City of Joliet

Pre-Council Meeting

Meeting Agenda

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILWOMAN SUZANNA IBARRA (7/1/2025 - 9/30/2025)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN LARRY E. HUG
COUNCILMAN JUAN MORENO
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

City Manager - Beth Beatty
Interim Corporation Counsel - Todd Lenzie
City Clerk - Lauren O'Hara

Monday, September 15, 2025 **5:30 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 AGENDA:

CITIZENS TO BE HEARD ON AGENDA ITEMS:

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

APPOINTMENTS:

Appointment to Zoning Board of Appeals

Attachments: Appointment to Zoning Board of Appeals .docx
Approver Report

COUNCIL COMMITTEE REPORTS:

Diversity & Community Relations

Finance

Land Use & Economic Development

Public Service

CONSENT AGENDA:

Approval of Minutes:

Attachments: Combined City Council Meeting Minutes September 2, 2025.pdf
Approver Report

Invoices to be Paid

Attachments: Invoices 09.16.25.pdf
Approver Report

Award of Contract for the 2025 / 2026 City of Joliet Sidewalk Maintenance Contract to PT Ferro Construction Co. in the Amount of $328,787.76 **484-25**

Attachments: Approver Report

Award of Professional Services Agreement for Phase III Engineering Services for the Farrell Rd over Spring Creek Bridge Improvement Project - MFT Sec. No. 21-00542-00-BR to Hutchison Engineering in the Amount of $110,956.00 **485-25**

Attachments: Approver Report

Approval of Change Order No. 2 for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project - MFT Section No. 24-00562-00-FP to PT Ferro Construction Co. in the Amount of $37,670.00 and Payment Request No. 2 in the Amount of $332,632.21 **486-25**

Attachments: Approver Report

Approval of Change Order No. 3 for Illinois Route 53 at Emerald Drive Intersection Improvements – MFT Section 18-00516-00-CH to PT Ferro Construction Co., a Deduction in the Amount of ($356,896.51) and Payout No. 7 and Final in the Amount of $130,927.59 **487-25**

Attachments: Approver Report

Award of Contract for the Eastside Wastewater Treatment Plant Influent Pump S2 Emergency Repairs to Xylem Water Solutions USA, Inc. in the Amount of $37,709.75 **488-25**

Attachments: Approver Report

Award of Contract for Replacement Parts for the Primary Tanks at the Eastside Wastewater Treatment Plant to Evoqua Water Technologies LLC in the Amount of $439,158.58 **489-25**

Attachments: Approver Report

Award of Professional Services Contract for the Public Utilities SCADA (Supervisory Control and Data Acquisition) System Maintenance to Wunderlich-Malec Environmental in the Amount of $50,000.00 **490-25**

Attachments: 2025 WM SCADA PSA & Proposal
Approver Report

Approval of Purchase of Water Metering Equipment from Core & Main LP in the Amount of $204,700.00 **491-25**

Attachments: Approver Report

Approval of Change Order No. 1 for the Eastside WWTP MCC Replacement and Alternative Water Supply Project JOL0801 - SCADA Project to M J Electric LLC in the Amount of $108,433.02 **492-25**

Attachments: Approver Report

Approval of Change Order No. 2 for the Broadway, Center, and Western Water Main Improvements Project on behalf of PT Ferro Construction Co. for a Deduction in the Amount of ($1,273,767.69) and Pay Estimate No. 12 and Final in the Amount of $923,887.26 **493-25**

Attachments: Approver Report

AGENDA ITEM:

Approval of Property, Liability, Workers Compensation Insurance Renewal **495-25**

Attachments: Joliet Liability Proposal 25-26.pdf
Approver Report

Approval of Group Health, Dental, Vision, and Life Insurance Renewal for Active Employees **496-25**

Attachments: BCBS IL Renewal.docx
Vision Plan.docx
Benefits Summary.docx
Approver Report

Award of Professional Services Contract for the Phase I Engineering Services for the Laraway Road Grade Separation and Roadway Improvement Project (Brandon Road to IL RT 53) - Section No. 24-00570-00-GS to Crawford, Murphy, and Tilly, Inc. in the Amount of $2,869,964.00 **497-25**

Attachments: Approver Report

Award of Contract for the City Square Sculpture to Sijia Chen Studio in an Amount Not to Exceed $197,000. **498-25**

Attachments: Sijia Chen Finalist Proposal
Sijia Chen Initial Proposal
Published RFP - City Square Sculpture
Draft Contract
Arts Commission Meeting Minutes - October 2, 2024
Approver Report

LICENSES AND PERMIT APPLICATIONS:

Resolution to Approve Class "O" Full Outdoor Liquor License Permit at 1401 Gateway Boulevard, Suite 110 – Joliet Boulevard, LLC **500-25**

Attachments: JOLIET-BOULEVARD, LLC - 1401 GATEWAY BOULEVARD - AMENDED LIQUOR HEARING FINDINGS - JUNE 27, 2025.pdf
RESOLUTION TO APPROVE CLASS O FULL OUTDOOR LIQUOR PERMIT - 1401 GATEWAY BOULEVARD - JOLIET BOULEVARD, LLC.pdf
Approver Report

PUBLIC HEARINGS:

All evidence and testimony will be presented under oath. The petitioner will be allowed to present first. After the petitioner is completed, interested parties will be allowed to present evidence and/or cross examine the petitioner. As this hearing is legislative in nature and not administrative, an interested party shall be defined as someone who either owns property within 600 feet of the proposed development site, or a member or official representative of an affected governmental body; the remainder of those who wish to be heard shall be classified as public speakers. Interested parties will present second. Once the interested parties have completed, public speakers will be heard. These individuals are public speakers, so the applicable public speaking rules shall be in effect: Speakers should try to address all comments to the council as a whole and not to any individual member, repetitive comments are discouraged, total comment time for any one person is 4 minutes, no speaker shall engage in a debate or make direct threats or personal attacks or be uncivil or abusive, disruptive behavior by the members of the public will not be tolerated, and the presiding officer may limit irrelevant, immaterial, or inappropriate comments or statements.

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2025 Fiscal Year **502-25**

Attachments: ORD_Budget_Amendment_TIFs.docx
Approver Report

Ordinance Approving a Variation of Use to Allow the Continuation of a Two-Unit Residence, an R-3 (One- and Two-Family Residential) Use, in the R-2 (Single-Family Residential) Zoning District **503-25**

Attachments: Ordinance - Variation of Use ZBA 2025-29 (421 Abe Street).docx
ZBA 2025-29 (421 Abe Street) Staff Report Packet.pdf
Zoning Board of Appeals Minutes 08-21-25.pdf
Approver Report

Ordinance Approving Amendments to the Subdivision Regulations Regarding Final Plats **504-25**

Attachments: Ordinance Amending Sub Regs - Construction Plans.docx
M-2-25 (Subdivision Regulations) Staff Report.pdf
Plan Commission Minutes 08-21-25.pdf
Approver Report

RESOLUTIONS:

Resolution Authorizing the Sale of a Police Dog to the Family of K-9 Officer Daniel Willis **506-25**

Attachments: Resolution
Ady Receipt.jpg
Approver Report

Resolution Authorizing an Intergovernmental Agreement with Joliet Junior College for a Public Safety Institute Feasibility Study **507-25**

Attachments: Resolution
Public Safety Institute - JJC Agreement.docx
Approver Report

Resolution Authorizing a Modification of a Lease Agreement of Union Station at 50 W. Jefferson Street with JBM Golf Properties, LLC **508-25**

Attachments: Resolution
Union_Station_Lease_Mistwood_06AUG2025.docx
Approver Report

Resolution to Adopt the CDBG Consolidated Plan 2025-2029 and Annual Action Plan 2025 as Approved by HUD **509-25**

Attachments: Resolution
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with CASA of River Valley, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $25,000.00 **510-25**

Attachments: Resolution
CASA CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Easterseals, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $120,000.00 **511-25**

Attachments: Resolution
ES CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Latino Economic Development Association, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $150,000.00 **512-25**

Attachments: Resolution
LEDA CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Northern Illinois Food Bank, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $20,000.00 **513-25**

Attachments: Resolution
NIFB CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Prairie State Legal Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $40,000.00 **514-25**

Attachments: Resolution
PSLS CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Spanish Community Center, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $28,384.00 **515-25**

Attachments: Resolution
SCC CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Stepping Stones, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $128,800.00 **516-25**

Attachments: Resolution
SS CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with UCP Center for Disability Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $45,000.00 **517-25**

Attachments: Resolution
UCP CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Will County Center for Community Concerns, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $50,000.00 **518-25**

Attachments: Resolution
WCCCC CDBG Agreement PY25.docx
Approver Report

Resolution Authorizing CDBG Funding and Subrecipient Agreement with Warehouse Workers for Justice, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $27,772.00 **519-25**

Attachments: Resolution
WWFJ CDBG Agreement PY25.docx
Approver Report

Resolution Requesting the Closure of a Portion of State Routes IL 53 Northbound (Scott St.), IL 30 (Jefferson St.) and IL 53 Southbound (Ottawa St.) for Light up the Holidays Parade & Activities **520-25**

Attachments: Resolution
Light Up the Holidays Parade Route Map.pdf
Approver Report

Resolution Requesting the Closure of a Portion of State Route IL 53 (Scott Street) for the Stone and Steel Spooky 5K. **521-25**

Attachments: Resolution
Final 2025 5k Entire Route.pdf
Final 2025 5k route, part 2.pdf
Approver Report

Resolution Appropriating Supplemental Motor Fuel Tax Funds for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project - MFT Section No. 24-00562-00-FP **522-25**

Attachments: Resolution
Approver Report

Resolution Approving an Agreement with the Illinois Department of Transportation for Phase III Construction and Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR **523-25**

Attachments: Resolution
Approver Report

Resolution Appropriating Motor Fuel Tax Funds for Phase III Construction for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR **524-25**

Attachments: Resolution
Approver Report

Resolution Appropriating Motor Fuel Tax Funds for Phase III Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR **525-25**

Attachments: Resolution
Approver Report

Resolution Authorizing Certain Employees for the City of Joliet to Sign Checks, Vouchers and Warrants for the Disbursement of City Funds **526-25**

Attachments: Signor Resolution
Approver Report

Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council **527-25**

Attachments: Resolution
FOPLC CBA 2025-2028.pdf
Approver Report

CITY MANAGER:

PUBLIC COMMENTS:

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

CLOSED SESSION to discuss the following subjects:

PERSONNEL: The appointment, employment, compensation, discipline, performance or dismissal of specific City employees (5 ILCS 5/120/2(c)(1)).

COLLECTIVE BARGAINING: Collective negotiating matters and salary schedules for one or more classes of City employees (5 ILCS 5/120/2(c)(2)).

LAND ACQUISITION or CONVEYANCE: The purchase or lease of real property for the use of the City, including whether a particular parcel should be acquired, or the setting of a price for the sale or lease of property owned by the City (5ILCS 5/120/2(c)(5,6)).

PENDING or THREATENED LITIGATION: A pending legal action against, affecting or on behalf of the City or a similar legal action that is probable or imminent (5 ILCS 5/120/2(c)(11)).

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. Live, online streaming of Regular City Council and Pre-Council meetings is now available at www.joliet.gov. Videos and agenda packets can be accessed by clicking on the Meetings & Agendas link at the center of the home page for "Joliet City Council E-Agenda & Streaming Video." The new page includes archived footage and interactive agendas available for the public to view at their convenience.

Memo

File #:

Agenda Date:9/16/2025

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City of Joliet

Mayor's Office
815-724-3700
tdarcy@joliet.gov

DATE: September 16, 2025

TO: City Council Members

FROM: Mayor Terry D'Arcy

SUBJECT: Appointment to the Zoning Board of Appeals

I am proposing to make the following appointment to the **ZONING BOARD OF APPEALS** at the regularly scheduled September 16, 2025, City Council meeting:

Jane McGrath Schmig
Term Expires: 09/16/2027

cc: Lauren O'Hara

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:
Type: Appointment
Status: Agenda Ready
In Control: City Council Meeting
File Created: 09/11/2025
Department:
Final Action:
Title:

Agenda Date: 09/16/2025

Attachments: Appointment to Zoning Board of Appeals .docx

Entered by: jcontos@joliet.gov

Memo

File #:

Agenda Date:9/16/2025

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Tuesday, September 2, 2025

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILWOMAN SUZANNA IBARRA (7/1/2025 - 9/30/2025)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN LARRY E. HUG
COUNCILMAN JUAN MORENO
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

City Manager - Beth Beatty
Interim Corporation Counsel - Todd Lenzie
City Clerk - Lauren O'Hara

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

INVOCATION:

Pastor Larry Tyler, Second Baptist Church, 156 South Joliet Street, Joliet

PLEDGE TO THE FLAG:

ROLL CALL:

Present: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

ALSO PRESENT: City Manager Beth Beatty and Interim Corporation Counsel Todd Lenzie.

MAYOR:

Proclamation Recognizing Suicide Prevention Month

Attachments: Proclamation Recognizing_ Suicide Awareness Month .pdf
Approver Report

Councilman Pat Mudron read a proclamation recognizing Suicide Prevention Month.

Bev Schwartz thanked the City for presenting the proclamation again this year, and reminded everyone of the importance of raising awareness.

APPROVAL OF AGENDA:

Dustin Anderson, Director of Community Development, gave a brief explanation on why item 455-25 is being postponed.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Suzanna Ibarra, to approve the agenda as written with one change: Postpone Council Memo 455-25: Award of Contract for the City Square Sculpture to Sijia Chen Studio in an Amount Not to Exceed $197,000 to be discussed at a future meeting.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Garland Mays wanted to speak on Council Memo 455-25 but as it was postponed mentioned he was in support of the Unity Dome.

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APPOINTMENTS:

COUNCIL COMMITTEE REPORTS:

Public Assets

Councilwoman Ibarra gave a brief overview of the Public Assets Committee meeting that met August 28, 2025 in the Executive Conference Room.

https://joliet.granicus.com/player/clip/5945?view_id=6&redirect=true

Public Safety

Councilman Clement gave a brief overview of the Public Safety Committee meeting that met September 2, 2025 in Council Chambers.

https://joliet.granicus.com/player/clip/5951?view_id=6&redirect=true

Public Service

Councilman Hug gave a brief overview of the Public Service Committee meeting that met September 2, 2025 in Council Chambers.

https://joliet.granicus.com/player/clip/5948?view_id=6&redirect=true

CONSENT AGENDA:

Approval of Minutes:

Attachments: Pre-Council Meeting Minutes - August 18, 2025.pdf
City Council Meeting Minutes August, 19, 2025.pdf
Approver Report

Invoices to be Paid

Attachments: Invoices 09.02.25.pdf
Approver Report

Award of Contract for the City Square Sculpture to Sijia Chen Studio in an Amount Not to Exceed $197,000. **455-25**

Attachments: City of Joliet RFP # 2802-1124 - Sijia Chen Studio
Sijia Chen Studio Finalist Proposal
Sijia Chen Studio Initial Proposal
RFP for City Square Signature Sculpture
Draft Contract
Arts Commission Meeting Minutes - October 2, 2024
Approver Report

Item was postponed.

Award of Contract for the Route 66 Broadway St. Greenway Improvement Project to PT Ferro Construction Co. in the Amount of $63,065.00 **456-25**

Attachments: Broadway Greenway Bid Tab.pdf
Approver Report

Approval of Payment for the City Hall Exterior Painting Project to Cosgrove Construction Inc. in the Amount of $61,375.00. **457-25**

Attachments: City Hall Exterior Painting Proposals.pdf
Approver Report

Award of Professional Services, Purchase, and Installation of the Joliet Police Department West Substation Generator Replacement Project to Elliott Electric Inc. in the Amount of $63,182.00 **458-25**

Attachments: Joliet Westside PD Generator Proposal.docx
057-25.pdf
City of Joliet West Side PD Generator Replacement.pdf
Approver Report

Award of Professional Services, Purchase, and Installation of the Joliet Area Historical Museum Rooftop Fire Suppression Pipe Replacement to AMS Industries, Inc. in the Amount of $55,500.00 **459-25**

Attachments: Museum Sprinkler Pipe Replacement Proposals.pdf
Approver Report

Approval of the Relocation of Two (2) Tornado Sirens and Purchase of One (1) Tornado Siren from Braniff Communications, Inc. in the Amount of $49,225.00 **460-25**

Attachments: Tornado Siren Quote.pdf
Approver Report

Purchase of Compressor/Purifier and Fill Station for the Joliet Fire Department Station 1 from Breathing Air Systems in the Amount of $48,616.29 **461-25**

Attachments: Breathing Air Systems Quote.pdf
Approver Report

Approval of the Reclassification of a Secretary I Position to Utilities Clerk in the Department of Public Utilities **462-25**

Attachments: Approver Report

Award of Contract for the 2025 Traffic Signal Materials Purchase Order No. 4 to Traffic Control Corp. in the Amount of $222,798.00 **463-25**

Attachments: Approver Report

Approval of Purchase for One (1) Specialized Dive Team Van from Herr Display Vans in the Amount of $208,075.00 **464-25**

Attachments: Approver Report

Approval of Purchase of One (1) Ford Expedition SSV from Ron Tirapelli Ford Inc., in the Amount of $52,782.00 **465-25**

Attachments: Approver Report

Approval of Repair for a Street Sweeper ST111 by Standard Equipment Co. Inc., in the Amount of $34,388.62 **466-25**

Attachments: Approver Report

Approval of Change Order No. 1 for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST to Superior Road Striping, Inc. in the Amount of $7,750.00 and Payment Request No. 4 in the Amount of $7,362.50 **467-25**

Attachments: Approver Report

Consent Agenda Items Approved

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Sherri Reardon, to approve all said Consent Agenda items minus 455-25 which was postponed.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

AGENDA ITEM:

Approval of Change Order No. 1 for the Theodore Street Project 1A Project - MFT Section No. 18-00515-02-WR to Austin Tyler Construction Inc., in the Amount of ($28,888.06) and Payment Request No. 6 and Final in the Amount of $243,573.70 **469-25**

Attachments: Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Cardenas, to approve COUNCIL MEMO #469-25: Approval of Change Order No. 1 for the Theodore Street Project 1A Project - MFT Section No. 18-00515-02-WR to Austin Tyler Construction Inc., in the Amount of ($28,888.06) and Payment Request No. 6 and Final in the Amount of $243,573.70.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Abstain: Councilman Juan Moreno

Approval of Purchase of One (1) E-ONE Cyclone Aerial Apparatus from Fire Service Inc. in an Amount Not to Exceed $2,075,000.00 **470-25**

Attachments: Approver Report

Councilman Hug clarifies that this is out of the 2029 budget but that we are just locking in the price at this time.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #470-25: Approval of Purchase of One (1) E-ONE Cyclone Aerial Apparatus from Fire Service Inc. in an Amount Not to Exceed $2,075,000.00.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Authorization to Fund Draw 13 for Tax Increment Financing District #7 in the Amount of $1,353,970.01 **471-25**

Attachments: RRC TIF Draw 13.pdf
Approver Report

Councilman Hug asked for explanation for the public what this item is for.

Kevin Sing, Director of Finance explained this is to fund public improvements in the Rock Run development, mainly ($1.2 million) on roadways - and it is taken from a TIF.

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Juan Moreno, to approve COUNCIL MEMO #471-25: Authorization to Fund Draw 13 for Tax Increment Financing District #7 in the Amount of $1,353,970.01.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

LICENSES AND PERMIT APPLICATIONS:

Issuance of Class “BG” Liquor License at 1250 Rock Run Crossings Drive - RR Joliet LLC **473-25**

Attachments: RR JOLIET LLC - 1250 ROCK RUN CROSSINGS DRIVE - LIQUOR HEARING FINDINGS.pdf
Approver Report

Councilman Hug asked to confirm that "BG" license is for gaming.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #473-25: Issuance of Class “BG” Liquor License at 1250 Rock Run Crossings Drive - RR Joliet LLC.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Nay: Councilman Larry E. Hug

Issuance of Class "B" Liquor License at 3101 W. Jefferson Street - Uppercrust 3101 LLC **474-25**

Attachments: UPPERCRUST 3101 LLC - 3101 W. JEFFERSON STREET - LIQUOR HEARING FINDINGS.pdf
Approver Report

Councilwoman Reardon confirmed this was a changing of ownership.

