. The Member CE/CM Services Costs shall be paid to Joliet as provided in the PMA.

G. Member Payment Prior to Construction.

- i. The Member shall deposit in escrow with the Commission an amount sufficient to pay the following costs related to each sub-part of the Member Project not less than three (3) months prior to the scheduled date for commencement of work on that sub-part of the Member Project: (a) the Member’s share of the Construction Costs plus a three percent contingency for change orders, (b) the Member’s share of the CR Costs plus a three percent contingency for change orders, and (c) the Member CE/CM Services Costs. A separate escrow deposit shall be made by the Member for each sub-part of the Member Project in connection with the Construction Contract for a Commission Project that also includes that Member’s Project.
- ii. The escrow amount may be adjusted from time to time based on additional information about the costs to be paid by the Member. If a change order is approved that causes the new total of the costs described in Section 5.G.i to increase, the Member must make an additional escrow deposit in the amount of the increase within 45 days after the approval of the change order.

iii. Following completion of the Joint Project, the Commission and the Member shall review and determine the Parties' respective final shares of the Construction Costs and CR Costs. If the amount placed in escrow less the Member CE/CM Services Costs is more than the Member's total final share, the Commission shall return the difference to the Member. If the amount placed in escrow less the Member CE/CM Services Costs is less than the Member's final share, the Member shall pay the difference to the Commission. Any such payments shall be made within 45 days after the amount to be paid is determined and agreed by the Parties.

H. Pay Applications. The contractor will be required to separate each of its applications for payment to reflect the separate pay items in a manner that each Party will be able to identify the pay items pertaining to its Project and its share (based on Sections 5.D and E) of pay items that are common costs to be shared. The Commission will provide to the Member, for its review and comment, an itemized listing of the pay items and amounts attributable to the Member Project on each application for payment. The Commission will pay the contractor directly for each approved payment application and payment for the Member Project shares will be withdrawn from the Member's escrow deposit to make payment of the Member Project portion of the application. The Commission will pay Joliet for the Member CE/CM Services Costs for the Member Project out of the Member's escrow deposit. In the event that a lien on public funds is claimed by any subcontractor or supplier for work under the Construction Contract, the Party receiving notice of such a claim shall notify the other Party, and the Parties shall coordinate their response to the lien claim in the manner required by law.

I. Funding Sources. This Agreement is intended to allow the Parties to independently seek available local, state, and federal grants and other funds and other resources to assist in paying for the costs of their respective Project. If the Member wishes to use funds that are subject to particular requirements, the Member shall notify the Commission to allow review by the Commission and Member to determine if those requirements can be reasonably accommodated.

SECTION 6. WITHDRAWAL; TERMINATION.

A. Right to Withdraw. Any Party may withdraw a Member Project from this Agreement prior to award of a construction contract for the Joint Project, as provided in Section 4.

B. Dissolution and Termination. In addition to the withdrawal provisions set forth in Section 4.D of this Agreement, this Agreement shall be dissolved and terminated only upon the written agreement of the Parties.

SECTION 7. GENERAL PROVISIONS.

- A. Notices.** Any notice, demand or request required by this Agreement shall be in writing and shall be deemed delivered to the Party when delivered in person or by express mail or messenger, via facsimile, or three (3) days after deposit thereof in any main or branch United States Post Office, properly addressed to the Party at the address below. All notices related to the Technical Requirements and routine compliance with the Construction Contract may be given by electronic mail or other means of communication, as appropriate.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Grand Prairie Water Commission
2364 Essington Road, #269
Joliet, IL 60435
Attention: Program Director
Email: aswisher@joliet.gov

City of Joliet
150 West Jefferson Street
Joliet, IL 60432
Attention: Director of Public Utilities
Email: publicutilities@joliet.gov

- B. Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement, other than the Policy, that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each Party hereto and their respective successors and assigns.
- C. Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
- D. Interpretation.** It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control.
- E. Amendments and Modifications.** This Agreement shall not be modified, changed, altered, or amended until it is reduced to writing and approved by the corporate authorities of each Party pursuant to ordinances

or resolutions duly adopted and properly executed in accordance with all applicable law.

- F. **Authority to Execute.** Each Party hereby warrants and represents to the other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.
- G. **No Third-Party Beneficiaries.** Nothing in this Agreement shall create or shall be construed or interpreted to create any third-party beneficiary rights.
- H. **Indemnification.** Each Party hereby agrees to indemnify, hold harmless and defend the other Party from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the other Party for any actions taken or failures to act by the Party in connection with the Construction Contract or the Joint Project that arise out of the Construction Contract or this Agreement, to the extent that such claims were not caused by actions, or failures to act, of the other Party.
- I. **Execution.** This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the date specified on page 1 of this Agreement.

City of Joliet

Grand Prairie Water Commission

By: _____
H. Elizabeth Beatty, City Manager

By: _____
Clarence C. DeBold, Chair

ATTEST:

ATTEST:

By: _____
Lauren O'Hara, City Clerk

By: _____
John D. Noak, Secretary

Date: _____

Date: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 247-26

File ID: 247-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/23/2026

Department: Public Utilities

Final Action:

Title: Resolution Approving an Intergovernmental Agreement between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Agreement

Agenda Date: 05/05/2026

Attachments: Resolution, GPWC-Joliet-IGA for Joint Construction of Improvements-For Packet 4-22-26

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/27/2026	Kevin Sing	Approve	4/27/2026
1	3	4/27/2026	Todd Lenzie	Approve	4/29/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 248-26

Agenda Date: 5/5/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting an Easement Agreement for the Railroad Street Water Main Improvement Project with Hawkeye Land Company in the Amount of \$40,000.00

BACKGROUND:

The Railroad Street Water Main Improvement Project is part of the 2025 Water Main Replacement Program. To construct this project an easement agreement with Hawkeye Land Company where CSX Transportation Company operates a rail line is required for the water main installation, encroachment, review and abandonment of railroad crossings along Railroad Street.