Mayor D'Arcy confirmed the name of the location is still going to be Aurelio's.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Cardenas, to approve COUNCIL MEMO #474-25: Issuance of Class "B" Liquor License at 3101 W. Jefferson Street - Uppercrust 3101 LLC.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Issuance of Class "E" Liquor License at 805 Kelly Avenue - El Parche Colombiano Company **475-25**

Attachments: EL PARCHE COLOMBIANO COMPANY- 805 KELLY AVENUE - LIQUOR HEARING FINDINGS.pdf
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Jan Hallums Quillman, to approve COUNCIL MEMO #475-25: Issuance of Class "E" Liquor License at 805 Kelly Avenue - El Parche Colombiano Company.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

PUBLIC HEARINGS:

All evidence and testimony will be presented under oath. The petitioner will be allowed to present first. After the petitioner is completed, interested parties will be allowed to present evidence and/or cross examine the petitioner. As this hearing is legislative in nature and not administrative, an interested party shall be defined as someone who either owns property within 600 feet of the proposed development site, or a member or official representative of an affected governmental body; the remainder of those who wish to be heard shall be classified as public speakers. Interested parties will present second. Once the interested parties have completed, public speakers will be heard. These individuals are public speakers, so the applicable public speaking rules shall be in effect: Speakers should try to address all comments to the council as a whole and not to any individual member, repetitive comments are discouraged, total comment time for any one person is 4 minutes, no speaker shall engage in a debate or make direct threats or personal attacks or be uncivil or abusive, disruptive behavior by the members of the public will not be tolerated, and the presiding officer may limit irrelevant, immaterial, or inappropriate comments or statements.

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2025 Fiscal Year **477-25**

Attachments: Ordinance.docx
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #477-25: Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2025 Fiscal Year. (Ordinance 18784)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Ordinance Amending Section 2-5 of the City of Joliet Code of Ordinances to Prohibit the Unauthorized Use of the City Seal and Emblems **478-25**

Attachments: City Seal Modification Ordinace .docx
Approver Report

Councilwoman Ibarra wanted to thank Todd Lenzie on his expediency on getting this to Council for approval.

Todd Lenzie clarified that municipalities cannot Federally register their mark but they can control through our ordinances.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Juan Moreno, to adopt COUNCIL MEMO #478-25: Ordinance Amending Section 2-5 of the City of Joliet Code of Ordinances to Prohibit the Unauthorized Use of the City Seal and Emblems. (Ordinance 18785)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Ordinance Authorizing an Amendment to the Des Plaines River Valley Enterprise Zone Intergovernmental Agreement **479-25**

Attachments: Ordinance.docx
Exhibits.pdf
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #479-25: Ordinance Authorizing an Amendment to the Des Plaines River Valley Enterprise Zone Intergovernmental Agreement. (Ordinance 18786)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

RESOLUTIONS:

Resolution Accepting a General Operating Support Grant from the Illinois Arts Council for the 2026 Grant Fiscal Year. **481-25**

Attachments: Resolution
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #481-25: Resolution Accepting a General Operating Support Grant from the Illinois Arts Council for the 2026 Grant Fiscal Year. (Resolution 8177)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Resolutions Authorizing Approval of Water Service Agreements for 809 Bronk Road **482-25**

Attachments: Resolution
IGA for water service - Joliet_Shorewood - 8-2025
Resolution for 809 Bronk Road - D. Scott Agreement
Signed Agreement 809 Bronk Rd_Redacted
Approver Report

Councilwoman Reardon commented that the owner was present at the Public Service Committee meeting and expressed his gratitude as he has been without water for 3 months and that she is happy we are able to help him through this resolution.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Sherri Reardon, to adopt COUNCIL MEMO #482-25: Resolutions Authorizing Approval of Water Service Agreements for 809 Bronk Road.

Resolution Authorizing an Intergovernmental Agreement Between the City of Joliet and The Village of Shorewood for Water Service at 809 Bronk Road, Shorewood, Illinois (Resolution 8178)

Resolution Authorizing an Agreement Between the City of Joliet and Daniel Scott for Water Service at 809 Bronk Road, Shorewood, Illinois (Resolution 8179)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Resolution Appropriating Supplemental Motor Fuel Tax Funds for the 2025 Pavement Marking Program – MFT Section No. 25-00571-00-ST **483-25**

Attachments: Resolution
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Juan Moreno, to adopt COUNCIL MEMO #483-25: Resolution Appropriating Supplemental Motor Fuel Tax Funds for the 2025 Pavement Marking Program – MFT Section No. 25-00571-00-ST. (Resolution 8180)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

CITY MANAGER:

The City Manager gave updates on downtown construction, bridge updates - Ruby Street bridge will reopen September 10, the Cass Street bridge will close September 10 until 2026-7 and that IDOT is budgeting 22 million to the repairs, and reminded everyone the 2 hour downtown parking has started and that there will be a two week grace period before citations start getting issued.

Councilwoman Quillman asked if we can get IDOT to paint after they are done with the repairs, Greg Ruddy, Director of Public Works, confirmed this is in the scope of work.

Mayor D'Arcy mentioned that there is a desire for Jefferson to be two ways, we are still waiting on response from IDOT per Greg Ruddy.

PUBLIC COMMENTS:

Diane Matter - thanked the Mayor for coming out to the Love's Truck Stop to discuss the issues with her that day, and that we should continue working to making that area safe for everyone, she thanked Councilwoman Ibarra for all her time and consideration she has given her, and looks forward to continue working with everyone on this.

Kathy Garthus - spoke on how wrong it is that developments are purchased and either do not end up developing or that the homes they build are too expensive. She thinks we need more affordable housing in these developments.

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

MAYOR AND COUNCIL COMMENTS:

Councilwoman Quillman - spoke about her attendance for the Police fundraiser for the Special Olympics held at Texas Roadhouse, and that they did a great job and raised $3,100, please attend next time it is great fun, wish her great-nephew Bryce a Happy 2nd Birthday, thanked all the City of Joliet guys who were out there trimming trees

Councilman Mudron - recognized Joliet Central as the only Joliet high school team to win a game the past weekend, mentioned the Cathedral Area Association event Music on the Porch that was a successful event and that the upcoming weekend they have a wine/home walk event from 12-5, tickets available on their website.

Councilwoman Ibarra - mentioned she was honored to throw out the first pitch at the Slammers games last Saturday and that her family and friends attended, everyone should get tickets for next year because the games are fun, engaging, and affordable, she also thanked Councilman Moreno for attending the Reedwood Neighborhood Council.

Councilman Clement - mentioned he ran into a couple people at Merichka's and spoke about the Unity Dome and the interest and excitement around it, and mentioned to him the US Steel site has a limestone arch that is still available and could potentially be available to the City to be utilized, also spoke about term limits, and that he was sent some information he would like to share with Council to help start a conversation on future term limits.

Councilman Cardenas - invited everyone to celebrate heritage and civic pride at the Mexican Independence Day parade on Saturday, September 13 starting at 1 p.m. and mentioned it is a free family friendly event, and it will take place along the historic Collins Street corridor which has held this celebration for more than 60 years. This year will pay tribute to the remarkable contributions of Joliet Area Mexican Americans who have proudly served their country and community. Grand Marshalls are 101 year old World War II Army veteran, Joe Bellman, Tony Arellano, Vietnam war veteran, Lt. George Hernandez, retired Joliet Police, and Jose Duenez Sr. accepting on behalf of late son, SSG Jose Duenez Jr., Army.

Mayor D'Arcy - spoke about the Parties on the Porch event and mentioned the loopers on their boats, and that he spoke to someone who said he has a blast attending, and that we should try to incorporate the boaters, spoke about the shirts some of them were wearing to promote input via survey from everyone regarding the long term comprehensive plan and Wednesday September 17 there will be a workshop at Joliet West, on Thursday, he, Councilman Cardenas and Councilwoman Quillman stopped by Bicentennial Bluffs to discuss the Choice Neighborhood Planning Grant with that neighborhood as they are in the radius, and mentioned those who came in to speak gave a great update on how it will help, mentioned how he got to see how our Community Cares program worked, how they helped a gentleman who came to see the Mayor with mobility, work and finding a place for him to live.

ADJOURNMENT:

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Larry E. Hug to adjourn.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Juan Moreno, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

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. Live, online streaming of Regular City Council and Pre-Council meetings is now available at www.joliet.gov. Videos and agenda packets can be accessed by clicking on the Meetings & Agendas link at the center of the home page for "Joliet City Council E-Agenda & Streaming Video." The new page includes archived footage and interactive agendas available for the public to view at their convenience.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/10/2024

Department: City Clerk/Business Services

Final Action:

Title:

Agenda Date: 09/16/2025

Attachments: Combined City Council Meeting Minutes September 2, 2025.pdf

Entered by: pames@joliet.gov

Memo

File #:

Agenda Date:9/16/2025

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City of Joliet

VENDOR INVOICE LIST

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VENDOR INVOICE LIST

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16939 ALPHA MEDIA LLC										
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1PTY-4J3V-9GDV		09/16/2025			56.00		09/16/2025	INV	APP	OFFICE

VENDOR INVOICE LIST

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17855 AMERICAN HOIST & MANLIFT INC										
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41230		09/16/2025			930.00		09/16/2025	INV	APP	SERVIC
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VENDOR INVOICE LIST

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13615 ANCHOR MECHANICAL INC										
NW25-0956		09/16/2025			9,406.72		09/16/2025	INV	APP	HVAC R
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13868 APEX INDUSTRIAL AUTOMATION LLC										
1284116		09/16/2025			381.41		09/16/2025	INV	APP	PARTS
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18068 ARBOR TEK LANDSCAPE SERVICES INC										
22006		09/16/2025			1,841.50		09/16/2025	INV	APP	PROFES
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22007		09/16/2025			1,841.50		09/16/2025	INV	APP	SERVIC
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VENDOR INVOICE LIST

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18901 ARNALL GOLDEN GREGORY LLP										
977696		09/16/2025			14,548.50		09/16/2025	INV	APP	SERVIC
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11716 A T & T										
815 z99-0132 883 7		09/16/2025			133.45		09/16/2025	INV	APP	BACKUP
CHECK DATE:										
11591 AUSTIN TYLER CONSTRUCTION INC										
2444-12	25000570	09/16/2025			1,721,238.91		09/16/2025	INV	APP	Chgo S
CHECK DATE:										
11496 B&H TECHNICAL SERVICES INC										
9-24MA25		09/16/2025			135.00		09/16/2025	INV	APP	MAINTE
CHECK DATE:										
9-25MA25		09/16/2025			135.00		09/16/2025	INV	APP	MAINTE
CHECK DATE:										
					270.00					
207 BARRETTS HARDWARE & INDUS										
3260747		09/16/2025			193.28		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
3260755		09/16/2025			31.96		09/16/2025	INV	APP	PARTS/
CHECK DATE:										
					225.24					
7112 BAXTER & WOODMAN INC										
0275532	25000366	09/16/2025			6,001.14		09/16/2025	INV	APP	Pro Sr
CHECK DATE:										
0276199	25000099	09/16/2025			3,972.75		09/16/2025	INV	APP	2025 P

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
270881	25000363	09/16/2025			238,873.16		09/16/2025	INV	APP	PSA 20
CHECK DATE:										
275540	25000363	09/16/2025			2,200.95		09/16/2025	INV	APP	PSA 20
CHECK DATE:										
275610	25000321	09/16/2025			8,213.44		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
276181	25000321	09/16/2025			188,812.98		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
					448,074.42					
10556 BERLAND'S HOUSE OF TOOLS										
25553		09/16/2025			83.47		09/16/2025	INV	APP	MOUNTI
CHECK DATE:										
12948 SENFFNER NICHOLAS										
08082501		09/16/2025			303.00		09/16/2025	INV	APP	WINDOW
CHECK DATE:										
08082599		09/16/2025			250.00		09/16/2025	INV	APP	WINDOW
CHECK DATE:										
081525408		09/16/2025			900.00		09/16/2025	INV	APP	WINDOW
CHECK DATE:										
08182505		09/16/2025			897.00		09/16/2025	INV	APP	WINDOW
CHECK DATE:										
08192500		09/16/2025			1,200.00		09/16/2025	INV	APP	WINDOW
CHECK DATE:										
08192502		09/16/2025			200.00		09/16/2025	INV	APP	WINDOW
CHECK DATE:										
08222500		09/16/2025			710.00		09/16/2025	INV	APP	WINDOW
CHECK DATE:										
					4,460.00					
16215 BOUCHER PRINTING & PROMOTIONAL PRODUCTS										
3260		09/16/2025			560.73		09/16/2025	INV	APP	UNIFOR
CHECK DATE:										
3261		09/16/2025			301.30		09/16/2025	INV	APP	RETHIN
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					862.03					
10116 BOUND TREE MEDICAL										
85875661		09/16/2025			228.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
85887050		09/16/2025			803.72		09/16/2025	INV	APP	AMBULA
CHECK DATE:										
					1,031.72					
18019 BRINK'S, INC										
12956458		09/16/2025			695.96		09/16/2025	INV	APP	07/01/
CHECK DATE:										
12982618		09/16/2025			699.47		09/16/2025	INV	APP	08/01/
CHECK DATE:										
7696895		09/16/2025			37.83		09/16/2025	INV	APP	06/01/
CHECK DATE:										
7849116		09/16/2025			37.84		09/16/2025	INV	APP	07/01/
CHECK DATE:										
					1,471.10					
18331 BRONCO LANDSCAPING LLC										
0000160		09/16/2025			425.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
0000167		09/16/2025			200.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
					625.00					
15057 BURNS & MCDONNELL ENGINEERING CO INC										
147443-16	25000330	09/16/2025			2,932.68		09/16/2025	INV	APP	PSA A
CHECK DATE:										
167126-7REV	25000386	09/16/2025			671,735.49		09/16/2025	INV	APP	PSA Co
CHECK DATE:										
					674,668.17					
18516 CARMAX AUTO SUPERSTORES, INC										
04/2025-06/2025		09/16/2025			44,857.79		09/16/2025	INV	APP	SHARED
CHECK DATE:										
11996 CARUS CORPORATION										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
SLS 10122041	25000026	09/16/2025			2,228.46		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122042	25000025	09/16/2025			7,838.64		09/16/2025	INV	APP	2025 S
CHECK DATE:										
SLS 10122606	25000025	09/16/2025			2,736.00		09/16/2025	INV	APP	2025 S
CHECK DATE:										
SLS 10122607	25000026	09/16/2025			1,409.46		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122792	25000026	09/16/2025			1,383.72		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122793	25000025	09/16/2025			4,674.00		09/16/2025	INV	APP	2025 S
CHECK DATE:										
SLS 10122794	25000026	09/16/2025			807.30		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122795	25000026	09/16/2025			631.02		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122919	25000026	09/16/2025			779.22		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122920	25000026	09/16/2025			1,325.22		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122921	25000025	09/16/2025			3,461.04		09/16/2025	INV	APP	2025 S
CHECK DATE:										
SLS 10122922	25000026	09/16/2025			602.16		09/16/2025	INV	APP	2025 D
CHECK DATE:										
SLS 10122927	25000026	09/16/2025			730.86		09/16/2025	INV	APP	2025 D
CHECK DATE:										
					28,607.10					
11714 CASE LOTS INC										
2672		09/16/2025			506.10		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
3006		09/16/2025			1,268.70		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
3063		09/16/2025			1,122.50		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
3094		09/16/2025			111.80		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					3,009.10					
18601 CAVANAUGH & ASSOCIATES PA										
WE.24.011-13	25000494	09/16/2025			36,000.00		09/16/2025	INV	APP	PSA 20
CHECK DATE:										
7617 CDWG COMPUTER CENTERS										
AF6K43H		09/16/2025			420.05		09/16/2025	INV	APP	WIRELE
CHECK DATE:										
AF6L46Q		09/16/2025			121.00		09/16/2025	INV	APP	HEADSE
CHECK DATE:										
AF74N4M		09/16/2025			5,811.91		09/16/2025	INV	APP	MICROS
CHECK DATE:										
					6,352.96					
440 CHICAGO COMMUNICATIONS LLC										
363651		09/16/2025			1,892.00		09/16/2025	INV	APP	RADIO
CHECK DATE:										
363710		09/16/2025			127.96		09/16/2025	INV	APP	RADIO
CHECK DATE:										
					2,019.96					
13667 CINTAS CORPORATION NO 2 UNIFORMS										
4239469184		09/16/2025			58.89		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
4240939985		09/16/2025			187.44		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
4240951001		09/16/2025			58.89		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
4241354740		09/16/2025			315.21		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
4241685719		09/16/2025			187.44		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
4242164238		09/16/2025			315.21		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
4242374627		09/16/2025			58.89		09/16/2025	INV	APP	REPAIR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,181.97					
13383 CINTAS FIRE PROTECTION										
0F94759302		09/16/2025			130.38		09/16/2025	INV	APP	FIRE E
CHECK DATE:										
0F94759383		09/16/2025			1,550.84		09/16/2025	INV	APP	STA 1
CHECK DATE:										
0F94761256		09/16/2025			1,648.25		09/16/2025	INV	APP	LIFE S
CHECK DATE:										
0F94762552		09/16/2025			134.02		09/16/2025	INV	APP	PARTS
CHECK DATE:										
0F94762821		09/16/2025			1,343.06		09/16/2025	INV	APP	INSPEC
CHECK DATE:										
					4,806.55					
11432 CIT GROUP INC										
111P578148		09/16/2025			2,450.80		09/16/2025	INV	APP	PARTS
CHECK DATE:										
111P578344		09/16/2025			1,113.88		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					3,564.68					
14112 CLS BACKGROUND INVESTIGATIONS										
13902-B		09/16/2025			194.85		09/16/2025	INV	APP	CONTRA
CHECK DATE:										
13983-A		09/16/2025			66.75		09/16/2025	INV	APP	THOMAS
CHECK DATE:										
14205		09/16/2025			252.00		09/16/2025	INV	APP	BACKGR
CHECK DATE:										
					513.60					
17094 COEO SOLUTIONS LLC										
1144929		09/16/2025			3,027.38		09/16/2025	INV	APP	INTERN
CHECK DATE:										
18721 FERGUSON ENTERPRISES LLC										
0577284		09/16/2025			56.28		09/16/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18600 COMPCOREPRO LLC										
2947		09/16/2025			2,000.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
18890 COMPRESSED AIR ADVISORS ONLINE INC										
1410		09/16/2025			1,529.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1416		09/16/2025			207.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1419		09/16/2025			5,496.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1421		09/16/2025			2,534.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					9,766.00					
13860 COPS TESTING SERVICE INC										
1764		09/16/2025			1,000.00		09/16/2025	INV	APP	EMPLOY
CHECK DATE:										
1768		09/16/2025			500.00		09/16/2025	INV	APP	EMPLOY
CHECK DATE:										
1771		09/16/2025			350.00		09/16/2025	INV	APP	EMPLOY
CHECK DATE:										
					1,850.00					
15872 CORE & MAIN LP										
W904518	25000434	09/16/2025			4,350.00		09/16/2025	INV	APP	Water
CHECK DATE:										
X265001	25000705	09/16/2025			49,920.00		09/16/2025	INV	APP	Purcha
CHECK DATE:										
X365799		09/16/2025			24,358.00		09/16/2025	INV	APP	METER
CHECK DATE:										
X365802		09/16/2025			24,358.00		09/16/2025	INV	APP	METER
CHECK DATE:										
X400400	25000705	09/16/2025			533,250.00		09/16/2025	INV	APP	Purcha
CHECK DATE:										
X564432	25000705	09/16/2025			8,288.00		09/16/2025	INV	APP	Purcha
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
X602783		09/16/2025			24,660.00		09/16/2025	INV	APP	METER
CHECK DATE:										
					669,184.00					
558 CORNERSTONE SERVICES, INC										
27CORNERSTONE		09/16/2025			472.74		09/16/2025	INV	APP	CONTRA
CHECK DATE:										
28CORNERSTONE		09/16/2025			5,772.00		09/16/2025	INV	APP	CONTRA
CHECK DATE:										
					6,244.74					
15588 COSGROVE CONSTRUCTION INC										
106376		09/16/2025			3,500.00		09/16/2025	INV	APP	LABOR
CHECK DATE:										
11445 COTG CHICAGO OFFICE TECHNOLOGY GROUP										
IN6054570	25000535	09/16/2025			600.81		09/16/2025	INV	APP	MANAGE
CHECK DATE:										
IN6064082	25000535	09/16/2025			6,552.05		09/16/2025	INV	APP	MANAGE
CHECK DATE:										
					7,152.86					
576 CRESCENT ELECTRIC SUPPLY										
S513454965.001		09/16/2025			439.98		09/16/2025	INV	APP	TOOLS
CHECK DATE:										
S513495052.001		09/16/2025			194.21		09/16/2025	INV	APP	PARTS
CHECK DATE:										
S513519752.001		09/16/2025			2.21		09/16/2025	INV	APP	PARTS
CHECK DATE:										
S513522154.001		09/16/2025			118.32		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					754.72					
17065 CULPEPPERS LAWN WORKS										
526		09/16/2025			150.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
599 D CONSTRUCTION INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
5073	25000674	09/16/2025			188.50		09/16/2025	INV	APP	STREET
CHECK DATE:										
5083	25000674	09/16/2025			762.45		09/16/2025	INV	APP	STREET
CHECK DATE:										
					950.95					
18589 D'ARCY HYUNDAI										
04/2025-06/2025		09/16/2025			181,019.56		09/16/2025	INV	APP	SHARED
CHECK DATE:										
18602 JACOBS ASSOCIATES										
2365960005	25000339	09/16/2025			6,961.27		09/16/2025	INV	APP	Des Pl
CHECK DATE:										
18030 DISTINCT VISUAL SOLUTIONS										
773		09/16/2025			460.00		09/16/2025	INV	APP	POLOS
CHECK DATE:										
12431 DONOHUE & ASSOCIATES INC										
14163-17	25000324	09/16/2025			6,925.00		09/16/2025	INV	APP	PSA 20
CHECK DATE:										
16144 B AND J BAKING										
000235		09/16/2025			126.69		09/16/2025	INV	APP	DONUTS
CHECK DATE:										
11949 DRYDON EQUIPMENT INC										
000373155		09/16/2025			7,279.59		09/16/2025	INV	APP	PARTS
CHECK DATE:										
13406 DUFFIELD CONSULTING ENGINEERS LTD										
634		09/16/2025			4,790.88		09/16/2025	INV	APP	PROFES
CHECK DATE:										
13643 EJ USA INC										
110250060663	25000757	09/16/2025			19,127.99		09/16/2025	INV	APP	Purcha
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
15389 ELEMENT GRAPHICS & DESIGN INC										
31202	25000624	09/16/2025			839.63		09/16/2025	INV	APP	graphi
CHECK DATE:										
31222	25000624	09/16/2025			839.63		09/16/2025	INV	APP	graphi
CHECK DATE:										
					1,679.26					
7582 ELLIOTT ELECTRIC INC										
31778		09/16/2025			3,000.00		09/16/2025	INV	APP	INSTAL
CHECK DATE:										
31787		09/16/2025			963.00		09/16/2025	INV	APP	ELECTR
CHECK DATE:										
31788		09/16/2025			841.00		09/16/2025	INV	APP	CITY H
CHECK DATE:										
					4,804.00					
13417 ENECON CORPORATION										
P/E-37232		09/16/2025			805.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
16775 ENGINEERING ENTERPRISES INC										
84464	25000275	09/16/2025			1,555.50		09/16/2025	INV	APP	PSA Ri
CHECK DATE:										
17279 EXQUISITE CARPET CLEANING										
10209		09/16/2025			2,832.50		09/16/2025	INV	APP	CARPET
CHECK DATE:										
18960 EZ STAK LLC										
90080	25000847	09/16/2025			42,622.08		09/16/2025	INV	APP	MOBILE
CHECK DATE:										
785 FAST PRINTING OF JOLIET, INC										
98296		09/16/2025			816.98		09/16/2025	INV	APP	PRINTI
CHECK DATE:										
98347		09/16/2025			212.59		09/16/2025	INV	APP	COMP P

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
98362		09/16/2025			422.59		09/16/2025	INV	APP	COMP P
CHECK DATE:										
					1,452.16					
786 FASTENAL COMPANY										
ILJOL231593		09/16/2025			826.90		09/16/2025	INV	APP	SIGN S
CHECK DATE:										
12460 FIRE SERVICE, INC.										
57748		09/16/2025			4,545.55		09/16/2025	INV	APP	PARTS
CHECK DATE:										
IL-21642		09/16/2025			120.93		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					4,666.48					
18323 LOCALITY MEDIA INC										
5844		09/16/2025			4,160.00		09/16/2025	INV	APP	SCHEDU
CHECK DATE:										
4623 FLEET SAFETY SUPPLY										
85531		09/16/2025			641.69		09/16/2025	INV	APP	PARTS
CHECK DATE:										
85544		09/16/2025			729.10		09/16/2025	INV	APP	PARTS
CHECK DATE:										
85558		09/16/2025			5,049.49		09/16/2025	INV	APP	PARTS
CHECK DATE:										
85559		09/16/2025			3,675.68		09/16/2025	INV	APP	PARTS
CHECK DATE:										
85560		09/16/2025			9,046.83		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					19,142.79					
13348 FLEXIBLE BENEFIT SERVICE CORP										
136557413516		09/16/2025			462.90		09/16/2025	INV	APP	FLEXIB
CHECK DATE:										
3950 FORT DEARBORN LIFE INSURANCE										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
08/2025		09/16/2025			21,369.04		09/16/2025	INV	APP	INSURA
CHECK DATE:										
AUGUST 2025		09/16/2025			100.00		09/16/2025	INV	APP	INSURA
CHECK DATE:										
					21,469.04					
10005 FREEDOM FIRST AID & SAFETY										
54831		09/16/2025			91.25		09/16/2025	INV	APP	PARTS
CHECK DATE:										
54832		09/16/2025			64.80		09/16/2025	INV	APP	WEST S
CHECK DATE:										
55154		09/16/2025			264.80		09/16/2025	INV	APP	MEDS
CHECK DATE:										
55171		09/16/2025			93.90		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
55179		09/16/2025			95.15		09/16/2025	INV	APP	FIRST
CHECK DATE:										
					609.90					
5297 GALLAGHER BASSETT SERVICES INC										
INV-00668532		09/16/2025			36,405.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
900 GASVODA & ASSOC INC										
INV25SVC0666		09/16/2025			695.50		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
17960 GOVERNMENT CONSULTING SOLUTIONS, INC										
7014		09/16/2025			6,000.00		09/16/2025	INV	APP	CONSUL
CHECK DATE:										
12403 GRAINGER										
9601058309		09/16/2025			66.65		09/16/2025	INV	APP	PARTS
CHECK DATE:										
9605329128		09/16/2025			29.50		09/16/2025	INV	APP	WIRE S
CHECK DATE:										
9605731919		09/16/2025			118.04		09/16/2025	INV	APP	BOLTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
9606178086		09/16/2025			174.05		09/16/2025	INV	APP	WIRE S
CHECK DATE:										
9606906445		09/16/2025			373.20		09/16/2025	INV	APP	POWER
CHECK DATE:										
9609543252		09/16/2025			26.48		09/16/2025	INV	APP	OFFICE
CHECK DATE:										
9611419640		09/16/2025			327.84		09/16/2025	INV	APP	CFOLD
CHECK DATE:										
9612500208		09/16/2025			455.85		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
9612827684		09/16/2025			192.50		09/16/2025	INV	APP	CEILIN
CHECK DATE:										
9615918589		09/16/2025			6,602.00		09/16/2025	INV	APP	DEHUMI
CHECK DATE:										
9616424025		09/16/2025			652.26		09/16/2025	INV	APP	POLISH
CHECK DATE:										
9616874401		09/16/2025			634.62		09/16/2025	INV	APP	TOOLS
CHECK DATE:										
9621546101		09/16/2025			290.33		09/16/2025	INV	APP	HUAL R
CHECK DATE:										
9623462216		09/16/2025			348.04		09/16/2025	INV	APP	BULBS
CHECK DATE:										
9624310554		09/16/2025			163.96		09/16/2025	INV	APP	PARTS
CHECK DATE:										
9625249447		09/16/2025			62.74		09/16/2025	INV	APP	PARTS
CHECK DATE:										
9626794904		09/16/2025			7.06		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					10,525.12					
18521 GREAT LAKES URBAN FORESTRY INC										
1494	25000583	09/16/2025			32,276.00		09/16/2025	INV	APP	Tree I
CHECK DATE:										
14295 GREAT PYRENEES TECHNOLOGY LLC										
2025-0021	25000274	09/16/2025			1,215.00		09/16/2025	INV	APP	PSA fo

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
2025-0022	25000274	09/16/2025			947.50		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
					2,162.50					
15146 WEST JEFF AUTO SALES LLC										
473749J		09/16/2025			17.71		09/16/2025	INV	APP	PARTS
CHECK DATE:										
JULY 2025		09/16/2025			26,937.39		09/16/2025	INV	APP	SHARED
CHECK DATE:										
JUNE 2025		09/16/2025			31,105.78		09/16/2025	INV	APP	SHARED
CHECK DATE:										
					58,060.88					
18650 HAWKINS BROADCASTING COMPANY										
082225COJ		09/16/2025			500.00		09/16/2025	INV	APP	LABOR
CHECK DATE:										
11860 HAWKINS INC										
7165030		09/16/2025			531.28		09/16/2025	INV	APP	PARTS
CHECK DATE:										
7173244		09/16/2025			238.88		09/16/2025	INV	APP	AQUA H
CHECK DATE:										
7173245		09/16/2025			238.88		09/16/2025	INV	APP	AQUA H
CHECK DATE:										
7173935	25000023	09/16/2025			2,172.50		09/16/2025	INV	APP	2025 M
CHECK DATE:										
7173936	25000023	09/16/2025			2,844.00		09/16/2025	INV	APP	2025 M
CHECK DATE:										
7174207	25000023	09/16/2025			1,817.00		09/16/2025	INV	APP	2025 M
CHECK DATE:										
7174208	25000023	09/16/2025			2,844.00		09/16/2025	INV	APP	2025 M
CHECK DATE:										
7174209	25000023	09/16/2025			3,594.50		09/16/2025	INV	APP	2025 M
CHECK DATE:										
7175443	25000024	09/16/2025			9,102.33		09/16/2025	INV	APP	2025 B
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					23,383.37					
14173 HEARTLAND BUSINESS SYSTEMS LLC										
821491-H		09/16/2025			1,267.80		09/16/2025	INV	APP	HARDWA
CHECK DATE:										
15357 HERVAS CONDON BERSANI PC										
MAY 2025		09/16/2025			25,384.25		09/16/2025	INV	APP	MAY 20
CHECK DATE:										
2665 TRAFFIC CONTROL & PROTECTION LLC										
15590		09/16/2025			8,223.00		09/16/2025	INV	APP	MISC
CHECK DATE:										
13279 HILTI INC										
4624674414		09/16/2025			1,634.41		09/16/2025	INV	APP	MISC
CHECK DATE:										
18997 HOMERDING FAMILY FARMS LLC										
CM#424-25		09/16/2025			57,000.00		09/16/2025	INV	APP	AGREEM
CHECK DATE:										
18660 HYPOINT SOLUTIONS LLC										
2025111		09/16/2025			3,500.00		09/16/2025	INV	APP	LEASE
CHECK DATE:										
3902 ILL STATE POLICE										
20250706188		09/16/2025			227.25		09/16/2025	INV	APP	COST C
CHECK DATE:										
1262 INTERSTATE BATTERIES INC										
50926440		09/16/2025			1,607.18		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
17381 INTERSTATE POWER SYSTEMS INC										
C042080407:01		09/16/2025			2,956.68		09/16/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
R042053212:01		09/16/2025			561.00		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
					3,517.68					
15291 J J KELLER & ASSOCIATES INC										
9110206655		09/16/2025			4,165.00		09/16/2025	INV	APP	CONSUL
CHECK DATE:										
9110413432		09/16/2025			4,529.44		09/16/2025	INV	APP	CONSUL
CHECK DATE:										
					8,694.44					
1339 JCM UNIFORMS										
812444		09/16/2025			6,245.00		09/16/2025	INV	APP	TIE BA
CHECK DATE:										
812742		09/16/2025			626.50		09/16/2025	INV	APP	BLACKB
CHECK DATE:										
812822		09/16/2025			330.00		09/16/2025	INV	APP	HONOR
CHECK DATE:										
812829		09/16/2025			664.50		09/16/2025	INV	APP	CHRIST
CHECK DATE:										
812868		09/16/2025			105.90		09/16/2025	INV	APP	UNIFOR
CHECK DATE:										
812873		09/16/2025			661.63		09/16/2025	INV	APP	FARRA
CHECK DATE:										
813516		09/16/2025			648.50		09/16/2025	INV	APP	FRANKO
CHECK DATE:										
813621		09/16/2025			966.00		09/16/2025	INV	APP	MAFFEO
CHECK DATE:										
813759		09/16/2025			170.90		09/16/2025	INV	APP	A MALD
CHECK DATE:										
813968		09/16/2025			64.00		09/16/2025	INV	APP	CROMBI
CHECK DATE:										
814080		09/16/2025			159.90		09/16/2025	INV	APP	UNIFOR
CHECK DATE:										
814158		09/16/2025			305.00		09/16/2025	INV	APP	UNIFOR
CHECK DATE:										
814590		09/16/2025			594.00		09/16/2025	INV	APP	DRESS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
814714		09/16/2025			8.95		09/16/2025	INV	APP	POLICE
CHECK DATE:										
					11,550.78					
13452 JOLIET ASPHALT LLC										
21-S5889	25000675	09/16/2025			1,254.40		09/16/2025	INV	APP	WATER-
CHECK DATE:										
21-S5901	25000675	09/16/2025			1,256.50		09/16/2025	INV	APP	WATER-
CHECK DATE:										
21-S5921	25000675	09/16/2025			833.00		09/16/2025	INV	APP	WATER-
CHECK DATE:										
21-S5938	25000675	09/16/2025			701.40		09/16/2025	INV	APP	WATER-
CHECK DATE:										
					4,045.30					
5472 JOLIET CITY CENTER PARTNERSHIP										
SSA OPERATING EXP		09/16/2025			101,374.64		09/16/2025	INV	APP	SSA OP
CHECK DATE:										
1359 JOLIET PUBLIC LIBRARY										
09012025		09/16/2025			5,574.40		09/16/2025	INV	APP	PAYROL
CHECK DATE:										
1361 JOLIET REGION CHAMBER OF COMMERCE										
120197		09/16/2025			3,066.66		09/16/2025	INV	APP	MEMBER
CHECK DATE:										
14038 JUDE R VICKERY										
20297		09/16/2025			650.00		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
14306 KANKAKEE TRUCK EQUIPMENT INC										
180515		09/16/2025			4,819.64		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
18837 KASPER & NOTTAGE P.C.										
90125		09/16/2025			7,000.00		09/16/2025	INV	APP	SERVIC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
6441 KENDALL COUNTY RECORDER										
4023937		09/16/2025			57.00		09/16/2025	INV	APP	ORDINA
CHECK DATE:										
9312 KIMBALL MIDWEST										
103657578		09/16/2025			636.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103659362		09/16/2025			274.70		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103659496		09/16/2025			494.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103659725		09/16/2025			884.45		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103672193		09/16/2025			218.65		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103682353		09/16/2025			936.19		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103705658		09/16/2025			141.87		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103705672		09/16/2025			999.01		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
103714777		09/16/2025			135.96		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					4,720.83					
1450 KNIGHT SECURITY ALARMS, INC										
260025		09/16/2025			25.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
2607 LABOR RECORD, THE										
72032		09/16/2025			36.30		09/16/2025	INV	APP	LEGAL
CHECK DATE:										
1541 LAI & ASSOCIATES INC										
25-62556		09/16/2025			4,275.67		09/16/2025	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
18828 LAMAR JOHNSON COLLABORATIVE INC, THE										
25014727	25000504	09/16/2025			47,263.69		09/16/2025	INV	APP	Profes
CHECK DATE:										
18557 LANER MUCHIN LTD										
701136-701142		09/16/2025			14,700.00		09/16/2025	INV	APP	JULY 2
CHECK DATE:										
17995 LEA AID ACQUISITION COMPANY										
1236		09/16/2025			245.00		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
16992 LEADSONLINE LLC										
S-16272		09/16/2025			2,487.76		09/16/2025	INV	APP	4 LICE
CHECK DATE:										
17957 LAW ENFORCEMENT RISK MANAGEMENT GROUP INC										
4981		09/16/2025			18,500.00		09/16/2025	INV	APP	RETAIN
CHECK DATE:										
999582 LEGAL CLAIM-VEHICLE										
25 A 46		09/16/2025			180.63		09/16/2025	INV	APP	VEHICL
CHECK DATE:						PAYEE: DEANNA MATTHEWS				
999754 LEGAL CLAIMS-MAIL BOX DAMAGE										
25 A 45		09/16/2025			1,375.00		09/16/2025	INV	APP	PROPER
CHECK DATE:						PAYEE: LAKEWOOD REDEVELOPMENT LLC				
18101 LENOVO (UNITED STATES) INC										
6473648489	25000769	09/16/2025			5,582.10		09/16/2025	INV	APP	PC Lif
CHECK DATE:										
18780 LENOVO GLOBAL TECH										
6800830314	25000500	09/16/2025			4,374.65		09/16/2025	INV	APP	TruSca
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
10407 LEXIS NEXIS RISK DATA MGMT INC										
1300172347		09/16/2025			1,030.00		09/16/2025	INV	APP	MONTHL
CHECK DATE:										
16876 LIFE-ASSIST INC										
1626745		09/16/2025			945.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
15847 LINDA S PIECZYNSKI ATTORNEY AT LAW P C										
338		09/16/2025			74.00		09/16/2025	INV	APP	RENEWA
CHECK DATE:										
18061 LINDENMEYR MUNROE										
2025001626716		09/16/2025			2,249.09		09/16/2025	INV	APP	PAPER
CHECK DATE:										
16865 LINEBARGER GOGGAN BLAIR AND SAMPSON LLP										
APRIL 2025		09/16/2025			685.79		09/16/2025	INV	APP	COMPLI
CHECK DATE:										
APRIL 2025 PKG		09/16/2025			2,445.65		09/16/2025	INV	APP	PARKIN
CHECK DATE:										
JULY 2025		09/16/2025			590.64		09/16/2025	INV	APP	COMPLI
CHECK DATE:										
JULY 2025-1		09/16/2025			2,988.30		09/16/2025	INV	APP	PARKIN
CHECK DATE:										
JUNE 2025		09/16/2025			569.43		09/16/2025	INV	APP	COMPLI
CHECK DATE:										
JUNE 2025 PKG		09/16/2025			2,906.44		09/16/2025	INV	APP	PARKIN
CHECK DATE:										
MAY 2025		09/16/2025			803.26		09/16/2025	INV	APP	COMPLI
CHECK DATE:										
MAY 2025 PKG		09/16/2025			4,113.69		09/16/2025	INV	APP	PARKIN
CHECK DATE:										
					15,103.20					
19012 MARSH & MCLENNAN AGENCY, LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
22144		09/16/2025			20,900.00		09/16/2025	INV	APP	CONSUL
CHECK DATE:										
1679 MC MASTER-CARR SUPPLY CO										
50592015		09/16/2025			130.37		09/16/2025	INV	APP	PARTS
CHECK DATE:										
5651 MCCANN INDUSTRIES,INC										
W20931		09/16/2025			7,226.46		09/16/2025	INV	APP	PARTS
CHECK DATE:										
15022 MCCORKLE LITIGATION INC										
891068		09/16/2025			267.40		09/16/2025	INV	APP	TRANSC
CHECK DATE:										
13281 MEDWORKS-JOLIET										
423474		09/16/2025			130.00		09/16/2025	INV	APP	EMPLOY
CHECK DATE:										
13563 MENARDS-CRESTHILL										
92811		09/16/2025			149.97		09/16/2025	INV	APP	CITY M
CHECK DATE:										
93282		09/16/2025			23.53		09/16/2025	INV	APP	SHOP S
CHECK DATE:										
					173.50					
1704 MENARDS-JOLIET										
08100		09/16/2025			539.60		09/16/2025	INV	APP	CITY M
CHECK DATE:										
6824		09/16/2025			316.74		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
7397		09/16/2025			58.59		09/16/2025	INV	APP	PEEP H
CHECK DATE:										
7512		09/16/2025			11.97		09/16/2025	INV	APP	SMALL
CHECK DATE:										
7786		09/16/2025			116.04		09/16/2025	INV	APP	TOOLS/
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
7830		09/16/2025			34.99		09/16/2025	INV	APP	RAIN G
CHECK DATE:										
7831		09/16/2025			34.99		09/16/2025	INV	APP	RAIN G
CHECK DATE:										
7864-A		09/16/2025			195.37		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
7871	25000020	09/16/2025			131.31		09/16/2025	INV	APP	2025 B
CHECK DATE:										
7952		09/16/2025			134.96		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
8014		09/16/2025			413.50		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
8016		09/16/2025			67.62		09/16/2025	INV	APP	50:1 P
CHECK DATE:										
8032	25000020	09/16/2025			28.95		09/16/2025	INV	APP	2025 B
CHECK DATE:										
8065		09/16/2025			237.40		09/16/2025	INV	APP	SHOP S
CHECK DATE:										
8080		09/16/2025			671.36		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
8093		09/16/2025			143.98		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
8253		09/16/2025			44.26		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
8843		09/16/2025			121.91		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					3,303.54					
18505 METAL SUPERMARKETS VILLA PARK										
1001448		09/16/2025			611.09		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1713 METROPOLITAN INDUSTRIES										
INV076137		09/16/2025			1,416.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
INV076138		09/16/2025			7,443.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
INV076140		09/16/2025			1,589.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
INV076322		09/16/2025			413.88		09/16/2025	INV	APP	PARTS
CHECK DATE:										
INV076366		09/16/2025			1,040.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
INV076616		09/16/2025			355.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					12,256.88					
13882 MIDWEST OFFICE INTERIORS										
266687	25000728	09/16/2025			20,305.95		09/16/2025	INV	APP	FURNIT
CHECK DATE:										
266688		09/16/2025			1,064.53		09/16/2025	INV	APP	FURNIT
CHECK DATE:										
266689	25000791	09/16/2025			23,436.83		09/16/2025	INV	APP	FURNIT
CHECK DATE:										
266690	25000791	09/16/2025			23,744.12		09/16/2025	INV	APP	FURNIT
CHECK DATE:										
					68,551.43					
14244 MIDWEST SEPTIC AND DRAIN INC										
15694		09/16/2025			375.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
15143 MINUTEMAN PRESS OF JOLIET										
35565		09/16/2025			498.62		09/16/2025	INV	APP	DOORHA
CHECK DATE:										
1336 NAPA GENUINE PARTS										
871874		09/16/2025			57.36		09/16/2025	INV	APP	PARTS
CHECK DATE:										
871894		09/16/2025			347.19		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872129		09/16/2025			11.35		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872143		09/16/2025			58.08		09/16/2025	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
872264		09/16/2025			114.10		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872270		09/16/2025			140.70		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872312		09/16/2025			140.78		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872351		09/16/2025			55.04		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872417		09/16/2025			35.44		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872442		09/16/2025			10.18		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872617		09/16/2025			9.12		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872713		09/16/2025			329.97		09/16/2025	INV	APP	PARTS
CHECK DATE:										
872733		09/16/2025			58.36		09/16/2025	INV	APP	PARTS
CHECK DATE:										
873036		09/16/2025			262.02		09/16/2025	INV	APP	PARTS
CHECK DATE:										
873044		09/16/2025			16.35		09/16/2025	INV	APP	PARTS
CHECK DATE:										
873174		09/16/2025			123.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					1,769.04					
1892 NORTHEAST MULTI-REGIONAL										
385745		09/16/2025			525.00		09/16/2025	INV	APP	REGIST
CHECK DATE:										
1902 NORWALK TANK CO										
199802		09/16/2025			556.00		09/16/2025	INV	APP	MATERI
CHECK DATE:										
18926 OCTOBER SOCIAL MEDIA LLC										
7567		09/16/2025			750.00		09/16/2025	INV	APP	SOCIAL