The Public Service Committee will review this matter.

CONCLUSION:

City Staff have applied for and secured an easement agreement with Hawkeye Land Company where CSX Transportation Company operates a railway along Railroad Street. The attached easement agreement with Hawkeye Land Company will provide construction installation and access for the Railroad Street Water Main Improvement Project. An easement, review and abandonment fee of \$40,000.00 is required to be paid to Hawkeye Land Company.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$40,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Resolution accepting an easement agreement for the Railroad Street Water Main Improvement Project, in the amount of \$40,000.00, with Hawkeye Land Company.

RESOLUTION NO.

**RESOLUTION ACCEPTING AN EASEMENT AGREEMENT FOR THE
RAILROAD STREET WATER MAIN IMPROVEMENT PROJECT
WITH HAWKEYE LAND COMPANY**

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

SECTION 1: The Mayor and City Council hereby approve the Easement Agreement from Hawkeye Land Company for the Railroad Street Water Main Improvement Project.

SECTION 2: The City Manager is hereby authorized to accept the Agreement on behalf of the City of Joliet.

SECTION 3: Payment for the easement agreement, review & abandonment of railroad crossings in the amount of \$40,000.00 is authorized.

SECTION 4: If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 5: 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 6: This Resolution shall be in full force and effect upon its adoption and approval according to law.

PASSED this _____ day of _____, 2026

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

REVIEW AND PURCHASE AGREEMENT

This Review and Purchase Agreement (“Agreement”) is between **Hawkeye Land Co. of Illinois**, an Illinois corporation (“Seller”), and **the City of Joliet, Illinois** (“Buyer”). The Agreement is dated May 5, 2026 (“Effective Date”). Upon the terms and conditions that follow, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller four (4) single non-exclusive, perpetual easements for the following single use (“Easements”), which are further described below and on Schedule “A”:

Abandonment of one (1) six-inch (6”) and two (2) ten-inch (10”) steel pipe at a minimum depth of five (5) feet for water main purposes, now to be filled with low density cellular grout. Work also includes the installation of one (1) 12” water main encased in 36” steel conduit at a depth of fifteen (15) feet beneath the CSX operating railroad tracks in Joliet, Will County, IL 60436 at:

- 1) The installation and abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and Jasper Street, situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
- 2) The abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and U.S. Route 52 (McDonough Street), situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
- 3) The abandonment of a railroad right-of-way crossing located at or near Mayor Art Schultz Park (West Allen Street and Wallace Street), situated in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.

Recitals:

WHEREAS, Seller received a quitclaim deed to certain rights in various railroad right-of-ways of the former Chicago, Rock Island and Pacific Railroad Company (“Corridor”);

WHEREAS, CSX Transportation Company (“CSX”) operates a rail line in this Corridor;

WHEREAS, Buyer has previously installed water pipes at the three locations described herein (“Existing Pipes”), which Buyer has replaced and intends to abandon the Existing Pipes where the previous agreements to install the Existing Pipes require Buyer to remove the Existing Pipes and return the property to its original condition.

WHEREAS, Buyer wishes Seller to review its request and to acquire Seller's permission for the Water Main to cross a Corridor so as not to interfere with the railroad and other uses.

WHEREAS, Buyer wishes Seller to review its request and to acquire Seller’s permission for the Existing Pipes to remain the Corridor.

WHEREAS, Seller is willing to grant such permission upon certain other terms and conditions;

NOW, THEREFORE, the parties agree as follows:

1. **PURCHASE PRICE:** The price for review, and Easement for the abandonment of the Existing Pipes and the installation of the water main is Ten Thousand Dollars (\$10,000) per crossing, for Forty Thousand Dollars (\$40,000) total (“Purchase Price”). Buyer shall provide the Purchase Price to Seller in one payment by cashier’s check, certified check, or wire transfer within twenty-one (21) calendar days of the Effective Date.
2. **EASEMENT:** Upon payment of the Purchase Price by Buyer to Seller and fulfillment of the other terms and conditions of this Agreement, Seller shall convey the Easement(s) by Quitclaim Deed (“Deed”) to Buyer within a reasonable time. The Deed to be executed shall substantially conform to Schedule “A”.
3. **ABANDONMENT:** Upon payment of the Purchase Price and abandonment of the Existing Pipes, Buyer may abandon the Existing Pipes in place for so long as (and for only as long as) Buyer: (1) abandons the Existing Pipes in the manner required by the CSX and (2) fulfills any other safety requirements of Seller or the CSX (or their respective successors and assigns).
4. **ACCESS:** Buyer may abandon the Existing Pipes and install the water main after paying Seller the Purchase Price, obtaining (and maintaining) reasonable levels of commercial general liability and railroad protective liability insurance naming Seller as an additional insured (the reasonableness of protection shall be determined by the CSX), and providing Seller proof of lawful execution of this Agreement. Buyer waives any rights of subrogation for its insurers. If Buyer utilizes a contractor to perform work related to the abandonment and/or to complete the installation, the contractor must obtain and maintain the same insurances and name Seller as an additional insured. Any contractor must agree in writing to be bound by the terms of this Agreement and waive any rights of subrogation for its insurers.
5. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS: SELLER AND ITS REPRESENTATIVES (EXCEPT FOR THE SIGNING INDIVIDUALS’ LIMITED WARRANTY OF AUTHORITY TO SIGN) MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO SELLER’S TITLE, ITS ESTATE, OR THE CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS). BUYER ACKNOWLEDGES SELLER AND ITS REPRESENTATIVES HAVE MADE NO STATEMENTS, REPRESENTATIONS, OR INVESTIGATIONS CONCERNING SELLER’S TITLE, ESTATE, OR THE CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS). BUYER REPRESENTS IT HAS MADE ITS OWN INVESTIGATION OF TITLE, ESTATE, AND CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS) AND FINDS EVERYTHING ACCEPTABLE INCLUDING, BUT NOT LIMITED TO, ANY PRIOR RESERVATIONS IN THE CHAIN OF TITLE, LIMITATIONS ON USE, REVERSIONARY INTERESTS, OR OTHER DEFECTS. BUYER FURTHER ACKNOWLEDGES AND AGREES SELLER HAS NO ABSTRACT OF TITLE TO THE SUBJECT PROPERTY AND HAS NO**

OBLIGATION TO PROVIDE ONE. THE INDIVIDUALS SIGNING THIS AGREEMENT WARRANT THAT THE RESPECTIVE PARTY HAS AUTHORIZED THEM TO SIGN THIS AGREEMENT BUT MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. REGARDLESS OF TITLE OR ESTATE AND WITHOUT ANY FURTHER ACTION NECESSARY, THIS AGREEMENT AND THE EASEMENT SHALL CONSTITUTE THE BINDING TERMS (WHETHER THROUGH LICENSE OR OTHERWISE) UPON WHICH BUYER AND SELLER AGREE TO MUTUALLY USE THE SUBJECT PROPERTY.

6. **REMEDIES/FORUM/FUTURE DEALINGS:** Except as provided by this Agreement or the Deed, Buyer and Seller are entitled to utilize any and all remedies or actions at law or in equity available to them. **BUYER WAIVES ALL CLAIMS OR CAUSE OF ACTIONS AGAINST SELLER AND ITS REPRESENTATIVES FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES IN ANY MANNER RESULTING FROM, ARISING OUT OF, OR IN ANY OTHER MANNER RELATED TO THIS AGREEMENT, THE PIPES, THE DEED, THE EASEMENT, OR THE CORRIDOR.** Seller shall be entitled to obtain judgment for costs and expenses (including, but not limited to, reasonable attorney fees and expert witness fees) if it is the prevailing party in any action or proceeding relating to this Agreement, the Easement, the Existing Pipes, the Deed, or the Corridor. Buyer acknowledges and agrees interference with Seller's Corridor constitutes irreparable harm for which there is not an adequate remedy at law. Buyer also waives any requirement for bond. Any amount, including but not limited to the Purchase Price, which is not timely paid to Seller, shall have ten percent interest (or the highest lawful interest, whichever is lower) added to the amount. Any disputes, now or in the future, in any way concerning, arising out of, or relating to this Agreement, the Easement, the Deed, the Existing Pipes, or the Corridor may be brought as original actions in the courts for Linn County, Iowa, or the courts for the county of the location of the dispute, as original actions.
7. **INCIDENTAL COSTS:** Buyer shall pay all expenses, costs, or fees for documentary stamps, recording fees, deed taxes, real estate transfer taxes, transaction taxes, and others items incident to this Agreement, the Existing Pipes, the Deed, or the conveyance of the Easement (including non-fees and non-tax items as well).
8. **AGENCY COSTS:** Seller shall not be responsible for any real estate agent fees, sales commissions, attorneys' fees, or any other cost incurred or arranged by Buyer arising out of, relating to, or in any manner concerning this Agreement, the Existing Pipes, the conveyance of the Easement, or the Deed. Except as otherwise provided in this Agreement, the Deed, or the Easement, Buyer shall not be responsible for any of Seller's real estate agent fees, sales commissions, or attorneys' fees, arising out of, relating to, or in any manner concerning this Agreement, or the conveyance of the Easement.
9. **MECHANIC'S AND OTHER LIENS:** Neither Buyer nor anyone claiming by, through, or under Buyer, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon any property of Seller. No contractor, sub-contractor, or anyone else who furnishes any material, service, or labor shall at any time be or become entitled to any lien. Buyer shall give actual notice in advance to all contractors and sub-contractors who may furnish or agree to furnish any such material, service, or labor. Such providers shall furnish lien waivers before any work begins.

10. **SURVEY/PLATTING:** If a survey is required by statute, city or county ordinances, or other applicable law, Buyer, at its sole cost and expense, shall ensure compliance. The legal description for the Easement is on Schedule "A," but the parties may substitute a different one through agreement.
11. **BINDING NATURE:** This Agreement shall bind and inure to the benefit of the parties' successors. Buyer shall not assign this Agreement without the prior written consent of Seller, which Seller may grant, withhold, delay, or condition (including, but not limited to, additional compensation) in its sole discretion. Without implying any limitation, Seller's rights and powers as well as Buyer's obligations, representations, and warranties under this Agreement shall survive delivery of the Deed and termination or other end of this Agreement.
12. **WAIVER/INTEGRATION:** Failure to promptly assert rights under this Agreement shall not be a waiver of those rights or a waiver of any existing or subsequent defaults. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by the parties.
13. **CONSTRUCTION/INTERPRETATION:** Words and phrases in this Agreement shall be interpreted and construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. Each party having had ample opportunity to consult with legal counsel and having fully understood the Agreement after fully reviewing the Agreement, this Agreement shall not be interpreted or construed for or against either party on account of draftsmanship or on account of who is seeking enforcement. A court or other tribunal may equitably reform any part of this Agreement (or the Easement or the Deed) if it is deemed illegal or against public policy in order to reform the Agreement (or the Easement, the Deed) as closely as possible to the original intent. If a court or other tribunal reforms the Agreement (or the Easement or the Deed) or any part of them, Seller may elect to terminate the Agreement and Easement (including the Deed) or any of them. "CSX" includes any other owner, lessee, or operator of the railroad right-of-way. "Representative" means a party's owners, directors, shareholders, members, managers, partners, officers, employees, contractors, agents, invitees, licensees, successors, assigns, and other representatives (but does not include the other party). "Easement" and "Deed" are meant to mean the same thing with the Deed being the written representation of the Easement. This Agreement shall be governed by, interpreted, and construed in accordance with Iowa law without reference to its principles of conflict of laws.
14. **NOTICES:** Any notice concerning this Agreement shall be deemed given when it is received (or refused) in writing by personal delivery or deposited in the U.S. Mail via certified mail, return receipt requested as long as it is actually received (or refused). Notice shall be given to the addresses listed below (or delivered as permitted by local law for service of original notice or other judicial process if a current address is unknown or service has been previously undeliverable) or to such other addresses the parties may provide from time to time. Other forms of notice may be used if agreed to by the parties in writing.
15. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, e.g. PDF or similar format, are true and valid

signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature.