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
17993 ODP BUSINESS SOLUTIONS LLC										
432021386001		09/16/2025			10.16		09/16/2025	INV	APP	OFFICE
CHECK DATE:										
432255368001		09/16/2025			29.99		09/16/2025	INV	APP	OFFICE
CHECK DATE:										
433225145001		09/16/2025			48.45		09/16/2025	INV	APP	OFFICE
CHECK DATE:										
437059342001		09/16/2025			78.06		09/16/2025	INV	APP	OFFICE
CHECK DATE:										
					166.66					
1918 OESTREICH SERV CO, INC										
245463		09/16/2025			147.30		09/16/2025	INV	APP	LOCKSM
CHECK DATE:										
13189 OMEGA PLUMBING INC										
10108333		09/16/2025			1,140.00		09/16/2025	INV	APP	PLUMBI
CHECK DATE:										
10108369		09/16/2025			360.00		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
10108529		09/16/2025			89.00		09/16/2025	INV	APP	PLUMBI
CHECK DATE:										
					1,589.00					
18357 ORBIS SOLUTIONS INC										
5578467		09/16/2025			3,598.99		09/16/2025	INV	APP	CABINE
CHECK DATE:										
15687 OREILLY AUTO PARTS										
3400-465861		09/16/2025			95.49		09/16/2025	INV	APP	PARTS
CHECK DATE:										
6763-102076		09/16/2025			385.88		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					481.37					
18392 OTTAWA BUSINESS CENTER LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2024 TIF REBATE		09/16/2025			35,554.89		09/16/2025	INV	APP	INCENT
CHECK DATE:										
1943 OXBO MUFFLER AND BRAKES										
7460		09/16/2025			280.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
7465		09/16/2025			280.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					560.00					
15974 PACE ANALYTICAL SERVICES, LLC										
257223840	25000019	09/16/2025			1,080.00		09/16/2025	INV	APP	2025 R
CHECK DATE:										
13867 PARAMONT EO INC										
S701521199.001		09/16/2025			5,740.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
S701521472.002		09/16/2025			354.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					6,094.00					
13978 PARTNERS AND PAWS VET SERVICES LLC										
154253		09/16/2025			791.01		09/16/2025	INV	APP	K-9
CHECK DATE:										
2001 PETER PERELLA & COMPANY										
48261		09/16/2025			500.00		09/16/2025	INV	APP	WELDIN
CHECK DATE:										
48284		09/16/2025			2,400.00		09/16/2025	INV	APP	FABRIC
CHECK DATE:										
					2,900.00					
13642 FERGUSON ENTERPRISES LLC										
0292869		09/16/2025			7,198.01		09/16/2025	INV	APP	PARTS
CHECK DATE:										
7740 POMP'S TIRE SERVICE INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
411167675		09/16/2025			550.48		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
411181368		09/16/2025			239.30		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
690149595		09/16/2025			90.90		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					880.68					
18681 PRESERVATION FUTURES LLC										
250902-002		09/16/2025			4,023.00		09/16/2025	INV	APP	AUGUST
CHECK DATE:										
250902-003		09/16/2025			6,000.00		09/16/2025	INV	APP	AUGUST
CHECK DATE:										
					10,023.00					
18806 PRO-VIGIL INC										
IN-394506		09/16/2025			951.44		09/16/2025	INV	APP	BICENT
CHECK DATE:										
IN-401458		09/16/2025			14.27		09/16/2025	INV	APP	FINANC
CHECK DATE:										
					965.71					
1948 PT FERRO CONSTR CO										
11803	25000675	09/16/2025			620.00		09/16/2025	INV	APP	WATER-
CHECK DATE:										
11926	25000675	09/16/2025			372.00		09/16/2025	INV	APP	WATER-
CHECK DATE:										
11947	25000675	09/16/2025			186.00		09/16/2025	INV	APP	WATER-
CHECK DATE:										
11948	25000675	09/16/2025			62.00		09/16/2025	INV	APP	WATER-
CHECK DATE:										
11960	25000675	09/16/2025			403.00		09/16/2025	INV	APP	WATER-
CHECK DATE:										
					1,643.00					
15528 RATHBUN CSERVENYAK & KOZOL										
98742-743		09/16/2025			4,883.00		09/16/2025	INV	APP	JUNE -
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
15192 READY REFRESH										
15H0122703564		09/16/2025			413.88		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
15505 REASONABLE TREE EXPERTS										
11853		09/16/2025			1,595.00		09/16/2025	INV	APP	CONTRA
CHECK DATE:										
11854		09/16/2025			1,750.00		09/16/2025	INV	APP	CONTRA
CHECK DATE:										
11855		09/16/2025			7,750.00		09/16/2025	INV	APP	CONTRA
CHECK DATE:										
11859		09/16/2025			2,300.00		09/16/2025	INV	APP	CONTRA
CHECK DATE:										
					13,395.00					
2207 RENDELS INC										
67789		09/16/2025			3,000.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
P-138397		09/16/2025			350.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
					3,350.00					
17919 RESOLUTE PARENT LLC										
180790		09/16/2025			4,903.20		09/16/2025	INV	APP	TEMP A
CHECK DATE:										
13903 REVCON TECHNOLOGY GROUP INC										
80706		09/16/2025			901.00		09/16/2025	INV	APP	PAPER
CHECK DATE:										
14093 RJN GROUP INC										
38100303	25000759	09/16/2025			6,556.01		09/16/2025	INV	APP	2025 S
CHECK DATE:										
38100304	25000759	09/16/2025			12,884.09		09/16/2025	INV	APP	2025 S
CHECK DATE:										
3977017	25000383	09/16/2025			11,677.45		09/16/2025	INV	APP	2024 S
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3977018	25000383	09/16/2025			1,537.50		09/16/2025	INV	APP	2024 S
CHECK DATE:										
39770205	25000614	09/16/2025			71,303.30		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
39770206	25000614	09/16/2025			56,886.00		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
41040102	25000761	09/16/2025			6,301.63		09/16/2025	INV	APP	PSA 20
CHECK DATE:										
41040103	25000761	09/16/2025			9,832.24		09/16/2025	INV	APP	PSA 20
CHECK DATE:										
41550106	25000559	09/16/2025			3,010.18		09/16/2025	INV	APP	2025 S
CHECK DATE:										
41550107	25000559	09/16/2025			1,798.98		09/16/2025	INV	APP	2025 S
CHECK DATE:										
41550201	25000799	09/16/2025			2,308.19		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
41550202	25000799	09/16/2025			6,479.12		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
415513	25000417	09/16/2025			21,833.10		09/16/2025	INV	APP	2025 S
CHECK DATE:										
415514	25000417	09/16/2025			20,187.22		09/16/2025	INV	APP	2025 S
CHECK DATE:										
416410	25000379	09/16/2025			12,835.42		09/16/2025	INV	APP	PSA 25
CHECK DATE:										
416411R	25000379	09/16/2025			7,334.80		09/16/2025	INV	APP	PSA 25
CHECK DATE:										
					252,765.23					
17287 ROCKWELL SPACE SOLUTIONS INC										
3207		09/16/2025			2,572.00		09/16/2025	INV	APP	CABINE
CHECK DATE:										
2245 ROD BAKER FORD SALES INC										
66782		09/16/2025			260.45		09/16/2025	INV	APP	PARTS
CHECK DATE:										
2261 RON TIRAPELLI FORD, INC.										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
665322		09/16/2025			702.02		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665332		09/16/2025			861.66		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665438		09/16/2025			38.14		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665448		09/16/2025			922.02		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665480		09/16/2025			148.06		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665492		09/16/2025			154.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665498		09/16/2025			395.22		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665501		09/16/2025			282.73		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665588		09/16/2025			393.72		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665949		09/16/2025			507.30		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665958		09/16/2025			64.46		09/16/2025	INV	APP	PARTS
CHECK DATE:										
665965		09/16/2025			522.90		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					4,992.23					
15555 RADIATION SAFETY SERVICES INC										
31621		09/16/2025			180.00		09/16/2025	INV	APP	CALIBR
CHECK DATE:										
14090 RUSH TRUCK CENTERS OF ILLINOIS INC										
3042832653		09/16/2025			542.13		09/16/2025	INV	APP	PARTS
CHECK DATE:										
3043038849		09/16/2025			138.47		09/16/2025	INV	APP	PARTS
CHECK DATE:										
3043046365		09/16/2025			852.41		09/16/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,533.01					
15497 RUSSO POWER EQUIPMENT										
SPI21199356		09/16/2025			56.99		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
17262 SANTACRUZ ASSOCIATES LTD										
4422	25000435	09/16/2025			1,123.75		09/16/2025	INV	APP	Downto
CHECK DATE:										
17602 SEASON AND TIME										
0000294		09/16/2025			100.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
0000295		09/16/2025			75.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
0000296		09/16/2025			150.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
					325.00					
9461 SENTINEL TECHNOLOGIES INC										
INV43869	25000827	09/16/2025			20,088.00		09/16/2025	INV	APP	Cyber
CHECK DATE:										
2360 SERVICE INDUST SUPPLY INC										
143466		09/16/2025			628.00		09/16/2025	INV	APP	PARTS/
CHECK DATE:										
143483		09/16/2025			4,596.26		09/16/2025	INV	APP	PARTS/
CHECK DATE:										
143828		09/16/2025			648.00		09/16/2025	INV	APP	PARTS/
CHECK DATE:										
144256		09/16/2025			73.37		09/16/2025	INV	APP	PARTS/
CHECK DATE:										
144796		09/16/2025			163.75		09/16/2025	INV	APP	PARTS/
CHECK DATE:										
144873		09/16/2025			24.72		09/16/2025	INV	APP	PARTS/
CHECK DATE:										
145013		09/16/2025			191.00		09/16/2025	INV	APP	PARTS/

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
145081		09/16/2025			1,032.00		09/16/2025	INV	APP	TOOLS
CHECK DATE:										
145102		09/16/2025			2,412.28		09/16/2025	INV	APP	PARTS
CHECK DATE:										
145136		09/16/2025			192.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					9,961.38					
14076 SHAW SUBURBAN MEDIA GROUP										
2235109		09/16/2025			287.50		09/16/2025	INV	APP	LEGAL
CHECK DATE:										
2261740		09/16/2025			112.94		09/16/2025	INV	APP	LEGAL
CHECK DATE:										
2262059		09/16/2025			356.54		09/16/2025	INV	APP	LEGAL
CHECK DATE:										
2262060		09/16/2025			234.74		09/16/2025	INV	APP	LEGAL
CHECK DATE:										
2263871		09/16/2025			109.46		09/16/2025	INV	APP	LEGAL
CHECK DATE:										
2265826		09/16/2025			192.98		09/16/2025	INV	APP	NEWSPA
CHECK DATE:										
2268268		09/16/2025			172.10		09/16/2025	INV	APP	SEPT Z
CHECK DATE:										
2268269		09/16/2025			119.90		09/16/2025	INV	APP	SEPT P
CHECK DATE:										
					1,586.16					
16931 SHEFFIELD SUPPLY & EQUIPMENT										
22849		09/16/2025			545.20		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
23088		09/16/2025			1,285.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
23134		09/16/2025			550.00		09/16/2025	INV	APP	SAFETY
CHECK DATE:										
					2,380.20					
2389 SHERWIN-WILLIAMS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
0702-3		09/16/2025			278.65		09/16/2025	INV	APP	PAINT
CHECK DATE:										
2392 SHOREWOOD HOME & AUTO										
01-481069CM		09/16/2025			-323.75		09/16/2025	CRM	APP	DUPLIC
CHECK DATE:										
01-482564		09/16/2025			49.35		09/16/2025	INV	APP	PARTS
CHECK DATE:										
01-483230		09/16/2025			199.07		09/16/2025	INV	APP	OIL CH
CHECK DATE:										
01-483697		09/16/2025			461.96		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
01-484365		09/16/2025			123.46		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
01-484366		09/16/2025			1,335.97		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
01-484636		09/16/2025			400.95		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
01-484638		09/16/2025			85.49		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					2,332.50					
17368 SILVER CROSS MEDICAL GROUP - OCC HEALTH										
7359		09/16/2025			5,045.00		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
15470 SITEONE LANDSCAPE SUPPLY										
157644711-001		09/16/2025			756.88		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
18568 SOUTH OAK DODGE INC										
1703388		09/16/2025			166.50		09/16/2025	INV	APP	PARTS
CHECK DATE:										
17224 SPANISH COMMUNITY CENTER										
INVOICE #2		09/16/2025			18,028.00		09/16/2025	INV	APP	ADA AC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
15379 SPECIALTY ELECTRIC SUPPLY CO										
75823		09/16/2025			102.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
2472 STANDARD EQUIPMENT CO INC										
S01328		09/16/2025			3,424.15		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
S01336		09/16/2025			346.06		09/16/2025	INV	APP	REPAIR
CHECK DATE:										
					3,770.21					
2474 STANDARD TRUCK PARTS INC										
1032066		09/16/2025			744.30		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032071		09/16/2025			522.60		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032075		09/16/2025			3,354.40		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032083		09/16/2025			685.64		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032087		09/16/2025			139.20		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032089		09/16/2025			420.04		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032094		09/16/2025			1,907.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032174		09/16/2025			232.11		09/16/2025	INV	APP	PARTS
CHECK DATE:										
1032201		09/16/2025			504.93		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					8,510.22					
15637 ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY										
T2602200		09/16/2025			956.15		09/16/2025	INV	APP	LEADS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2523 STRAND ASSOC INC										
0225936	25000358	09/16/2025			4,383.13		09/16/2025	INV	APP	CSO LT
CHECK DATE:										
0228046	25000358	09/16/2025			1,570.20		09/16/2025	INV	APP	CSO LT
CHECK DATE:										
0228416	25000546	09/16/2025			240,772.46		09/16/2025	INV	APP	PSA WW
CHECK DATE:										
0228439	25000240	09/16/2025			20,593.83		09/16/2025	INV	APP	ESTP -
CHECK DATE:										
225937	25000546	09/16/2025			206,970.83		09/16/2025	INV	APP	PSA WW
CHECK DATE:										
					474,290.45					
11947 STRYKER EMS EQUIPMENT-										
9210064403		09/16/2025			234.38		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
4027 SUBURBAN LABORATORIES, INC										
GA5004381		09/16/2025			165.00		09/16/2025	INV	APP	PROFES
CHECK DATE:										
GA5004382	25000017	09/16/2025			483.50		09/16/2025	INV	APP	2025 -
CHECK DATE:										
					648.50					
17461 SUMMIT LAWNCARE INC										
215870	25000742	09/16/2025			2,496.00		09/16/2025	INV	APP	2025 G
CHECK DATE:										
215871	25000740	09/16/2025			2,496.00		09/16/2025	INV	APP	2025 G
CHECK DATE:										
215872	25000741	09/16/2025			2,496.00		09/16/2025	INV	APP	2025 G
CHECK DATE:										
					7,488.00					
9857 SUNBELT PUMP & POWER RENTALS										
173126737-0001		09/16/2025			1,675.00		09/16/2025	INV	APP	RENTAL
CHECK DATE:										
13965 SUPERIOR ROAD STRIPING INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2890-0325-PAY #4	25000582	09/16/2025			7,362.50		09/16/2025	INV	APP	2025 P
CHECK DATE:										
18732 SUPERMERCADO EL GUERO DE JOLIET INC										
05/2025 & 06/2025		09/16/2025			16,271.21		09/16/2025	INV	APP	SHARED
CHECK DATE:										
19011 SUR-TEC INC										
16619		09/16/2025			1,800.00		09/16/2025	INV	APP	SOFTWA
CHECK DATE:										
18783 TELUS COMMUNICATIONS INC										
2482	25000110	09/16/2025			1,426.99		09/16/2025	INV	APP	GPS/AV
CHECK DATE:										
2577 TERMINAL SUPPLY CO										
49946-00		09/16/2025			1,213.48		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
50177-00		09/16/2025			350.52		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
50838-00		09/16/2025			117.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					1,681.00					
18284 TERRAPIN AQUATICS MANAGEMENT LLC										
103899		09/16/2025			2,405.00		09/16/2025	INV	APP	AERATO
CHECK DATE:										
103955		09/16/2025			2,454.40		09/16/2025	INV	APP	AERATO
CHECK DATE:										
					4,859.40					
18281 TONY'S FINER FOODS										
05/2025 & 06/2025		09/16/2025			24,162.34		09/16/2025	INV	APP	SHARED
CHECK DATE:										
18167 TOWN SQUARE PUBLICATIONS LLC										
340119		09/16/2025			1,500.00		09/16/2025	INV	APP	JOLIET