16. **TIMING:** Time is of the essence in this Agreement.

17. **INCORPORATION:** The attached Schedule "A" and the Recitals are incorporated by reference and made a part of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed.

Seller: Hawkeye Land Co. of Illinois

Rick Stickle - CEO
Hawkeye Land Co. of Illinois
4625 20th Ave. SW,
Cedar Rapids, Iowa 52404

Buyer: City of Joliet

Name: Beth Beatty
Title: City Manager
Address: 150 W. Jefferson Street, Joliet, IL 60432

SCHEDULE "A"

EASEMENT

For \$40,000 and other good and valuable consideration, **Hawkeye Land Co. of Illinois**, an Illinois corporation ("Grantor"), hereby grants, conveys, and quitclaims unto **the City of Joliet** ("Grantee"), a non-exclusive easement (the "Easement") for the following installations:

Abandonment of one (1) six-inch (6") and two (2) ten-inch (10") steel pipe at a minimum depth of five (5) feet for water main purposes, now to be filled with low density cellular grout. Work also includes the installation of one (1) 12" water main encased in 36" steel conduit at a depth of fifteen (15) feet beneath the CSX operating railroad tracks in Joliet, Will County, IL 60436 at:

- 1) The installation and abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and Jasper Street, situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
- 2) The abandonment of a railroad right-of-way crossing located at or near the intersection of U.S. Route 6 (Railroad Street) and U.S. Route 52 (McDonough Street), situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.; and
- 3) The abandonment of a railroad right-of-way crossing located at or near Mayor Art Schultz Park (West Allen Street and Wallace Street), situated in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.

hereinafter referred to as "Pipes" as more specifically described on the attached Exhibit "A", on the property legally described on the attached Exhibit "B." **WITHOUT LIMITING THE QUITCLAIM NATURE OF THIS EASEMENT, GRANTEE'S ATTENTION IS DIRECTED TO THE DISCLAIMER OF REPRESENTATIONS AND WARRANTIES IN PARAGRAPH 10 BELOW.** Grantee shall not place additional utilities, including, pipelines, electric transmission lines, telecommunication lines, or under builds of any kind within the easement area described in Exhibit "B."

Grantee's use of the described property is subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. Grantee shall comply with all other terms and conditions imposed by the operating railroad now or in the future. Continued use, upgrading or increasing the size or capacity of the Pipes is not permitted without prior written consent of Grantor, which Grantor may condition (including, but not limited to, additional compensation), withhold, or give in its sole discretion.

2. Grantor shall permit Grantee reasonable right of entry for the purpose of constructing, reconstructing, replacing, repairing, maintaining, and operating the Pipes.

3. Grantee shall pay the entire cost of constructing, reconstructing, maintaining, operating, repairing, replacing, and removing the Pipes. All of that work shall be done in a good and skilled manner and in accordance with the plans, specifications, and profiles, specifically including the anticipated date of commencement of work, to be prepared by Grantee and submitted in writing to Grantor and the operating railroad for approval. Except in the case of an emergency, Grantee shall not commence such work until it is approved in writing by Grantor, which approval shall not be unreasonably withheld. Grantor reserves the right to have a representative present, but in no way waives any rights by failing to have a representative present.

4. Grantor shall have the right to retain existing tracks and other improvements at the location of this Easement and shall also have the right at any and all times in the future to construct, reconstruct, replace, repair, remove, maintain, and operate over, under, or within this Easement additional track, tracks, and other improvements as it may from time to time elect. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing tracks and other improvements of Grantor or of such track, tracks, and other improvements as Grantor may have in the future across, on, in, below, along, parallel, or above this Easement. Grantor reserves the right to grant future easements across, on, in, below, along, parallel, or above this Easement. Nothing in this Easement shall be interpreted or construed to limit the non-exclusive nature of the Easement.

5. Before and during the construction, reconstruction, replacement, repair, maintenance, or operation of Pipes, or at any other time, Grantor shall have the right to provide such safe and temporary structures as it may deem necessary for safety or preserving its tracks, buildings, or other improvements. Grantee further agrees to pay Grantor the entire cost of putting in and removing those temporary structures and of restoring the property of Grantor to as near as may be to the same condition in which it was before commencement of the work.

6. If Grantor changes the location or grade of its tracks or other improvements or desires to otherwise use its property for whatever purpose at any point of crossing, at any point along the Easement, or at any point along a parallel course, Grantee, at its own expense, shall make all changes to the Pipes required by Grantor. If Grantee fails, neglects, or refuses to make those changes for a period of thirty (30) days after receiving written notice from Grantor, then Grantor may make those changes to Pipes at Grantee's expense, provided that if the required changes reasonably require a period longer than thirty (30) days Grantee shall be provided such additional time as long as it commences the change work within thirty (30) days and proceeds with reasonable diligence.

7. Grantee shall at all times construct, reconstruct, replace, repair, maintain, and operate the Pipes in a secure, safe, and sanitary condition and in accordance with all applicable laws, ordinances, rules, and regulations. Grantee shall pay promptly when due all taxes levied or assessed upon Grantee or upon Grantee's use and enjoyment of the rights granted herein including income derived there from. If the manner of constructing, reconstructing, replacing, repairing, maintaining, or operating the Pipes is at any time in violation of any applicable law, rule,

regulation, or ordinance, then Grantee shall make such changes or repairs as shall be necessary, at no cost or expense to Grantor, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by that agency or to make timely payment of taxes shall terminate this Easement, provided that it shall not terminate as long as Grantee in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from, or pursues other lawful measures to avoid the enforcement of those laws, ordinances, rules, regulations, or taxes.