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
9199 TRI-K SUPPLIES INC										
127065		09/16/2025			1,694.40		09/16/2025	INV	APP	CLEANI
CHECK DATE:										
16784 TROTTER AND ASSOCIATES INC										
25-25161	25000334	09/16/2025			552.00		09/16/2025	INV	APP	Lois P
CHECK DATE:										
25-25184	25000736	09/16/2025			12,323.25		09/16/2025	INV	APP	PSA Co
CHECK DATE:										
					12,875.25					
18351 TWIG TECHNOLOGIES										
1		09/16/2025			7,000.00		09/16/2025	INV	APP	SURVEY
CHECK DATE:										
14082 TYLER TECHNOLOGIES INC										
045-534343		09/16/2025			146,054.28		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
12259 ULINE INC										
191401764-A		09/16/2025			354.95		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
197018918		09/16/2025			4,463.33		09/16/2025	INV	APP	JPD CA
CHECK DATE:										
					4,818.28					
2718 UNDERGROUND PIPE & VALVE										
075529		09/16/2025			450.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
075561		09/16/2025			160.00		09/16/2025	INV	APP	PARTS
CHECK DATE:										
					610.00					
2727 UNITED LAB INC										
INV442091		09/16/2025			371.49		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
10617 UNITED METERS INC										
4739	25000463	09/16/2025			127,949.00		09/16/2025	INV	APP	2025 S
CHECK DATE:										
4743	25000463	09/16/2025			144,723.00		09/16/2025	INV	APP	2025 S
CHECK DATE:										
					272,672.00					
13844 UNIVAR SOLUTIONS USA LLC										
53205386	25000244	09/16/2025			4,068.75		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53240964	25000244	09/16/2025			3,403.80		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53252578	25000244	09/16/2025			199.95		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53258609	25000244	09/16/2025			339.45		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53258611	25000244	09/16/2025			499.87		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53258613	25000244	09/16/2025			1,522.88		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53258614	25000244	09/16/2025			1,090.43		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53258616	25000244	09/16/2025			976.50		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53258618	25000244	09/16/2025			862.58		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53258619	25000244	09/16/2025			657.98		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53270691	25000244	09/16/2025			197.63		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53277518	25000244	09/16/2025			416.18		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53277519	25000244	09/16/2025			641.70		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53277520	25000244	09/16/2025			3,441.00		09/16/2025	INV	APP	2025 D
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
53277521	25000244	09/16/2025			4,129.20		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53277522	25000244	09/16/2025			451.05		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53277523	25000244	09/16/2025			976.50		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53277524	25000244	09/16/2025			1,285.73		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53291078	25000244	09/16/2025			183.68		09/16/2025	INV	APP	2025 D
CHECK DATE:										
53291080	25000244	09/16/2025			1,336.88		09/16/2025	INV	APP	2025 D
CHECK DATE:										
					26,681.74					
18654 URBAN 3 LLC										
AC000399B	25000253	09/16/2025			22,050.50		09/16/2025	INV	APP	Profes
CHECK DATE:										
11967 US GAS										
461577		09/16/2025			141.69		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
461578		09/16/2025			97.13		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
461580		09/16/2025			143.40		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
461581		09/16/2025			122.84		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482489		09/16/2025			286.00		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482490		09/16/2025			84.50		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482491		09/16/2025			52.00		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482492		09/16/2025			182.00		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482493		09/16/2025			247.00		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
482494		09/16/2025			84.50		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482495		09/16/2025			188.50		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482496		09/16/2025			91.00		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482497		09/16/2025			65.00		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
482498		09/16/2025			156.00		09/16/2025	INV	APP	OXYGEN
CHECK DATE:										
					1,941.56					
18272 HD SUPPLY INC										
INV00789042		09/16/2025			355.76		09/16/2025	INV	APP	CHEMIC
CHECK DATE:										
INV00798423		09/16/2025			3,016.30		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
INV00798581		09/16/2025			1,121.46		09/16/2025	INV	APP	TESTS
CHECK DATE:										
INV00802731		09/16/2025			1,257.50		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
INV00802823		09/16/2025			58.90		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
INV00804466		09/16/2025			785.12		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
INV00807418		09/16/2025			29.35		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
INV00810848		09/16/2025			1,586.74		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					8,211.13					
18454 USALCO LLC										
910186998	25000031	09/16/2025			4,788.45		09/16/2025	INV	APP	2025 A
CHECK DATE:										
910187000	25000031	09/16/2025			4,702.66		09/16/2025	INV	APP	2025 A
CHECK DATE:										
910188026	25000031	09/16/2025			4,783.54		09/16/2025	INV	APP	2025 A

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
910188553	25000031	09/16/2025			4,790.81		09/16/2025	INV	APP	2025 A
CHECK DATE:										
910189068	25000031	09/16/2025			4,782.94		09/16/2025	INV	APP	2025 A
CHECK DATE:										
					23,848.40					
15069 V3 COMPANIES										
02-10425257	25000654	09/16/2025			955.50		09/16/2025	INV	APP	Theodo
CHECK DATE:										
03-10625076	25000654	09/16/2025			2,265.22		09/16/2025	INV	APP	Theodo
CHECK DATE:										
10625484	25000332	09/16/2025			25,030.15		09/16/2025	INV	APP	PSA En
CHECK DATE:										
10625565	25000387	09/16/2025			18,382.50		09/16/2025	INV	APP	IDOT-
CHECK DATE:										
10725335	25000331	09/16/2025			1,715.00		09/16/2025	INV	APP	Profes
CHECK DATE:										
33-10625558	25000474	09/16/2025			1,529.68		09/16/2025	INV	APP	Theodo
CHECK DATE:										
					49,878.05					
18756 VERATHON INC										
81201849		09/16/2025			928.57		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
81203915		09/16/2025			1,320.00		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
					2,248.57					
19002 VERISMA SYSTEMS, INC										
1007496-50042		09/16/2025			85.45		09/16/2025	INV	APP	RECORD
CHECK DATE:										
18558 VERSATERM PUBLIC SAFETY US INC										
INV41-01853		09/16/2025			6,612.03		09/16/2025	INV	APP	IA PRO
CHECK DATE:										
18423 VOIANCE LANGUAGE SERVICES LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2025058094		09/16/2025			159.19		09/16/2025	INV	APP	SERVIC
CHECK DATE:										
15908 VONAGE BUSINESS INC										
2365087	25000002	09/16/2025			12,443.09		09/16/2025	INV	APP	VONAGE
CHECK DATE:										
2365087-A		09/16/2025			5,909.85		09/16/2025	INV	APP	PHONES
CHECK DATE:										
					18,352.94					
10509 WAREHOUSE DIRECT INC										
5989934-0		09/16/2025			169.58		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
14009 WHITE CAP LP										
10022133482		09/16/2025			1,071.42		09/16/2025	INV	APP	EQUIPM
CHECK DATE:										
10022217545		09/16/2025			69.98		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
10022278428		09/16/2025			67.79		09/16/2025	INV	APP	GEAR
CHECK DATE:										
50032863485		09/16/2025			75.60		09/16/2025	INV	APP	GEAR
CHECK DATE:										
					1,284.79					
18206 WHITMORE INVESTMENTS										
823970		09/16/2025			286.96		09/16/2025	INV	APP	SHOP V
CHECK DATE:										
5894 WHOLESALE DIRECT INC										
000275617		09/16/2025			326.90		09/16/2025	INV	APP	PARTS
CHECK DATE:										
15762 WORLD KIA JOLIET										
01/2025-04/2025		09/16/2025			10,870.28		09/16/2025	INV	APP	SHARED
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2938 WUNDERLICH DOORS										
208966		09/16/2025			9,930.00		09/16/2025	INV	APP	OVERHE
CHECK DATE:										
17433 XYLEM VUE INC										
XVUE-PIN-001715	25000616	09/16/2025			4,196.00		09/16/2025	INV	APP	PSA fo
CHECK DATE:										
8837 ZOLL MEDICAL CORPORATION										
4307387		09/16/2025			556.56		09/16/2025	INV	APP	SUPPLI
CHECK DATE:										
		629 INVOICES			6,791,236.88					

** END OF REPORT - Generated by Robin Gatson **

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:
Type: Consent Agenda
Status: Agenda Ready
In Control: City Council Meeting
File Created: 09/03/2025
Department: Finance
Final Action:
Title:
Agenda Date: 09/16/2025
Attachments: Invoices 09.16.25.pdf
Entered by: rgatson@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 484-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of Contract for the 2025 / 2026 City of Joliet Sidewalk Maintenance Contract to PT Ferro Construction Co. in the Amount of $328,787.76

BACKGROUND:
The 2025 Budget allocates funds for sidewalk repairs throughout the City as part of the operational budget. The improvements will consist of sidewalk removal and replacement, driveway apron removal and replacement, ADA ramp removal and replacement for non-complaint ramps, and curb removal and replacement.

The Public Service Committee will review this matter.

CONCLUSION:
On August 26, at 10:00 A.M., three (3) sealed bids were received for the 2025 / 2026 City of Joliet Sidewalk Maintenance Contract. The bid summary is as follows:

CONTRACTOR	BID AMOUNT
PT Ferro Construction Co.	$328,787.76
Austin Tyler Construction, Inc.	$441,516.11
Davis Concrete	$489,731.00
Engineer's Estimate	$300,000.00

The low bid by PT Ferro Construction Co. in the amount of $328,787.76, is 9.60% above the engineer's estimate. Sufficient funds exist utilizing the Public Works General Fund / Contract Services (Org 09002700, Object 524200, $300,000.00) and Performance Bond Escrow Fund / Infrastructure (Org 32090270, Object 557200, $28,787.76).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award the 2025 / 2026 City of Joliet Sidewalk Maintenance Contract to PT Ferro Construction Co. in the amount of $328,787.76.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 484-25

File ID: 484-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Public Works **Final Action:**

Title: Award of Contract for the 2025 / 2026 City of Joliet Sidewalk Maintenance Contract to PT Ferro Construction Co. in the Amount of $328,787.76

Agenda Date: 09/16/2025

Entered by: smikos@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/9/2025	Greg Ruddy	Approve	9/10/2025
1	3	9/9/2025	Kevin Sing	Approve	9/11/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 485-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of Professional Services Agreement for Phase III Engineering Services for the Farrell Rd over Spring Creek Bridge Improvement Project - MFT Sec. No. 21-00542-00-BR to Hutchison Engineering in the Amount of $110,956.00

BACKGROUND:
In 2023, the City of Joliet was selected to receive Illinois Special Bridge Program (ISBP) funding for Phase III Construction and Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project. The improvement project will consist of replacing the existing single span prestressed concrete arch structure with a single span reinforced concrete slab structure on open abutments.

Terms of the Phase III Local Public Agency (LPA) Agreement with IDOT state that the City shall hire a Consultant to provide construction engineering services such as construction management, documentation, material testing, and supervision during all construction activities. The City of Joliet is responsible to pay for construction engineering costs, which a portion of will then be reimbursed by IDOT.

The Public Service Committee will review this matter.

CONCLUSION:
Illinois Department of Transportation Bureau of Local Roads and Streets Manual procedures were followed for retaining a professional consultant to complete engineering services. Hutchison Engineering was selected for and is finalizing completion of Phase II Engineering for the project.

Hutchison Engineering has submitted a proposal for Phase III Engineering, including a Scope of Services and a Cost Estimate of Consultant Services, both of which have been reviewed and deemed acceptable. An Engineering Services Agreement (BLR 05530) has been submitted utilizing time and material rates as submitted at a total cost of $110,956.00.

Funds will be charged to the Motor Fuel Tax Fund / Infrastructure - Farrell Road Bridge Replacement Construction (Org 20090270, Object 557200, $110,956.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the award of a professional services agreement for Phase III Engineering Services for the Farrell Rd over Spring Creek Bridge Improvement Project - MFT Sec. No. 21-00542-00-BR to Hutchison Engineering in the

amount of $110,956.00.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 485-25

File ID: 485-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/10/2025

Department: Public Works **Final Action:**

Title: Award of Professional Services Agreement for Phase III Engineering Services for the Farrell Rd over Spring Creek Bridge Improvement Project - MFT Sec. No. 21-00542-00-BR to Hutchison Engineering in the Amount of $110,956.00

Agenda Date: 09/16/2025

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/10/2025	Gina Logalbo	Approve	9/12/2025
1	2	9/11/2025	Greg Ruddy	Approve	9/12/2025
1	3	9/11/2025	Kevin Sing	Approve	9/15/2025
1	4	9/11/2025	Todd Lenzie	Approve	9/15/2025
1	5	9/12/2025	Beth Beatty	Approve	9/15/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 486-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Change Order No. 2 for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project - MFT Section No. 24-00562-00-FP to PT Ferro Construction Co. in the Amount of $37,670.00 and Payment Request No. 2 in the Amount of $332,632.21

BACKGROUND:
On April 16, 2024, the Mayor and City Council awarded a contract for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project, in the amount of $358,405.93 to PT Ferro Construction Co. Subsequently Change Order No. 1 was approved by the Mayor and City Council.

The Public Service Committee will review this matter.

CONCLUSION:
Change Order No. 2, a net addition in the amount of $37,670.00 is the result of the following items:

1. Additional water main, valve vault, and storm sewer removal that was not originally identified.
2. Additional storm sewer inlet installation and sanitary sewer manhole removal and replacement required after it was determined these structures could not be adjusted as originally planned.

Funds will be charged to the Motor Fuel Tax Fund / Construction - Bridge St (Org 20090270, Object 557200, Project 24024, $37,670.00).

Also, included is Payment Request No. 2, in the amount of $332,632.21, on behalf of PT Ferro Construction Co.

RECOMMENDATION:
1. Approve Change Order No. 2, a net addition in the amount of $37,670.00.

2. Approve Payment Request No. 2, in the amount of $332,632.21, on behalf of PT Ferro Construction Co.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 486-25

File ID: 486-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Works **Final Action:**

Title: Approval of Change Order No. 2 for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project - MFT Section No. 24-00562-00-FP to PT Ferro Construction Co. in the Amount of $37,670.00 and Payment Request No. 2 in the Amount of $332,632.21

Agenda Date: 09/16/2025

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Greg Ruddy	Approve	9/10/2025
1	3	9/8/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/10/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 487-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Change Order No. 3 for Illinois Route 53 at Emerald Drive Intersection Improvements - MFT Section 18-00516-00-CH to PT Ferro Construction Co., a Deduction in the Amount of ($356,896.51) and Payout No. 7 and Final in the Amount of $130,927.59

BACKGROUND:
On June 7, 2022, the Mayor and City Council awarded a contract for the Illinois Route 53 at Emerald Drive Intersection Improvements in the amount of $2,318,134.78 to PT Ferro Construction Co. Subsequently, change orders No.1 and 2 were approved by the Mayor and City Council.

The Public Service Committee will review this matter.

CONCLUSION:
This project has been completed, inspected, and accepted by the Department of Public Works. Change Order No. 3, a deduction in the amount of ($356,896.51) is a result of the following items:

1) Deduction of a segment of 12” water main not required.
2) Deduction of quantities for Non-Special Waste Disposal.
3) Balancing of final quantities.

Change Order items represent a reduction in funds from the EDP Grant Funds (Org 20090270, Object 557200, ($124,345.37)) and Capital Funds (Org 30090270, Object 557200, ($232,551.14)).

Also included is Payment Estimate No. 7 and Final, in the amount of $130,927.59, on behalf of PT Ferro Construction Co.

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

1) Approve Change Order No. 3 for the Illinois Route 53 at Emerald Drive Intersection Improvements Project, a net deduction in the amount of ($356,896.51).

2) Approve Payment Request No. 7 and Final, in the amount of $130,927.59, on behalf of PT Ferro Construction Co.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 487-25

File ID: 487-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Works **Final Action:**

Title: Approval of Change Order No. 3 for Illinois Route 53 at Emerald Drive Intersection Improvements - MFT Section 18-00516-00-CH to PT Ferro Construction Co., a Deduction in the Amount of ($356,896.51) and Payout No. 7 and Final in the Amount of $130,927.59

Agenda Date: 09/16/2025

Entered by: ldorothy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Greg Ruddy	Approve	9/10/2025
1	3	9/8/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/10/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 488-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract for the Eastside Wastewater Treatment Plant Influent Pump S2 Emergency Repairs to Xylem Water Solutions USA, Inc. in the Amount of $37,709.75

BACKGROUND:
The Eastside Wastewater Treatment Plant utilizes four (4) large Xylem Flygt dry pit submersible pumps to pump the incoming sewage through the plant. One of the pumps unexpectedly failed and needed to be removed for inspection.

The Public Service Committee will review this matter.

CONCLUSION:
Xylem Water Solutions USA, Inc., the pump manufacturer, was called to evaluate the cause of the failure. After inspecting the pump, it was determined the pump needed to be disassembled for further inspection. Once disassembled it was discovered the motor leads shorted causing the failure. Xylem Water Solutions USA, Inc. submitted a price, in the amount of $37,709.75, to perform the labor and provide the material to rewind the motor and install new bearings and seals. The cost of a new pump would exceed $150,000.00.

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:

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

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

Funds will be charged to the Water and Sewer Operating Fund / Eastside WWTP / Repairs and Maintenance (Org 50080802, Object 524300, $37,709.75).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award a contract for the Eastside Wastewater Treatment Plant Influent Pump S2 Emergency Repairs, in the amount of $37,709.75, to Xylem Water Solutions USA, Inc.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 488-25

File ID: 488-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Utilities **Final Action:**

Title: Award of Contract for the Eastside Wastewater Treatment Plant Influent Pump S2 Emergency Repairs to Xylem Water Solutions USA, Inc. in the Amount of $37,709.75

Agenda Date: 09/16/2025

Agenda Number:

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Allison Swisher	Approve	9/10/2025
Notes:	Approved: Out of Office				
1	3	9/8/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/10/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 489-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract for Replacement Parts for the Primary Tanks at the Eastside Wastewater Treatment Plant to Evoqua Water Technologies LLC in the Amount of $439,158.58

BACKGROUND:
The Eastside Wastewater Treatment Plant utilizes six (6) primary clarifiers that settle solids in the raw sewage. City staff performed routine inspections of the tanks and discovered that multiple gears, bearings, and drive chains were reaching the end of their useful life.

The Public Service Committee will review this matter.

CONCLUSION:
The authorized dealer, Evoqua Water Technologies LLC / Envirex Products, was contacted to prepare a quote for chain, gears, drive hubs, and bearings for five (5) primary tanks. Parts in one of the tanks were able to be refurbished. A quote was submitted, in the amount of $439,158.58, for the replacement parts. The parts are in stock, and replacement will be completed by City staff. The parts must be replaced to ensure proper operation of the primary tanks.

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

(a) Purchases which may only be practicably made from a single source;

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

Funds will be charged to the Water and Sewer Improvement Fund / Eastside WWTP (Org 50180802, Object 557200, $439,158.58).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Contract for the purchase of replacement parts for the primary tanks at the Eastside Wastewater Treatment Plant, in the amount of $439,158.58, on behalf of Evoqua Water Technologies LLC.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 489-25

File ID: 489-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Utilities **Final Action:**

Title: Award of Contract for Replacement Parts for the Primary Tanks at the Eastside Wastewater Treatment Plant to Evoqua Water Technologies LLC in the Amount of $439,158.58

Agenda Date: 09/16/2025

Agenda Number:

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Allison Swisher	Approve	9/10/2025
Notes:	Approved: Out of Office				
1	3	9/8/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/10/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 490-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Professional Services Contract for the Public Utilities SCADA (Supervisory Control and Data Acquisition) System Maintenance to Wunderlich-Malec Environmental in the Amount of $50,000.00

BACKGROUND:
The City of Joliet Department of Public Utilities utilizes five (5) SCADA (Supervisory Control and Data Acquisition) systems comprised of multiple control systems to operate and monitor critical City facilities which include the Eastside Wastewater Treatment Plant, Westside Wastewater Treatment Plant, Aux Sable Wastewater Treatment Plant, the Citywide Water System, and the Citywide Sanitary Sewer Lift Stations.

Each system is comprised of multiple pieces of hardware and complex code that controls multiple systems and pieces of equipment. Therefore, the City has standardized hardware as well as the system integrator, Wunderlich-Malec Environmental. Staff requested Wunderlich-Malec Environmental provide a proposal to continue to provide system maintenance and on-call support.

The Public Service Committee will review this matter.

CONCLUSION:
Wunderlich-Malec Environmental has provided a proposal, in an amount not to exceed $50,000.00, to be used on a time and material basis as needed. Staff has been satisfied with the timeliness and quality of their work since 2005. The service under this Contract requires detailed knowledge of the City's facilities and SCADA systems. Also included with this Agreement is a one (1) hour response time for emergency services on a 24-hour basis.

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:

(b) Purchases for additions to and repairs and maintenance of equipment owned by the city which may be more efficiently added to, repaired or maintained by a certain person;

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

Funds will be charged to the Water / Sewer Operating Fund / Eastside Treatment Plant / Professional Services (Org 50080802, Object 523300, $10,000.00), Water / Sewer Operating Fund /

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Westside Treatment Plant / Professional Services (Org 50080803, Object 523300, $10,000.00), Water / Sewer Operating Fund / Aux Sable Treatment Plant / Professional Services (Org 50080804, Object 523300, $10,000.00), Water / Sewer Operating Fund / Lift Stations / Professional Services (Org 50080031, Object 523300, $10,000.00), and Water / Sewer Operating Fund / Water / Professional Services (Org 50080011, Object 523300, $10,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award a Professional Services Agreement for the Public Utilities SCADA System Maintenance to Wunderlich-Malec Environmental in the amount of $50,000.00.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 16th day of September, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Wunderlich-Malec Services, (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 August 28, 2025.

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 $ 50,000.00

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 compete 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 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 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

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

WUNDERILICH-MALEC SERVICES

By: 

Name: **Erick Carlson**

Title: **Business Unit Manager**

Date: **08/28/2025**

Wunderlich-Malec

August 28, 2025

Mr. Nick Gornick
City of Joliet
1021 McKinley
Joliet, IL 60436

Re: SCADA & Control System Support Agreement
Proposal #: 250828gm1

Dear Mr. Gornick:

The personnel manning your treatment plant know pumps and motors, valves and actuators, and the other equipment used in your plant. But how well do they know the highly technical electronics and software of your control systems? These critical systems involve the rapidly evolving fields of automation, communications, and information systems.

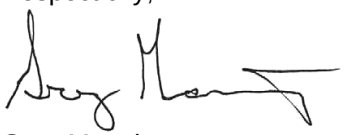
In these days of tight maintenance budgets, you simply can't afford to train your people to become experienced in every technology used in your plant. That's where Wunderlich Malec can help you maintain peak performance of the systems in your plant. We specialize in control systems for water and wastewater applications. It is part of our business to keep our personnel up to speed on all of these technologies used in this industry. We can put that expertise to work for you with a maintenance plan to meet your plant's needs and budget.

How prepared are you to deal with a major outage of any part of your plant? Do you know what spare parts you have and where they are? Are they sufficient for your needs? Do you have backups of critical software? Do you have adequate in-house service abilities to handle emergency situations? Do you have what it takes to recover from a lightning strike?

On-going service support is crucial in keeping your new control system operating at peak performance. Contract maintenance ensures your system will receive the care it requires to perform to your expectations for years to come. We are pleased to offer the following proposal to address your service support needs. Feel free to select any of the support levels available and return the signed proposal or your purchase order to my attention.

Should you have any questions, please call me at 630-432-5826

Respectfully,



Greg Manning

Wunderlich-Malec Environmental
“Employee Owned, Customer Committed”

SCADA and Control System Support Proposal

- Periodic On-site Support - Wunderlich Malec will provide regularly scheduled on-site maintenance and as needed technical support and troubleshooting as required to keep all hardware, software, and system components operating at peak performance. We will also identify any potential hardware or software deficiency that may require repair or replacement and make recommendations to keep your hardware and software up-to-date. Visits will be scheduled on an "as needed" basis. In addition, you will receive 24-hour per day access to our 1-800 service support line for over the phone support and, if your system has dial-in capability, we will provide remote diagnostics and trouble shooting. The price for Periodic On-site Support is **$50,000.00** payable on an "as used" basis.

The term of this contract shall be twelve months from the date of acceptance and will include:

_X__ Periodic on-site support

Accepted by: _____

For: _____

Date: _____

SERVICE RATE SCHEDULE – 2025

Version	Date	Author(s)	Revision	Notes
9.0	1/1/25	Erick Carlson	Fiscal Year 2025	Illinois Rates

Service Description	**Service Rate (per hour)**
Project Management	$185.00
Analyst / Senior Engineer	$175.00
Engineer	$140.00
Designer	$115.00
Drafter	$105.00
Programmer	$155.00
Field Service	$155.00
Clerical	$70.00
Overtime and Emergency Service	1.5 times base rate

Travel and Expenses

Mileage	$ 0.7 (per mile)
Expenses	Billed at our cost
Parts purchased for your behalf	1.25 times cost

Payments are due, net 30 days. A finance charge of 1.5% per month will be added to past due balances.

End user software shall be licensed and covered by manufacturer's current support agreement. Additional charges may apply if software is not current.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 490-25

File ID: 490-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Utilities **Final Action:**

Title: Award of Professional Services Contract for the Public Utilities SCADA (Supervisory Control and Data Acquisition) System Maintenance to Wunderlich-Malec Environmental in the Amount of $50,000.00

Agenda Date: 09/16/2025

Attachments: 2025 WM SCADA PSA & Proposal

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Allison Swisher	Approve	9/10/2025
1	3	9/9/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 491-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Purchase of Water Metering Equipment from Core & Main LP in the Amount of $204,700.00

BACKGROUND:
The City of Joliet Department of Public Utilities maintains a citywide Automatic Meter Reading (AMR) system to read water consumption data from approximately 50,000 meters on a monthly basis. This system consists of three main components including water meters, SmartPoint radios, and radio-read / tower infrastructure. Sensus meters have been the City standard since 1987, and Core & Main LP is the sole authorized area distributor of Sensus equipment.

The Public Service Committee will review this matter.

CONCLUSION:
To meet the City's needs for meters for new construction and for replacement of large meters due to age and needed repairs, the following metering equipment is needed:

Qty	Description	Item Price	Total Cost
6	10" Omni F2 Water Meters	$21,150.00	$126,900.00
4	8" Omni F2 Water Meters	$13,960.00	$ 55,840.00
4	10" Omni F2 Measuring Chambers	$ 2,745.00	$ 10,980.00
4	8" Omni F2 Measuring Chambers	$ 2,745.00	$ 10,980.00
GRAND TOTAL			**$204,700.00**

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. Three (3) of these circumstances apply:

(a) Purchases which may only be practicably made from a single source.

(c) Purchases of equipment which, by reason of training of City personnel or an inventory of replacement parts maintained by the City, are compatible with the existing equipment owned by the City.

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

Council.

This purchase will be charged to the Water & Sewer Improvement Fund / Meter Repair / Large Meter Replacement (Org 50180320, Object 557500, Project Code 25015, $92,180.00) and Water & Sewer Improvement Fund / Meter Repair / New Construction (Org 50180320, Object 557500, Project Code 25012, $112,520.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council authorize the purchase of water metering equipment, in the amount of $204,700.00, on behalf of Core & Main LP.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 491-25

File ID: 491-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Utilities **Final Action:**

Title: Approval of Purchase of Water Metering Equipment from Core & Main LP in the Amount of $204,700.00

Agenda Date: 09/16/2025

Agenda Number:

Entered by: chrat@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Allison Swisher	Approve	9/10/2025
Notes:	Approved: Out of Office				
1	3	9/9/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 492-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Change Order No. 1 for the Eastside WWTP MCC Replacement and Alternative Water Supply Project JOL0801 - SCADA Project to M J Electric LLC in the Amount of $108,433.02

BACKGROUND:
On Tuesday, April 2, 2024, the Mayor and City Council awarded a contract to M J Electric LLC, in the amount of $4,480,000.00, for the Eastside WWTP MCC Replacement and Alternative Water Supply Project JOL0801 - SCADA Project.

The Public Service Committee will review this matter.

CONCLUSION:
During completion of the work for the Eastside WWTP MCC Replacement project the following deviations from the plans were discovered: 1) one of the major junction boxes in the Blower Building basement was found to be corroded beyond reuse, 2) the MCC D needed to be relocated to accommodate hidden conduits not seen during design, 3) additional surface mounted disconnects were installed on the blower building heaters to maintain uniformity and safety compliance, 4) the HVAC and door replacement allowances needed to be adjusted to cover the actual costs of the needed upgrades. In addition to these work items a path study was completed to evaluate moving the master SCADA panel to the Eastside WWTP, and the completion date of milestone one was adjusted from December 7, 2024, to February 10, 2025 to allow for the time needed to submit the required documents.

Funds will be charged to the Water and Sewer Improvement Fund / Eastside WWTP / Construction (Org 50180802, Object 557200, $108,433.02).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1, a net increase in the amount of $108,433.02, for the Eastside WWTP MCC Replacement and Alternative Water Supply Project JOL0801 - SCADA Project to M J Electric LLC.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 492-25

File ID: 492-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Utilities **Final Action:**

Title: Approval of Change Order No. 1 for the Eastside WWTP MCC Replacement and Alternative Water Supply Project JOL0801 - SCADA Project to M J Electric LLC in the Amount of $108,433.02

Agenda Date: 09/16/2025

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Allison Swisher	Approve	9/10/2025
Notes:	Approved: Out of Office				
1	3	9/8/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/10/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

Memo

File #: 493-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Change Order No. 2 for the Broadway, Center, and Western Water Main Improvements Project on behalf of PT Ferro Construction Co. for a Deduction in the Amount of ($1,273,767.69) and Pay Estimate No. 12 and Final in the Amount of $923,887.26

BACKGROUND:
On January 16, 2024, the Mayor and City Council awarded a Contract for the Broadway, Center, and Western Water Main Improvements Project, in the amount of $6,737,960.81, on behalf of P.T. Ferro Construction Co., based on the Unit Prices provided in their bid. Subsequently, Change Order No. 1 was approved for a time extension due to permitting issues at zero cost.

The Public Service Committee will review this matter.

CONCLUSION:
Change Order No. 2 is a final balancing change order with a net decrease in the amount of ($1,273,767.69) which is based on the final quantities of pay items installed upon completion of the project as follows:

- Time Extension to Substantial and Final Completion Due to Delays for Unforeseen Conditions and Procurement of a 14" Line Stop
- Balancing Final Quantities
- Deduction of Unused Work Items
- Additional Water Main (Open Cut), 6-Inch
- Additional Water Main (Open Cut), 8-Inch
- Additional Water Main (Open Cut), 12-Inch
- Additional Casing Pipe (Open Cut), 18-Inch
- Additional Connect to Water Main (Non-Pressure), 8-Inch
- Additional Connect to Water Main (Non-Pressure), 12-Inch
- Additional Gate Valve, 6-Inch
- Additional Gate Valve, 8-Inch
- Additional Gate Valve, 12-Inch
- Additional Valve Box
- Additional Valve Vault, 4-Foot Diameter
- Additional Valve Vault, 5-Foot Diameter
- Additional Fire Hydrant

- Additional Fire Hydrant Barrel Extension
- Additional Sanitary Sewer Removal and Replacement, 12-Inch
- Additional Service Connect to Water Main and Curb Stop, 2-Inch
- Additional Water Service Line Type K - Open Cut, 1-Inch
- Additional Water Service Line Type K - Open Cut, 2-Inch
- Additional Water Service Line Type K - Directional Drilling, 1.5-Inch
- Additional Crimp Water Service
- Additional Restoration of Lawns and Parkways
- Additional HMA Remove & Replace, 2.5-Inch Binder 1.5-Inch Surface
- Additional HMA Remove & Replace, 4-Inch Binder 2-Inch Surface
- Additional PCC Driveway Removal and Replacement, 6-Inch
- Additional Concrete Curb and Gutter Removal & Replacement
- Additional PCC Sidewalk Removal & Replacement
- Additional Pavement Marking - Line, 4-Inch (Thermoplastic)
- Additional Pavement Marking - Line, 24-Inch (Thermoplastic)
- Additional Epoxy Pavement Marking - Line, 6-Inch
- Additional Water Service Line Type L (LSR), 3/4-Inch
- Additional Sanitary Service Lines, 6" Open Cut
- Decrease in Rock Excavation
- Decrease HMA overlay on Route 30 due to IDOT overlay
- Decrease in Maintenance of Traffic due to IDOT coordination
- Electronic Changeable Message Signs
- B-Curb Remove & Replace
- Additional Sawcutting
- Additional Pavement Removal
- Gate Valve, 4-Inch
- Connect To Water Main (Non-Pressure), 4-Inch
- Water Main (Open Cut), 4-Inch
- 14" X 12" SS Tapping Sleeve Credit
- 12 X 4 Cut In Tee
- Mobilization For 14" Line Stop
- Traffic Control Due to IDOT Ruby Street Bridge Closure
- Connect to 14" Water Main at Bicentennial Park
- Rock Excavation (LSR)
- Water Service Line Type K - Open Cut, 1-Inch
- Water Service Line Type K - Open Cut, 1.5-Inch
- Water Service Line Type K - Open Cut, 2-Inch
- 6" X 8" Cast Iron Sewer Cleanout at 308 N. Broadway

Funds will be credited for this project to the Water Main Replacement Fund (Org 53880000, Object 557200, ($736,311.09)), Lead Water Service Line Replacement Phase V Fund (Org 53780000, Object 557200, ($398,874.60)), and the Sewer Collection Fund (Org 50180020, Object 557200, Project 24030, ($138,582.00)).

Also, included is Payment Request No. 12 and final, in the amount of $923,887.26, on behalf of PT Ferro Construction Co.

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

1. Approve Change Order No. 2, a decreased amount of ($1,273,767.69), for the Broadway, Center, and Western Water Main Improvements Project.

2. Approve Pay Estimate No. 12 and Final, in the amount of $923,887.26, on behalf of P.T. Ferro Construction Co.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 493-25

File ID: 493-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Utilities **Final Action:**

Title: Approval of Change Order No. 2 for the Broadway, Center, and Western Water Main Improvements Project on behalf of PT Ferro Construction Co. for a Deduction in the Amount of ($1,273,767.69) and Pay Estimate No. 12 and Final in the Amount of $923,887.26

Agenda Date: 09/16/2025

Entered by: wbaltz@joliet.gov

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1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
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Notes:	Approved: Out of Office				
1	3	9/8/2025	Kevin Sing	Approve	9/10/2025
1	4	9/8/2025	Todd Lenzie	Approve	9/10/2025
1	5	9/12/2025	Beth Beatty	Approve	9/10/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 495-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Approval of Property, Liability, Workers Compensation Insurance Renewal

BACKGROUND:
This item is for the City's various insurance coverages including property, cyber, liability, and workers compensation that expires on September 30, 2025. The City's new broker, Alliant Insurance Services, solicited renewal pricing from various carriers. At this time, the only changes to the coverages are the addition of terrorism and volunteer coverage. Coverages are included in the attached packet. The coverage period will be from October 1, 2025 to October 1, 2026

Renewal premiums are an increase of 15.8% from the prior year totaling $2,330,797. Factors contributing to the increase are a 10% increase in total building values, liability claim exposure, and 4.6% increase in workers compensation exposure.

CONCLUSION:
The City has successfully secured renewal pricing for its various insurance coverages, including property, cyber, liability, and workers compensation, through its new broker, Alliant Insurance Services. The increase in premiums is attributed to a 10% rise in total building values, liability claim exposure, and a 4.6% increase in workers compensation exposure. The coverage period will extend from October 1, 2025, to October 1, 2026.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Property, Liability, and Workers' Compensation Insurance Renewal.

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City of Joliet

10/1/2025 – 2026

Property and Liability Insurance Proposal - Revised

Presented on September 11, 2025 by:

Michael Alesia
First Vice President

Maggie Steibel
Account Manager - Lead

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Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 10th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantages

	Alliant	Competition
90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

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Michael Alesia **First Vice President**	Michael.Alesia@alliant.com	Phone:312 595 7161 Fax: 312 595 7163
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Bruce Slayter, ARM **Senior Vice President**	Bruce.Slayter@alliant.com	Phone: 312 595 6295 Fax: 312 595 6506
Larry Rosen **Claims Advocate-Lead**	Larry.Rosen@alliant.com	Phone: 312 595 8111 Fax: 312 595 6506
Jacqui Norstrom **Executive Vice President**	jnorstrom@alliant.com	Phone: 312 595 6976 Fax: 312 595 4374

Executive Summary

The Public Entity Professionals of Alliant Insurance Services, Inc. appreciates the opportunity to present the October 1st, 2025 to 2026 insurance proposal to the City of Joliet.

Property

The City's values increased from $350,757,216 to $388,798,886 or 10.08%. Chubb your incumbent carrier studied your property schedule and noticed that a number of locations had values that seemed to low. They used a platform called CoreLogic on 4 locations and resulted in an additional $38,798,886 in values.

I highly recommend that the City have a full property appraisal be completed by a municipal appraisal firm using replacement cost as the basis.

Chubb's property program remains the same with a $250,000,000 per occurrence loss limit with a $75,000 deductible.

We were able to negotiate a flat rate renewal with Chubb this year. The City's rates are still extremely competitive at .0821.The City's premium is increasing from $287,959 to $333,878 or 15.9%.

Please note that your property insurance coverage historically has included terrorism coverage. The quote that we are presenting includes terrorism and the premium attributed to that is $18,039.

Primary Casualty - $5,000,000

Safety National Casualty Company is providing a comprehensive and cost-effective renewal quotation. Safety National continues to be the most comprehensive and cost effective carrier in the Illinois Municipal Insurance Marketplace.

- General Liability - $5,000,000 per occurrence / $5,000,000 with a $1,000,000 Self Insured Retention (SIR)
- Employee Benefit Administration Liability - $5,000,000 per occurrence / $5,000,000 with a $1,000,000 Self Insured Retention (SIR)
- Auto Liability - $5,000,000 Combined Single Limit a $1,000,000 Self Insured Retention
- Law Enforcement Liability - $5,000,000 per occurrence / $5,000,000 with a $1,000,000 Self Insured Retention (SIR)
- Public Officials Liability including Employment Practices Liability - $5,000,000 per wrongful act / $5,000,000 with a $1,000,000 Self Insured Retention (SIR).

The City's premium is increasing from $346,315 to $464,647 or 34.17%. The increase is the result of a large auto loss that occurred in the 8/1/23 – 24 policy period. Please also note that we have concluded that terrorism has historically not been purchased by the City. The Safety National program includes terrorism, and the premium attributed to that is $2,407.

Executive Summary – Continued

First Layer Excess Liability - $10,000,000 xs $5,000,000

We have been successful in restructuring the City's excess liability layers.

We have received a quotation from Obsidian Specialty Insurance Company. Obsidian is providing a $10,000,000 per occurrence / $10,000,000 aggregate follow form limit which is outlined in the proposal. Obsidian is providing a $10,000,000 layer which will eliminate the need for one of the excess layers. Less carriers equals less premium. The estimated savings from the new structure change is $73,284.

The Obsidian layer premium is $673,010. Terrorism is included. We cannot compare this to last year as it is a new $10,000,000 layer.

Second Layer Excess Liability - $5,000,000 xs $15,000,000

As the excess structure changed, we have received a quotation from Upland Specialty Insurance Company. Upland is providing a $5,000,000 per occurrence / $5,000,000 aggregate follow form limit which is outlined in the proposal.

The City's premium is increasing from $155,310 to $231,288 or 48.92%. Terrorism is included. The increase is the result of a large auto loss that occurred in the 8/1/23 – 24 policy period.

Crime

Travelers Insurance Company is offering a very competitive renewal with $1,000,000 in Employee Theft Limit with a $25,000 deductible. This program also provides $1,000,000 limits or Forgery or Alteration, On Premises, In Transit, Computer Fraud and Funds Transfer Fraud. The program is the same as expiring.

The City's premium is increasing from $8,513 to $8,560 or .6%. Travelers is including a 3-year policy with annual installments of $8,560.

Please note higher limits are available up request.

Workers Compensation

The City's incumbent carrier is Safety National, and they have been your carrier since 1980. Safety National is providing a $900,000 Self-Insured Retention renewal quote. The City's payroll exposure is increasing from $89,870,931 to $94,002,323 or 4.6%.

The City's premium is increasing from $199,513 to $208,685 or 4.6%.

Executive Summary – Continued

Pollution

Nautilus Insurance Company (Berkley) is providing a cost-effective quotation with a $1,000,000 per claim / $1,000,000 aggregate limit. The applicable deductible is $5,000 per claim. The program is the same as last year.

The City's premium is decreasing from $11,954 to $4,050 or -66.1%. The decrease is the result of several storage tanks being removed.

Drone

Global Aerospace is your incumbent carrier. Coverage is being moved from Global Aerospace to Federal Insurance Company (Chubb). Global Aerospace is no longer comfortable with the City's drone exposure. Chubb is providing a $5,000,000 limit with 10% In Motion and Not In Motion deductibles. It is the same program as last year.

Please note that the City's policy period is 11/9/24 -25. We have changed the effective to 11/9/25 – 10/1/26 in order to align all your polices with one common date.

The City's premium is increasing from $12,090 to $19,316 or 59.7%. Terrorism is included.

Volunteer Accident

Federal Insurance Company (Chubb) is providing a cost-effective Volunteer Accident coverage. The coverage provides $50,000 medical accident limits with no deductible. It is intended to assist in prevent a workers compensation claim to be filed against your workers compensation policy by a volunteer.

The premium is $537

In Summary, we truly appreciate the opportunity to present our proposal and look forward to discussing our enclosed comprehensive risk management program with you.

The City's premium is increasing from $2,012,710 to $2,330,797 or 15.80%. There was a last minute development in which 177 autos need to be added to the current quotations. The additional premium attributed to the auto count increase is $51,826.