8. To the maximum extent allowed by law, Grantee shall defend, indemnify, and hold harmless Grantor and its Representatives, against all claims, demands, actions, and cause of actions, including, but not limited to, all judgments, settlements, attorneys' fees, and court costs in connection therewith, arising or growing out of loss or damage to property or injury to or death of any persons resulting in any manner from the Pipes (irrespective of whether any act or omission to act by Grantor or its Representatives causes or contributes thereto). Grantee shall promptly pay any sums required by this paragraph. If the protections in this paragraph are found to be illegal or unenforceable, Grantee shall defend, indemnify, and hold Grantor and its Representatives harmless to the maximum permissible extent.

9. All rights and interest to said property shall revert to Grantor if Grantee vacates, abandons, or ceases to use the Easement with the intent to permanently vacate, abandon, or cease to use the Easement or if the easement terminates. Upon such permanent vacation, abandonment, termination, or cessation of use, Grantee, at its sole cost and expense, shall remove its improvements and restore the Easement premises to its original condition.

10. Grantee, at its sole expense, shall comply with the requirements of Illinois Plat Act (765 ILCS 205) and any other survey, platting, land division, or similar requirements relating to this Easement. **GRANTOR AND ITS REPRESENTATIVES MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. GRANTEE ACKNOWLEDGES GRANTOR AND ITS REPRESENTATIVES HAVE MADE NO STATEMENTS OR REPRESENTATIONS CONCERNING ITS TITLE OR ESTATE, OR THE CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS). GRANTEE REPRESENTS IT HAS MADE ITS OWN INVESTIGATION OF TITLE, ESTATE, AND CONDITION OF THE CORRIDOR (INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR USE OR ENVIRONMENTAL CONDITIONS) AND FINDS EVERYTHING ACCEPTABLE INCLUDING, BUT NOT LIMITED TO, ANY PRIOR RESERVATIONS IN THE CHAIN OF TITLE, LIMITATIONS ON USE, REVERSIONARY INTERESTS, OR OTHER DEFECTS. NOTHING IN THIS EASEMENT SHALL BE CONSTRUED TO CONFLICT WITH THE OPERATING RAILROAD'S RIGHTS.** This Easement is subject to outstanding interests. Regardless of title or estate and without any further action necessary, this document shall constitute the binding terms (whether through license, permit, covenant, contract, or otherwise) upon which Grantee and Grantor agree to mutually use the subject property. Hawkeye Land Co. of Illinois shall be entitled to obtain judgment for costs and expenses (including, but not limited to, reasonable attorney fees and expert witness fees) if it is the prevailing party against Grantee in any action or proceeding

relating to this Easement or the railroad right-of-way. Grantee acknowledges and agrees interference with Grantor's interests in the railroad right-of-way constitutes irreparable harm for which there is not an adequate remedy at law. Grantee also waives any requirement for bond. Any amount which is not timely paid to Hawkeye Land Co. of Illinois, shall have ten percent interest (or the highest lawful interest, whichever is lower) added to the amount. Any disputes, now or in the future, in any way concerning, arising out of, or relating to this Easement or the railroad right-of-way may be brought as original actions in the courts for Linn County, Iowa, or the courts for the county of the location of the dispute, as original actions.

11. The grants, covenants, and stipulations shall extend to and be binding upon, inure to the benefit of and shall be enforceable by Grantor and Grantee and their respective successors and assigns, as well as the operating railroad. Without implying any limitation, Grantor's rights and powers as well as Grantee's obligations, representations, and warranties under this Easement shall survive the expiration, termination, abandonment, or other end of this Easement. Failure to promptly assert rights under this Easement shall not be a waiver of those rights or a waiver of any existing or subsequent defaults.

12. References to "Grantor" are to be interpreted and construed as appropriate to confer rights on CSX Transportation Company (as against Grantee only but Hawkeye Land Co. of Illinois, at its election, shall take precedence as between Hawkeye Land Co. of Illinois and CSX Transportation Company), and its successors and assigns (collectively, "operating railroad") to protect railroad operations. In particular, the Easement expressly grants to the operating railroad the rights to enforce the covenants and to benefit from the indemnities of Grantee for protecting railroad operations. Grantee having understood this easement and having the opportunity to negotiate after review with legal counsel, this Easement shall not be interpreted or construed against either party on account of who drafted or is seeking enforcement. "Representative" means a party's owners, directors, shareholders, members, managers, partners, officers, employees, contractors, agents, invitees, licensees, successors, assigns, and other representatives (but does not include another party to the easement). "Easement" or "easement" also means license. A court may equitably reform any provision of this Easement found to be illegal or unenforceable to make it enforceable as close to the original intent as possible. In such an instance, Hawkeye Land Co. of Illinois may elect to terminate the easement (thereby triggering Grantee's obligation to restore the easement premises).

13. Exhibits "A" and "B" as well as the Easement Review Agreement between the parties dated May 5, 2026 are incorporated by reference and made a part of this Easement.

14. This Easement contains the entire agreement of the parties. Except as otherwise provided in this Easement, this Easement may not be amended except by a written instrument signed by both the Grantor and Grantee.

15. Each of the parties agrees to execute and deliver to the other party all such documents as may be necessary or appropriate for the effectuation of the provisions and intent of this agreement.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2026.