Please see the Premium Summary Section.

Executive Summary – Continued

The drivers of the City's premium increase are as follows:

1. Property - values increased from $350,757,216 to $388,798,886 or 10.08%.
2. Liability/Excess – a large auto claim in the 23/24 valued at $2,000,000. This is the biggest driver.
3. Workers Compensation - payroll exposure is increasing from $89,870,931 to $94,002,323 or 4.6%.
4. Drone – bad data used last year changed the exposure which will cost the City additional premium.
5. Third Party Administration – the annual renewal is 5% plus additional costs to capture auto physical damage claim.
6. Auto – Exposure increased from 695 units to 866 units or 24.6%
7. Terrorism – historically the City has been advised to reject terrorism. Terrorism is included on all lines of coverage within this proposal. I estimate that the premium cost is around $50,000.
8. General accuracy of data

Named Insureds

City of Joliet

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Premium Summary

	8/1/24-25	10/1/25-26
Property	$ 287,959	$ 333,878
Liability	$ 346,315	$ 464,647
Auto Physical Damamge	$ -	
Excess Layer 1 - Metis	$ 318,000	$ 650,000
Surplus Lines Tax	$ 11,130	$ 22,750
Stamping Fee	$ 127	$ 260
N/A	$ 240,000	$ -
N/A	$ 8,400	$ -
N/A	$ 96	$ -
Excess Layer 2 - Upland	$ 150,000	$ 223,380
Surplus Lines Tax	$ 5,250	$ 7,818
Stamping Fee	$ 60	$ 90
Workers Compenation	$ 199,513	$ 208,685
Crime 25-28 (3-Year Term - Per Year)	$ 8,513	$ 8,560
Cyber	$ 137,362	$ 135,378
Pollution (8/1/25 - 10/1/26)	$ 11,545	$ 3,911
Surplus Lines Tax	$ 404	$ 137
Stamping Fee	$ 5	$ 2
Drone	$ 12,090	$ 19,316
Volunteer Accident Coverage	$ -	$ 537
Third Party Adjuster	$ 234,441	$ 210,948
Service Fee - Alliant	$ 41,500	$ 40,500
	$ 2,012,710	$ 2,330,797

Percent Change	15.80%

Commercial Property Coverage

Insurance Company	Federal Insurance Company
A.M. Best Rating	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of December 12, 2024
Standard & Poor's Rating	AA (Strong) as of January 27, 2025
State Covered Status	Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2026
Policy #	TBD

Loss Limit of Insurance	$ 250,000,000	
Total Insured Value	$ 388,798,886	
Limits		
Building (Ordinance or Law Included)	$ 250,000,000	
Personal Property and EDP Property on Premises		
Business Income with Extra Expense	$ 7,000,000	
Flood (Low Hazard)	$ 5,000,000	
Flood (Moderate Hazard)	$ 2,500,000	
Flood (High Severe)	$ 2,000,000	
Earthquake (Annual Aggregate Limit)	$ 50,000,000	
Equipment Breakdown	Included	
Errors or Omissions	$ 1,000,000	
Mobile Equipment (ACV, Deductible: $10,000)	$ 1,500,000	
Business Income – Loss of Utilities	$ 25,000	
Deductible		
Building & Contents	$ 75,000	
Flood (Low Hazard)	$ 100,000	/48 Hour Waiting Period
Flood (Moderate Hazard)	$ 500,000	/48 Hour Waiting Period

Commercial Property Coverage - Continued

Deductible - Continued:

Flood (High Severe Hazard)	$	500,000	/72 Hour Waiting Period
Earthquake	$	100,000	/24 Hour Waiting Period
Wind/Hail	$	100,000	
Discharge of Water	$	100,000	/24 Hour Waiting Period

Cause of Loss Special (includes Theft)

Sub-Limits (Including, but not limited to and unless otherwise scheduled)

Accounts Receivable on Premises	$	5,000,000	
Valuable Papers on Premises	$	5,000,000	
Business Income – Ingress and Egress	$	50,000	
Fine Arts on Premises	$	250,000	
Preparation of Loss Fees	$	25,000	
Public Safety Service Charges	$	500,000	
Pollutant Clean Up or Removal	$	50,000	
Personal Property – Newly Acquired Premises	$	2,500,000	
Personal Property – Exhibition, Trade Show	$	75,000	
Personal Property in Transit	$	250,000	
Prohibition of Access	$	50,000	Occurrence
	$	100,000	Aggregate

***Property Co-insurance:** Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

See Disclaimer Page for Important Notices and Acknowledgement

Statement of Values

No.	Location Address	Occupancy	Building Values	Contents Values	Extra Expense	EDP	Total Values
1	150 W. Jefferson Joliet, IL	Municipal Building	$ 26,295,031	$ 885,347	$ 500,000	$ 708,428	$ 28,388,806
2	150 W. Washington Joliet, IL	Police Dept.	$ 26,972,428	$ 803,456	$ 500,000	$ 697,066	$ 28,972,950
3	110 N. Ottawa Joliet, IL	Parking Deck A	$ 17,790,645	$ 26,248	$ -	$ -	$ 17,816,893
4	11 E. Clinton Joliet, IL	Parking Deck B	$ 18,411,743	$ 26,248	$ -	$ -	$ 18,437,991
5	201 W. Jefferson Joliet, IL	Bicentennial Park	$ 3,714,809	$ 142,149	$ -	$ 10,190	$ 3,867,148
6	818 E. Cass Joliet, IL	Central Services	$ 3,723,534	$ 37,082	$ 500,000	$ -	$ 4,260,615
7	818 E. Cass - Rear Joliet, IL	Central Services	$ 5,394,945	$ 57,747	$ 500,000	$ 13,382	$ 5,966,074
8	400 N. Chicago #1. Joliet, IL	Mechanical Garage	$ 1,479,028	$ 151,434	$ 500,000	$ 17,489	$ 2,147,951
9	400 N. Chicago #2 Joliet, IL	Mechanical Garage	$ 766,300	$ 100,898	$ 500,000	$ -	$ 1,367,198
10	101 E. Clinton Joliet, IL	Fire Station #1	$ 4,845,680	$ 252,166	$ 500,000	$ 78,025	$ 5,675,871
11	319 Grover Joliet, IL	Fire Station #3	$ 709,445	$ 101,358	$ -	$ 18,687	$ 829,490
12	868 Draper Ave. Joliet, IL	Fire Station #4	$ 709,445	$ 101,358	$ -	$ 18,321	$ 829,124
13	661 Mason Joliet, IL	Fire Station #5	$ 709,445	$ 101,358	$ -	$ 17,265	$ 828,068
14	815 Campbell Joliet, IL	Station #2 (Old Fire Station #6)	$ 709,445	$ 71,285	$ -	$ 8,189	$ 788,919
15	2049 Oneida Joliet, IL	Fire Station #6	$ 1,216,200	$ 127,244	$ -	$ 16,082	$ 1,359,527
16	125 Houbolt Joliet, IL	Fire Station #7	$ 709,445	$ 101,358	$ -	$ 20,203	$ 831,006
17	2293 Essington Joliet, IL	Fire Station #8	$ 816,927	$ 113,721	$ -	$ 43,006	$ 973,654
18	2300 Michas Joliet, IL	Fire Station #9	$ 1,481,699	$ 118,809	$ -	$ 23,019	$ 1,623,527
19	7195 Caton Farm Joliet, IL	Municipal Bldg. Satellite	$ 1,131,196	$ 50,265	$ -	$ 25,231	$ 1,206,692
20	1021 McKinley Joliet, IL	East WWTP Complex	$ 7,692,658	$ 22,895,113	$ 500,000	$ 30,315	$ 31,118,086

Statement of Values - Continued

No.	Location Address	Occupancy	Building Values	Contents Values	Extra Expense	EDP	Total Values
21	4000 Channahon Rd.	West WWTP Complex	$ 8,938,181	$ 20,468,172	$ 500,000	$ 3,589	$ 29,909,941
	Joliet, IL	WTP	$ 515,181	$ 1,379,170	$ -	$ -	$ 1,894,351
		Well # 18D	$ 70,252	$ 201,571	$ -	$ -	$ 271,823
22	921 E. Washington	Public Works	$ 2,699,748	$ 1,067,954	$ 500,000	$ 122,211	$ 4,389,913
	Joliet, IL	Admin. Building					
23	921 E. Washington	Public Works	$ 2,890,261	$ 618,864	$ 500,000	$ 29,234	$ 4,038,360
	Joliet, IL	Services Building					
24	1203 Cedarwood	Maint. Facility	$ 5,192,548	$ 126,081	$ 500,000	$ 9,268	$ 5,827,896
	Joliet, IL	West Side					
25	1301 Fairmont Ave.	Fairmont & Garvin WTP	$ 1,990,474	$ 5,304,500	$ -	$ -	$ 7,294,974
	Joliet, IL	Well 24D	$ 117,087	$ 265,225	$ -	$ -	$ 382,312
		Booster Station	$ 368,823	$ 1,002,551	$ -	$ -	$ 1,371,374
		Water Reservoir	$ 1,683,706	$ -	$ -	$ -	$ 1,683,706
26	Farrel Rd. 1/2 Mile N.	Rock Well #3	$ 58,543	$ 304,799	$ -	$ -	$ 363,342
	of Rte. 6, Joliet, IL						
27	Gouger Rd. 1/2 Mile N.	Rock 1/Gravel #101	$ 58,543	$ 355,574	$ -	$ -	$ 414,118
	of Rte. 6, Joliet, IL	Well					
28	Rte. 6 1/4 Mile E. of	Gravel Well #102	$ 31,883	$ 51,053	$ -	$ -	$ 82,935
	Gougar Rd., Joliet, IL						
29	Gougar Rd. 1/2 Mile S.	Rock 2/Gravel #103	$ 59,000	$ 370,041	$ -	$ -	$ 429,041
	of Rte. 6, Joliet, IL	Well					
30	Bruce Rd. 1/2 Mile E of	Gravel Well #104	$ 32,199	$ 58,258	$ -	$ -	$ 90,457
	Gougar Rd., Joliet, IL			$ -			
				$ -			
31	Bruce Rd. 1/2 Mile E of	Gravel Well #105	$ 32,199	$ 58,258	$ -	$ -	$ 90,457
	Gougar Rd., Joliet, IL						
32	311 N. Ottawa St.	Ottawa Well	$ -	$ -	$ -	$ -	$ -
	Joliet, IL	ABANDONED					
33	1800 Elgin Ave.	Water Tower	$ -	$ -	$ -	$ -	$ -
	Joliet, IL	ABANDONDED					
34	141 N. Bluff	Bluff St.	$ 281,008	$ 753,239	$ -	$ -	$ 1,034,247
	Joliet, IL	Booster Station					
35	102 Ruby St.	Ruby St.	$ 40,453	$ 51,805	$ -	$ -	$ 92,258
	Joliet, IL	Booster Station					
36	2051 Oneida	Campbell St. Tower	$ 1,756,300	$ 53,045	$ -	$ -	$ 1,809,345
	Joliet, IL	WTP9D	$ 480,055	$ 1,304,907	$ -	$ -	$ 1,784,962
		Well 9D	$ 70,252	$ 201,571	$ -	$ -	$ 271,823
37	813 Campbell	Campbell St.	$ 109,476	$ 307,923	$ -	$ -	$ 417,399
	Joliet, IL	Booster					
38	107 Twin Oaks Dr.	Essington Well 10D	$ 1,346,497	$ 4,508,825	$ -	$ -	$ 5,855,322
	Joliet, IL	& Resevoir & WTP					
39	3340 Hennepin Dr.	Homart Well Tower	$ 1,756,300	$ 53,045	$ -	$ -	$ 1,809,345
	Joliet, IL	WTP 12D	$ 480,055	$ 1,304,907	$ -	$ -	$ 1,784,962
		Well 12D	$ 70,252	$ 201,571	$ -	$ -	$ 271,823
		Police Radio Bldg.	$ 38,011	$ 28,701	$ -	$ -	$ 66,712
40	2605 Ingalls Ave.	Well 11D & WTP &	$ 1,346,497	$ 4,508,825	$ -	$ -	$ 5,855,322
	Joliet, IL	Resevoir					

Statement of Values - Continued

No.	Location Address	Occupancy	Building Values	Contents Values	Extra Expense	EDP	Total Values
41	West Park Joliet, IL	West Park Pumping Station	$ 131,381	$ 206,876	$ -	$ -	$ 338,256
42	Henderson & Washington Joliet, IL	Henderson Lift Station	$ 12,923	$ 133,774	$ -	$ -	$ 146,697
43	30 N. Bluff St. Joliet, IL	Visitor Center	$ 413,385	$ 121,782	$ -	$ -	$ 535,167
44	4520 Black Rd. Joliet, IL	Black Rd. W. W. Pumping Station	$ 131,300	$ 264,044	$ -	$ -	$ 395,344
45	19 W. Cass St. Joliet, IL	Historical Museum	$ 9,898,834	$ 2,014,542	$ -	$ 25,000	$ 11,938,376
46	1481 Olympic Blvd. Joliet, IL	Water Tower & Control Building	$ 1,006,945	$ 15,914	$ -	$ -	$ 1,022,859
47	3200 Longford Dr. Joliet, IL	College Park Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
48	Terry Drive & Rte. 6 Joliet, IL	Crown Trigg Lift Station ABANDONED 2016	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
49	Benton & Maple Joliet, IL	Benton Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
50	2112 McDonough Joliet, IL	ST. Judes Lift Station	$ 12,923	$ 142,406	$ -	$ -	$ 155,329
51	1000 Essington Joliet, IL	Essington Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
52	Richards & Manhattan Joliet, IL	Richards Lift Station	$ 12,923	$ 142,406	$ -	$ -	$ 155,329
53	2801 Channahon Road Joliet, IL	Eco Lab Lift Station	$ 12,923	$ 176,171	$ -	$ -	$ 189,094
54	802 Lois Place Joliet, IL	Lois Place Lift Station	$ 12,923	$ 142,406	$ -	$ -	$ 155,329
55	3100 Edgecreek Joliet, IL	Gougar Rd. Lift Station	$ 18,741	$ 151,944	$ -	$ -	$ 170,685
56	2201 Ole Farm Rd. Joliet, IL	Riverside Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
57	4200 Rivertowne CT. Joliet, IL	Riverside Townes Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
58	3912 Fiday Rd. Joliet, IL	Squire Mill Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
59	4510 Sunset Ridge Joliet, IL	Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
60	2225 Greystone Dr. Joliet, IL	Wexford Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073

Statement of Values - Continued

No.	Location Address	Occupancy	Building Values	Contents Values	Extra Expense	EDP	Total Values
61	1833 Maypold Way Joliet, IL	Larkin's Point C221 Lift Station	$ 12,923	$ 131,193	$ -	$ -	$ 144,116
62	Empress Casino Joliet, IL	Lift Station	$ 12,923	$ 131,193	$ -	$ -	$ 144,116
63	Empress Hotel Joliet, IL	Lift Station	$ 12,923	$ 131,193	$ -	$ -	$ 144,116
64	334 W. Jefferson Joliet, IL	Gymnasium	$ 7,267,390	$ 11,670	$ -	$ -	$ 7,279,059
65	1900 Drauden Rd. Joliet, IL	WTP 15D Well 15D	$ 468,347 $ 70,252	$ 1,379,170 $ 201,571	$ - $ -	$ - $ -	$ 1,847,517 $ 271,823
66	4430 Mallard Joliet, IL	WTP #16D Well #16D	$ 70,252	$ - $ 201,571	$ - $ -	$ - $ -	$ - $ 271,823
67	3322 Maple Rd. Joliet, IL	Springview Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
68	Old Oaks Subdivison Joliet, IL	Old Oaks Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
69	399 Laraway Rd. Joliet, IL	Route 66 Lift Station	$ 25,847	$ 364,665	$ -	$ -	$ 390,512
70	5511 Stoneybrook Dr. Joliet, IL	Lakewood on Caton Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
71	706 Parkwood Joliet, IL	Parkwood Booster Station	$ 12,923	$ 80,361	$ -	$ -	$ 93,284
72	800 S. Richards St. Joliet, IL	Richard St. Booster Station	$ -	$ -	$ -	$ -	$ -
73	3201 E. Lightning Ct. Joliet, IL	Thunder Ridge Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
74	6869 Theodore St. Joliet, IL	Well # 17D & 19S	$ 101,361	$ 180,081	$ -	$ -	$ 281,442
75	500 E. Laraway Rd. Joliet, IL	Water Tower	$ 1,583,771	$ 15,758	$ -	$ -	$ 1,599,528
76	123 E. Jefferson St. Joliet, IL	Baseball Stadium	$ 29,455,183	$ 787,702	$ 500,000	$ 25,000	$ 30,767,885
77	141 E. Jefferson St. Joliet, IL	Stonich Bdg.	$ 334,366	$ 29,692	$ -	$ -	$ 364,058
78	150 1/2 Parks Joliet, IL	Knowlton Lift Station	$ 93,164	$ 112,551	$ -	$ -	$ 205,714
79	Mound Rd. 1/2 Mile E. of Empress Dr. Joliet, IL	Mound Rd. Pressure Reducing Station	$ 12,422	$ 5,517	$ -	$ -	$ 17,938
80	7700 Caton Farm Rd. Joliet, IL	Ridge Rd. Standpipe (water tank)	$ 1,267,016	$ 56,275	$ -	$ -	$ 1,323,291
		Police Radio Bldg.	$ 38,011	$ 28,138	$ -	$ -	$ 66,149

Statement of Values - Continued

No.	Location Address	Occupancy	Building Values	Contents Values	Extra Expense	EDP	Total Values
81	1711 N. Ridge Rd. Joliet, IL	Well 20D	$ 101,361	$ 135,061	$ -	$ -	$ 236,422
82	2510 N. Ridge Rd. Joliet, IL	Well 21D	$ 101,361	$ 135,061	$ -	$ -	$ 236,422
83	3002 Old Renwick Rd. Joliet, IL	Lakewood Falls Village Sewer Lift Station	$ 12,923	$ 131,151	$ -	$ -	$ 144,073
84	82 N. Barney Drive Joliet, IL	Well 22D	$ 102,509	$ 136,591	$ -	$ -	$ 239,100
85	2110 W. Theodore St. Joliet, IL	Well 23D	$ 102,509	$ 136,591	$ -	$ -	$ 239,100
86	2526 Maple Road Joliet, IL	Neufairfield Lift Station	$ 18,090	$ 147,465	$ -	$ -	$ 165,555
87	1700 Empress Rd Joliet, IL	Mound Rd. Industrial Lift Station	$ 18,090	$ 81,955	$ -	$ -	$ 100,044
88	8301 Jones Road Joliet, IL	Black Road WTP Well 25-D ASCBWWTP	$ 2,341,734 $ 93,669 $ 11,512,899	$ 6,153,220 $ 254,616 $ 16,443,950	$ - $ - $ 500,000	$ - $ - $ 9,245	$ 8,494,954 $ 348,285 $ 28,466,094
89	801 Barberry Way Joliet, IL	Well 27-D	$ 76,106	$ 206,876	$ -	$ -	$ 282,982
90	7500 Theodore St. Joliet, IL	Well 28-D	$ 76,106	$ 206,876	$ -	$ -	$ 282,982
91	800 Arbeiter Road Joliet, IL	Arbeiter Road Pumping Station	$ 936,693	$ 2,546,160	$ -	$ -	$ 3,482,853
92	4410 Theodore St. Joliet, IL	Theodore Lift Station	$ 87,815	$ 238,703	$ -	$ -	$ 326,518
93	1299 Spencer Rd. Joliet, IL	Spencer Lift Station	$ 87,815	$ 238,703	$ -	$ -	$ 326,518
94	1600 Cherry Hill Rd. Joliet, IL	Cherry Hill Lift Station	$ 70,252	$ 201,571	$ -	$ -	$ 271,823
95	1599 John D. Paige Joliet, IL	Fire Station # 10	$ 2,956,433	$ 184,781	$ -	$ 18,227	$ 3,159,441
96	401 W. Millsdale Road Joliet, IL	Millsdale Lift Station	$ 70,252	$ 201,571	$ -	$ -	$ 271,823
97	921 E. Washington Joliet, IL	WTP 5D Well 5D	$ 515,181 $ 70,252	$ 1,379,170 $ 201,571	$ - $ -	$ - $ -	$ 1,894,351 $ 271,823
98	1800 Sergeant Lane Joliet, IL	Caton Crossing Lift Station	$ 14,050	$ 131,552	$ -	$ -	$ 145,602
99	2645 Route 6 Joliet, IL	City Edge Lift Station	$ 14,050	$ 131,552	$ -	$ -	$ 145,602
100	1200 County Line Rd Joliet, IL	Cumberland South Lift Station	$ 14,050	$ 131,552	$ -	$ -	$ 145,602