HAWKEYE LAND CO. OF ILLINOIS

BY: _____
Rick Stickle, CEO

STATE OF IOWA)
) ss.
COUNTY OF LINN)

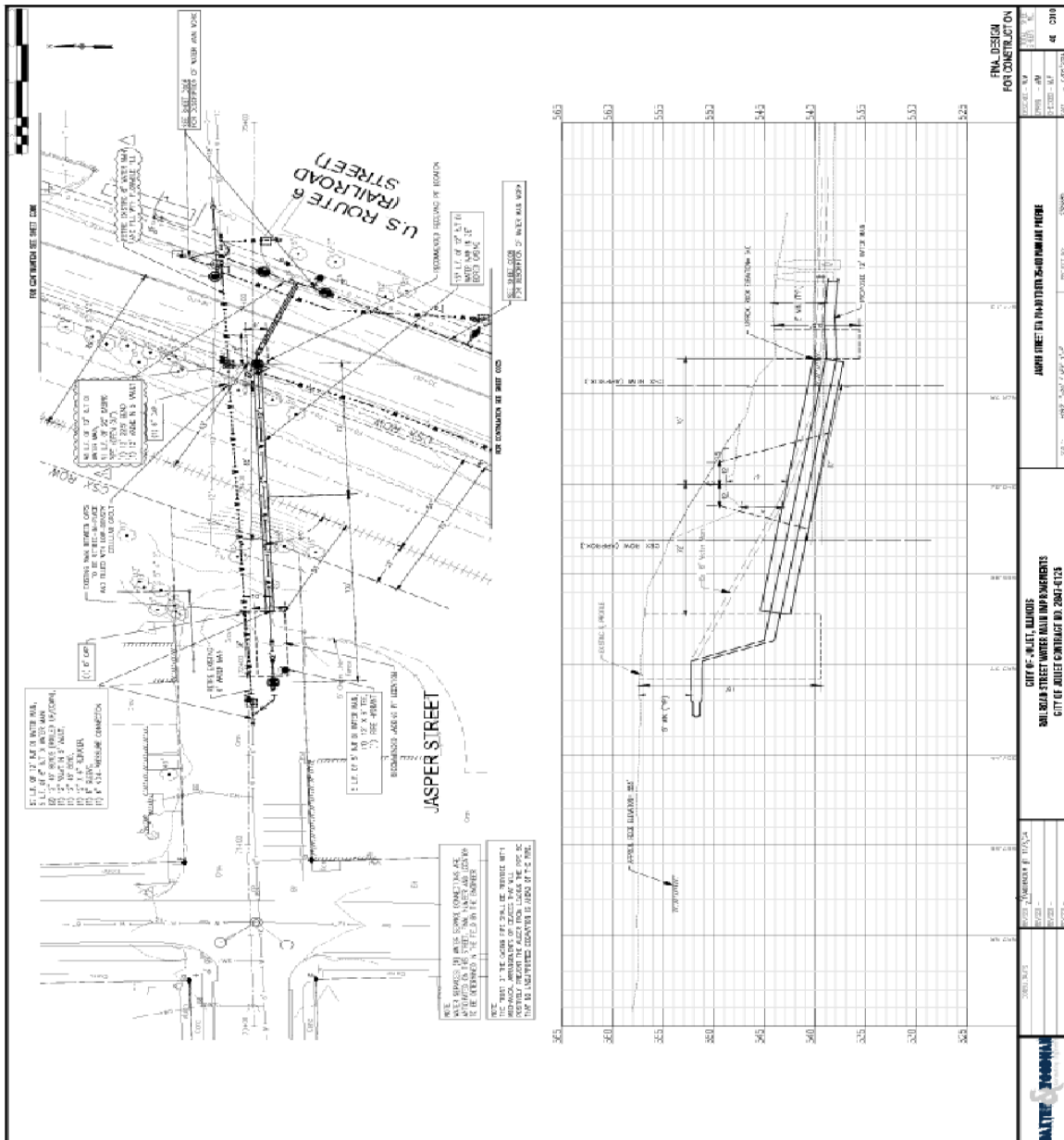
This instrument was acknowledged before me on _____ by Rick Stickle as CEO of Hawkeye Land Co. of Illinois

NOTARY PUBLIC IN AND FOR SAID STATE

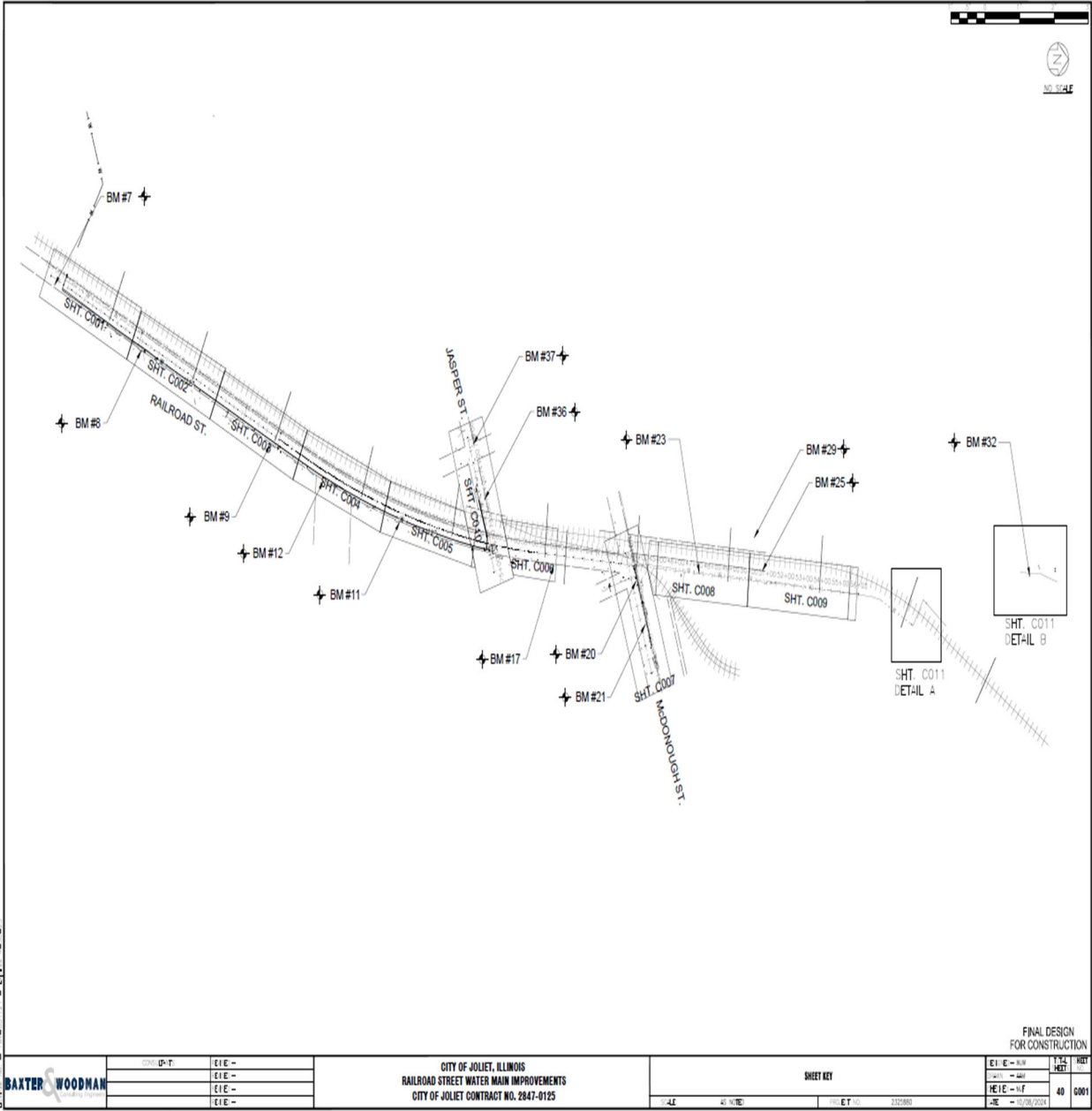
EXHIBIT "A"

Railroad Street, Joliet, IL (HLC Matter No. 25-2500): Abandonment of one (1) six-inch (6") and two (2) ten-inch (10") steel pipe at a minimum depth of five (5) feet for water main purposes, now to be filled with low density cellular grout. Work also includes the installation of one (1) 12" water main encased in 36" steel conduit at a depth of fifteen (15) feet beneath the CSX operating railroad tracks in Joliet, Will County, IL 60436.

1) Installation and Abandonment Jasper Street and Railroad Street / Highway 6



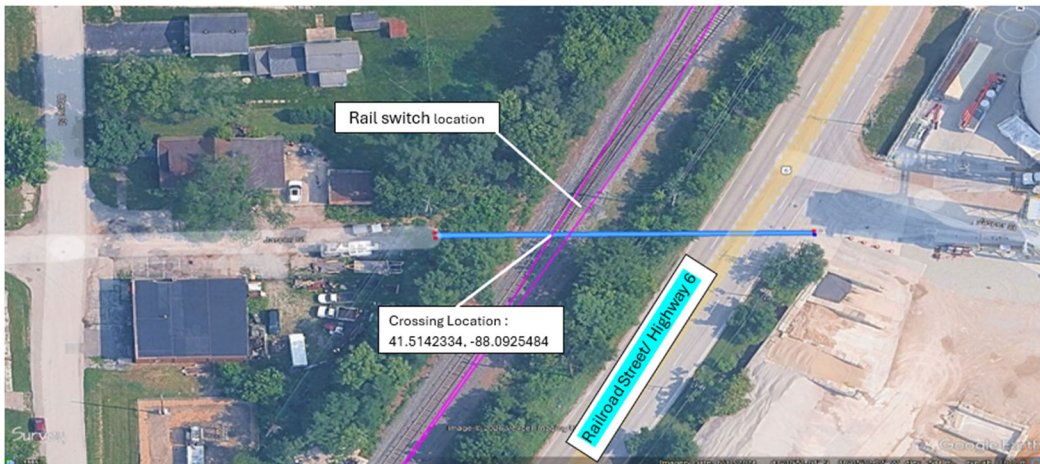
3) Abandonment
 South of Art Schultz Park, then east of West Allen Street



BAXTER WOODMAN	DATE	EYE -	CITY OF JOLIET, ILLINOIS RAILROAD STREET WATER MAIN IMPROVEMENTS CITY OF JOLIET CONTRACT NO. 2847-0125	SHEET KEY		EYE -	FINAL DESIGN FOR CONSTRUCTION	SHEET 40 6001
	DATE	EYE -		DATE	EYE -			
	DATE	EYE -		DATE	EYE -			
	DATE	EYE -		DATE	EYE -			

EXHIBIT "B"

1) A 10 foot wide non-exclusive easement across the former right-of-way of the Chicago, Rock Island & Pacific Railroad Company now evidenced, monumented, occupied, or recorded in the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the 3rd Principal Meridian; Centroid Coordinates of LAT./LONG 41.2334, -88.0925284. The centerline of this easement being described as intersecting the center line of the railroad right-of-way at a 61-degree angle 205 feet, more or less, maintaining a minimum distance of 50 feet from the existing rail-switch on an east to west alignment with Jasper Street, beneath the rail tracks and Highway 6/Railroad Street, in Will County, State of Illinois.

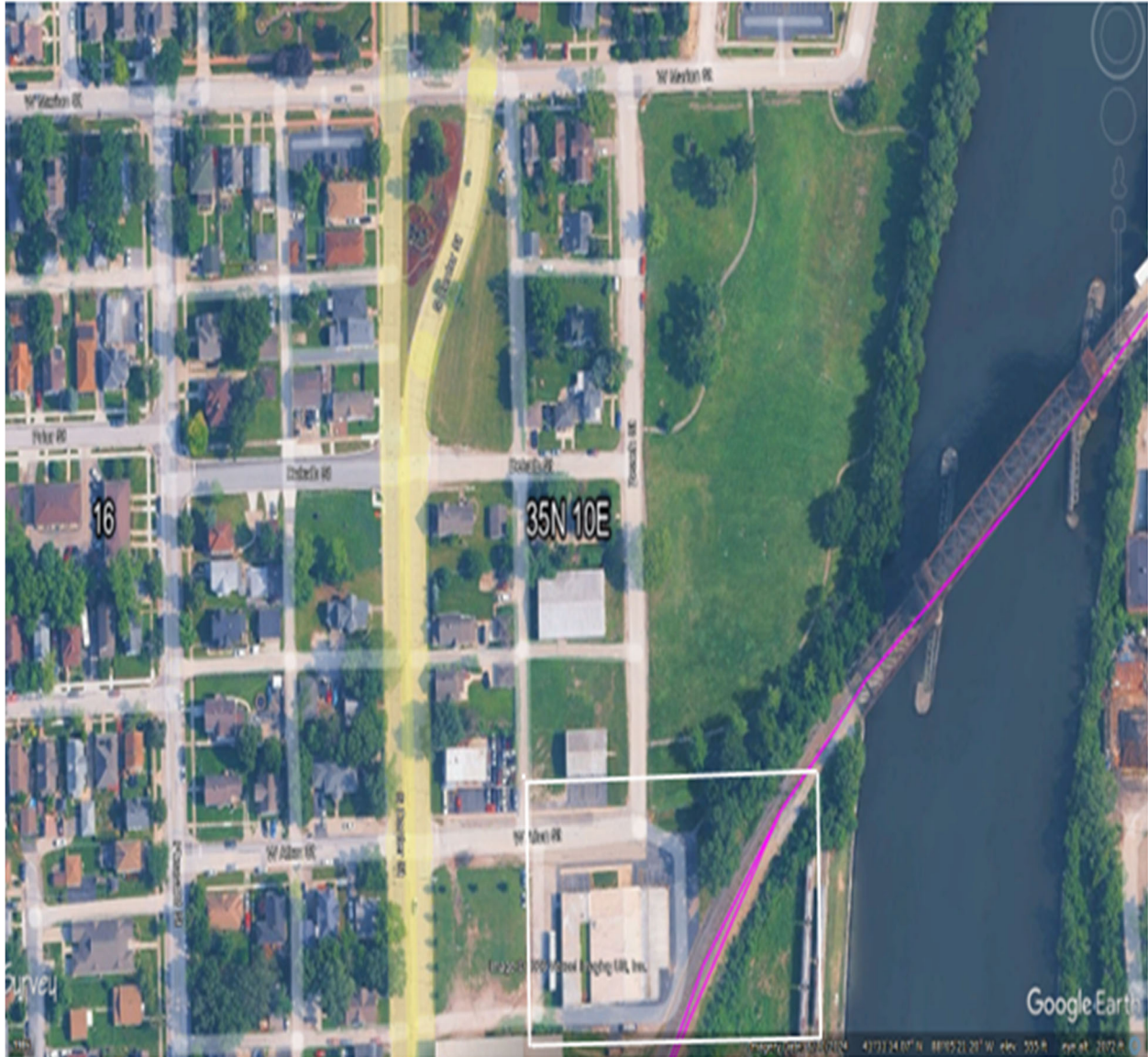


2) A 10 foot wide non-exclusive easement across the former right-of-way of the Chicago, Rock Island & Pacific Railroad Company now evidenced, monumented, occupied, or recorded in the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of Section 16, Township 35 North, Range 10 East of the 3rd Principal Meridian; Centroid Coordinates of LAT./LONG 41.516210, -88.091217. The centerline of this easement being described as intersecting at the east edge of Railroad Street at McDonough Street/Highway 52 on the north side of the street. Then southward, approximately 65 feet to the south side of McDonough Street/Highway 52 in Will County, State of Illinois.



3)A 10 foot wide non-exclusive easement across the former right-of-way of the Chicago, Rock Island & Pacific Railroad Company now evidenced, monumented, occupied, or recorded in the Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) of Section 16, Township 35 North, Range 10 East of the 3rd Principal Meridian; Centroid Coordinates of LAT./LONG 41.519722, -88.089487. The centerline of this easement is being described in or at Mayor Art Schultz Park and West Allen and Wallace Streets.

As depicted from Engineering Drawing BENCHMARK Information





City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 248-26

File ID: 248-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 04/23/2026

Department: Public Utilities

Final Action:

Title: Resolution Accepting an Easement Agreement for the Railroad Street Water Main Improvement Project with Hawkeye Land Company in the Amount of \$40,000.00

Agenda Date: 05/05/2026

Attachments: Resolution, 25-2500 Updated Version Review
Purchase Agreement 04-14-2026 City of Joliet IL V2-8

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2026	Allison Swisher	Approve	4/27/2026
1	2	4/25/2026	Kevin Sing	Approve	4/27/2026
1	3	4/26/2026	Todd Lenzie	Approve	4/30/2026
1	4	5/1/2026	Beth Beatty	Approve	4/29/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9837

Agenda Date: 5/4/2026

CITY OF JOLIET

INTEROFFICE MEMORANDUM

April 20, 2026

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 since last reported at the April 7, 2026, Public Service Meeting:

Hydrant Repairs: Eight fire hydrants have been repaired. There are currently 63 out of service hydrants (0.8% of 8351) and 46 hydrants that are operational but need repairs (0.6% of 8351).

Valve Repairs: Four valves have been reset or repaired.

Water Main Breaks: Nine main water breaks have been repaired. For 2026 there have been a total of 41 water main breaks. For the same period of time, we had 64 main water breaks in 2025, 54 in 2024, 36 in 2023, 95 in 2022, 100 in 2021, 43 in 2020, 113 in 2019, and 105 in 2018.

There was one new contracted service. On March 11th, Camco completed a sanitary sewer point repair that was about 18 feet deep.