Statement of Values - Continued

No.	Location Address	Occupancy	Building Values	Contents Values	Extra Expense	EDP	Total Values
101	3201 Mission Blvd. Joliet, IL	Springwood South Lift Station	$ 14,050	$ 131,552	$ -	$ -	$ 145,602
102	3410 Fiday Rd. Jolliet, Il	Fiday Rd. Lift Station (san.)	$ 14,050	$ 131,552	$ -	$ -	$ 145,602
103	1 E. Cass St. Joliet, IL 60432	Former Crabigale's	$ 936,693	$ -	$ -	$ -	$ 936,693
104	1101 Parkwood Dr. Joliet, IL	Water Tower	$ 3,383,805	$ 159,135	$ -	$ -	$ 3,542,940
105	2001 Arbeiter Road Joliet, IL	Roadways Maint. Facility	$ 3,044,254	$ 424,360	$ -	$ 1,700	$ 3,470,314
106	2501 Centerpoint Way Joliet, IL	Well #29 WTP #29	$ 480,055 $ 70,252	$ 1,304,907 $ 201,571	$ - $ -	$ - $ -	$ 1,784,962 $ 271,823
107	1301 Millsdale Road	Patterson Road Life Station	$ 14,050	$ 131,552	$ -	$ -	$ 145,602
108	2620 Millsdale Road	Vetter Road Lift Station	$ 14,050	$ 131,552	$ -	$ -	$ 145,602
109	663 River Street Joliet, IL	BillBoard	$ 321,988	$ -	$ -	$ -	$ 321,988
110	450 Laraway Rd Joliet, IL. 60433	Fire Station 3	$ 1,258,682	$ 118,809	$ -	$ 23,019	$ 1,400,510
111	920 Broadway Joliet, IL	Rich & Creamy	$ 23,417	$ -	$ -	$ -	$ 23,417
112	10 Chicago St Joliet , IL	Office	$ 1,159,158	$ -	$ -	$ -	$ 1,159,158
113	90 West Jefferson St. Joliet, IL 60432	Gateway Station	$ 20,490,169	$ -	$ -	$ -	$ 20,490,169
114	917 Washington Street Joliet, IL 60432	Garage	$ 165,548	$ -	$ -	$ -	$ 165,548
115	501 Richards Ave Joliet, IL 60432	Business	$ 1,076,063	$ -	$ -	$ -	$ 1,076,063
116	515 Richards Ave Joliet, IL 60432	Business	$ 1,214,020	$ -	$ -	$ -	$ 1,214,020
117	2400 Manhattan Rd. Joliet , IL	Sheriffs Facility Lift Station	$ - $ - $ -	$ 100,000	$ -	$ -	$ 100,000
118	3500 Channahon Rd. Joliet, IL	Rt. 6 Lift Station	$ - $ -	$ 100,000	$ -	$ -	$ 100,000
119	63 W. Jefferson St Joliet IL	Office Building	$ 250,000	$ 100,000			$ 350,000
120	9 S. Osgood Joliet, IL 60433	provements/Bettermen Public Works Garage	$ 2,000,000	$ -	$ -	$ -	$ 2,000,000
120	Employees Tools	Throughout City	$ -	$ -	$ -	$ -	$ 965,000
			$ 35,930,307	$ 3,034,989	$ -	$ 24,719	$ 39,955,015

Public Entity Excess Liability Coverage

Insurance Company	Safety National Casualty Corporation
A.M. Best Rating	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of November 15, 2024
Standard & Poor's Rating	A+ (Strong) as of September 25, 2024
State Covered Status	Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2026
Policy #	TBD

Coverage Form	Occurrence
General Liability (Occurrence)	
General Aggregate	$ 5,000,000
Products & Completed Operations Aggregate	$ 5,000,000
Personal & Advertising Injury	$ 5,000,000
Each Occurrence	$ 5,000,000
Damage to Premises Rented to You	$ 500,000
Medical Expense	Excluded
Employee Benefits Liability (Claims Made)	
Employee Benefits Each Employee	$ 5,000,000
Employee Benefits Aggregate	$ 5,000,000
Retroactive Date:	Full Prior Acts
Auto Liability Limits (Occurrence)	
Employee Benefits Each Employee	$ 5,000,000
Law Enforcement Liability (Occurrence)	
Each Occurrence	$ 5,000,000
Law Enforcement Aggregate	$ 5,000,000

Public Entity Excess Liability Coverage - Continued

Public Officials and Employment Practices Law Liability (Claims-Made)

Each Wrongful Act	$	5,000,000
POL/EPL Aggregate	$	5,000,000

Self-Insured Retained Limit $ 1,000,000 Each Occurrence

Defense Inside/Outside the Limit Outside the Limit

Standard Policy Provisions

All Premises/Operations and Products and Completed Operations Including:

- Blanket Contractual for Insured Contracts (per policy definition)
- Host Liquor Liability
- Incidental Medical Malpractice
- Limited Worldwide Products Liability (Suits in U.S.)
- Non-Owned Watercraft (Under 26 Feet)
- Explosion, Collapse and Underground Property Damage Liability
- Independent Contractors

Endorsement & Exclusions
(including but not limited to)

COVERAGE EXTENSIONS

- Broad Form Vendors Endorsement
- Good Samaritan Coverage

EXCLUSIONS

- Absolute Pollution Exclusion
- Aircraft and Airports
- Asbestos Exclusion
- Cyber/Network Liability Exclusion
- Employment Practices Exclusion
- ERISA Exclusion
- Expected or Intended Damage or Injury Exclusion
- Liability Assumed by Contract Exclusion
- Professional Liability of Legal Staff Exclusion
- Professional Opinions Paid for by Others Exclusion

Public Entity Excess Liability Coverage - Continued

Endorsement & Exclusions - Continued (including but not limited to)	• Workers Compensation Exclusion • Fungus, Spores or Mold Exclusion • Intellectual Property • Lead Exclusion • Mobile Equipment Exclusion – If a vehicle is subject to any of the following, it must be insured on a Commercial Auto Policy: ▪ License Plate Registration ▪ State Mandated Minimum Auto Liability Limits ▪ Uninsured or Underinsured Motorist Laws ▪ No Fault Coverage ▪ Similar State Laws • Nuclear Energy Exclusion • Professional Services Exclusion • Silica Exclusion • Violation of Statutes that Govern E-Mails, Fax, Phone Calls, or Other Methods of Sending Material or Information Exclusion • War Exclusion • Certified Acts of Terrorism • Communicable Disease Exclusion **Please Refer to Your Policy for All Exclusions**
Quote Valid Until	10/1/2025
Policy Auditable	Not Auditable
Binding Conditions	See Binding Subjectivities Recap Page

Named Insureds are covered for all operations. Additional Insureds are only covered with respect to their interest in your operations. See each individual policy for details.

See Disclaimer Page for Important Notices and Acknowledgement

First Layer Excess Liability Coverage ($10M xs $5M)

Insurance Company	Obsidian Specialty Insurance Company
A.M. Best Rating	A- (Excellent), Financial Size Category: VIII ($100 Million to less than $250 Million) as of February 25, 2025
Standard & Poor's Rating	N/A
State Covered Status	Non-Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2026
Policy #	TBD

Coverage Form	Occurrence
Limits	
Each Occurrence	$ 10,000,000
General Aggregate	$ 10,000,000
Defense Inside/Outside the Limit	Defense Cost follows Schedule of Underlying Insurance

Underlying Coverages & Limits	
General Liability	
Each Occurrence	$ 5,000,000
Aggregate	$ 5,000,000
Employee Benefits Liability	
Each Employee	$ 5,000,000
Aggregate	$ 5,000,000
Automobile Liability	
Each Occurrence	$ 5,000,000
Law Enforcement Liability	
Each Occurrence	$ 5,000,000
Annual Aggregate	$ 5,000,000

First Layer Excess Liability Coverage ($10M xs $5M) - Continued

Underlying Coverages & Limits - Continued

Public Officials & Employment Practices Liability		
Each Wrongful Act	$	5,000,000
Aggregate	$	5,000,000

Self-Insured Retention	$	5,000,000	xs Self-Insured Retained Limit

Endorsement & Exclusions
(including but not limited to)

- Certified Acts of Terrorism
- PFAS Exclusion

Please Refer to Your Policy for All Exclusions

Quote Valid Until	10/1/2025
Policy Auditable	Not Auditable
Binding Conditions	See Binding Subjectivities Recap Page

See Disclaimer Page for Important Notices and Acknowledgement

Second Layer Excess Liability Coverage ($5M xs $10M)

Insurance Company	Upland Specialty Insurance Company
A.M. Best Rating	A- (Excellent), Financial Size Category: VIII ($100 Million to less than $250 Million) as of June 5, 2025
Standard & Poor's Rating	N/A
State Covered Status	Non-Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2026
Policy #	TBD

Coverage Form Occurrence

Limits

Each Occurrence	$ 5,000,000
Aggregate	$ 5,000,000

Defense Inside/Outside the Limit Defense Cost follows Schedule of Underlying Insurance

Underlying Coverages & Limits

Excess Liability – Obsidian Specialty

Each Occurrence	$ 10,000,000
Aggregate	$ 10,000,000

General Liability

Each Occurrence	$ 10,000,000
Aggregate	$ 10,000,000

Employee Benefits Liability

Each Employee	$ 10,000,000

Automobile Liability

Each Occurrence	$ 10,000,000

Second Layer Excess Liability Coverage ($5M xs $10M) - Continued

Underlying Coverages & Limits - Continued

Law Enforcement Liability	
Each Occurrence	$ 10,000,000
Annual Aggregate	$ 10,000,000
Public Officials & Employment Practices Liability	
Each Wrongful Act	$ 10,000,000
Aggregate	$ 10,000,000

Endorsement & Exclusions (including but not limited to)	• Cyber • Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) • Access or Disclosure of Confidential or Personal Information and Data-Related Liability • Communicable Disease Exclusion **Please Refer to Your Policy for All Exclusions**
Quote Valid Until	10/1/2025
Policy Auditable	Not Auditable
Binding Conditions	See Binding Subjectivities Recap Page

See Disclaimer Page for Important Notices and Acknowledgement

Cyber Liability Coverage

Insurance Company	Travelers Casualty and Surety Company of America
A.M. Best Rating	A++ (Superior), Financial Size Category: XV ($2 Billion or greater) as of August 8, 2025
Standard & Poor's Rating	AA (Very Strong) as of June 24, 2025
State Covered Status	Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2026
Policy #	TBD

Coverage Form Claims-Made

CyberRisk Aggregate Limit: $5,000,000

Knowledge Date: August 1, 2018

P&P Date: August 1, 2018

Liability Limits

Privacy and Security	
Limit	$ 5,000,000
Retention	$ 150,000
• Knowledge Date: 08/01/2024	
• P&P Date: 08/01/2024	
Payment Card Costs	
Limit	$ 5,000,000
Retention	Subject to Privacy and Security Retention
Media Liability	
Limit	$ 5,000,000
Retention	$ 150,000
Regulatory Proceedings	
Limit	$ 5,000,000
Retention	$ 150,000

Cyber Liability Coverage - Continued

Breach Response		
Privacy Breach Notification		
Limit	$	5,000,000
Retention	$	150,000
Computer and Legal Experts		
Limit	$	5,000,000
Retention	$	150,000
Betterment		
Limit	$	100,000
Cyber Extortion		
Limit	$	5,000,000
Retention	$	150,000
Data Restoration		
Limit	$	5,000,000
Retention	$	150,000
Public Relations		
Limit	$	5,000,000
Retention	$	150,000
Cyber Crime		
Computer Fraud		
Limit	$	5,000,000
Retention	$	50,000
Funds Transfer Fraud		
Limit	$	5,000,000
Retention	$	50,000
Social Engineering Fraud		
Limit	$	100,000
Retention	$	5,000
Telecom Fraud		
Limit	$	100,000
Retention	$	5,000

Cyber Liability Coverage - Continued

Business Loss		
Business Interruption		
Limit	$	3,000,000
Dependent Business Interruption		
Limit	$	3,000,000
Dependent Business Interruption System Failure		
Limit	$	3,000,000
Dependent Business Interruption Outsource Provider		
Limit	$	3,000,000
Dependent Business Interruption Outsource Provider System Failure		
Limit	$	3,000,000
Reputation Harm		
Limit	$	250,000
Retention	$	5,000
System Failure		
Limit	$	3,000,000

Defense Inside/Outside the Limit — Within the Limit

Endorsement & Exclusions
(including but not limited to)

EXCLUSIONS

- Pollution Liability
- Bodily Injury
- War
- Intellectual Property
- Insured v. Insured

Please Refer to Your Policy for All Exclusions

Quote Valid Until — 10/1/2025

Policy Auditable — Not Auditable

Cyber Liability Coverage - Continued

Binding Conditions See Binding Subjectivities Recap Page

Named Insureds are covered for all operations. Additional Insureds are only covered with respect to their interest in your operations. See each individual policy for details.

See Disclaimer Page for Important Notices and Acknowledgement

Crime Coverage

Insurance Company	Travelers Casualty and Surety Company of America
A.M. Best Rating	A++ (Superior), Financial Size Category: XV ($2 Billion or greater) as of August 8, 2025
Standard & Poor's Rating	AA (Very Strong) as of June 24, 2025
State Covered Status	Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2028
Policy #	TBD

Coverage Form CRI-3001 01-09

Coverages	**Limits**	**Retention**
Employee Theft (Per Loss)	$ 1,000,000	$ 25,000
Forgery or Alteration	$ 1,000,000	$ 25,000
Computer Fraud	$ 1,000,000	$ 25,000
Money & Securities – On Premises	$ 1,000,000	$ 25,000
Money and Securities – In Transit	$ 1,000,000	$ 25,000
Funds Transfer Fraud	$ 1,000,000	$ 25,000

Coverage Highlights

- Coverage is Discovery Based
- ERISA Compliance: ERISA requirement is 10% of plan assets, including all employee health and welfare and profit-sharing plans, subject to a minimum of $1,000 and a maximum of $500,000. If the plan includes employee securities other than as a part of a broadly diversified fund such as a mutual or index fund, the maximum required amount of insurance is $1,000,000.
- Territory – United States, U.S. Virgin Islands, Puerto Rico or Canada. For loss under employee dishonesty coverage, an extension applies to employees while temporarily outside the coverage territory for a period of not more than 90 days.

Crime Coverage – Continued

Endorsements & Exclusions (including but not limited to)	• Acts Committed by the Insured, Partners or Members Exclusion • Acts of Employees Whose Prior Dishonesty was Known Exclusion • Indirect Loss Exclusion • Legal Expenses Exclusion **Please Refer to Your Policy for All Exclusions**
Quote Valid Until	10/1/2025
Binding Conditions	See Binding Subjectivities Recap Page

See Disclaimer Page for Important Notices and Acknowledgement

Workers' Compensation Coverage

Insurance Company	Safety National Casualty Corporation
A.M. Best Rating	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2.00 Billion) as of November 15, 2024
Standard & Poor's Rating	A+ (Strong) as of September 25, 2024
State Covered Status	Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2026
Policy #	TBD

Coverage

Maximum Limit of Indemnity per Occurrence		Statutory
Employers Liability - Maximum Limit of Indemnity Per Occurrence	$	2,000,000
Self-Insured Retention per Occurrence	$	900,000

Excluded Officer(s) **N/A**

State	Class Code	Description	25/26 Payroll
IL	3724	Machinery or Equipment Erection or Repair NOC & Drivers	$ -
IL	5190	Electric Wiring-Within Building & Drivers	$451,281
IL	5192	Vending/Coin Operated Mach Install/Service/Repair/Sales	$ -
IL	5506	Street or Road Construction: Paving or Repaving & Drivers	$6,313,108
IL	7380	Drivers, Chauffeurs and Their Helpers NOC-Commercial	$ -
IL	7520	Waterworks Operation & Drivers	$2,911,276
IL	7580	Sewage Disposal Plant Operation & Drivers	$2,548,562
IL	7710	Firefighters & Drivers	$26,916,596
IL	7720	Police Officers & Drivers	$30,454,515
IL	8380	Automobile Service or Repair Center & Drivers	$2,306,481
IL	8392	Automobile Storage Garage or Parking Station & Drivers	$ -
IL	8393	Automobile Body Repair	$ -
IL	8810	Clerical Office Employees NOC	$16,678,080
IL	8820	Attorney-All Employees & Clerical, Messengers, Drivers	$558,671
IL	9015	Building - Operation by Owner or Lessee	$546,205
IL	9402	Street Cleaning & Drivers	$ -
IL	9410	Municipal, Township, County or State Employee Noc	$4,317,548

Total Estimated Payroll: $94,002,323

Workers' Compensation Coverage - Continued

Endorsement & Exclusions: (including but not limited to)	• Broad Form all States for Employee Travel • Voluntary Compensation Endorsement • Waiver of Subrogation – Negligence Excluded • Illinois Cancellation Endorsement **Please Refer to Your Policy for All Exclusions**
Quote Valid Until:	10/1/2025
Policy Auditable	
Binding Conditions:	See Binding Subjectivities Recap Page

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3 A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3 C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

See Disclaimer Page for Important Notices and Acknowledgement

Pollution Liability Coverage

Insurance Company	Nautilus Insurance Company
A.M. Best Rating	A+ (Superior), Financial Size Category: XV (Greater than or Equal to $2.00 Billion) as of July 3, 2025
Standard & Poor's Rating	A+ (Strong) as of February 25, 2025
State Covered Status	Non-Admitted
Policy/Coverage Term	8/1/2025 to 10/1/2026
Policy #	CST2003544-24

Coverage

Covered Storage Tank Systems Cleanup Costs and Third-Party Bodily Injury and Property Damage Liability (Coverage A & B)		
Per Claim	$	1,000,000
Total All Claims	$	1,000,000
Deductible per Claim	$	5,000
Defense (Coverage E)		
Per Claim	$	250,000
Total All Claims	$	250,000

Tank Location Schedule

Westside Maintenance Facility – 1203 Cedarwood Drive Joliet, IL 60435	2 UST (Retro: policy inception)
#1 Arbeiter – 2004 Arbeiter Road Joliet, 60586	2 UST (Retro: 12/02/2011)
East Side Maintenance Facility – 818 East Cass Street Joliet, IL 60432	2 UST (Retro: policy inception)

Endorsements & Exclusions
(including but not limited to)

- Exclusion of Punitive Damages Related to a Certified Act of Terrorism
- Office of Foreign Asset Control Exclusion Endorsement

Please Refer to Your Policy for All Exclusions

Binding Conditions Coverage was bound effective 8/1/2025

See Disclaimer Page for Important Notices and Acknowledgement

Aviation Insurance – Unmanned Aircraft Coverage

Insurance Company	Federal Insurance Company
A.M. Best Rating	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of December 12, 2024
Standard & Poor's Rating	AA (Strong) as of January 27, 2025
State Covered Status	Admitted
Policy/Coverage Term	11/9/2025 to 10/1/2026
Policy #	TBD

Coverage Form Occurrence

Territory: Worldwide

Aircraft Use: All operations of the Named Insured.

Pilots: The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the named Insured and appropriately licensed for the flight being conducted.

Liability Limit

Each Occurrence Limit	$	5,000,000
Personal and Advertising Injury Aggregate Limit	$	5,000,000
Fire Legal Liability	$	100,000
Medical Expenses	$	5,000

Physical Damage

(a) Subject to Paragraph (b) below, the limit of insurance for a scheduled aircraft is its insured value, less any applicable deductible.

(b) The insured value of any newly acquired aircraft or any scheduled aircraft modified during the policy period is subject to the Maximum Insured Value Limit which shall be the highest insured value of any scheduled aircraft insured at the time such newly acquired aircraft is acquired or such modified scheduled aircraft is modified.

Description of Insured Aircraft: The insurance afforded is only as respects the scheduled aircraft shown in the Aircraft Schedule(s) made part of this policy and to any newly acquired aircraft.

Aviation Insurance – Unmanned Aircraft Coverage - Continued

Aircraft Schedule

Year, Make and Model	Identification Number	*Insured Value* (100%)	Deductibles *In Motion*	Deductibles Not *In Motion*
2020 DJI INNOVATIONS MAVIC 2 ENTERPRISE	4GCCJ3QR0A03GT	$6,300	10%	10%
2020 DJI INNOVATIONS MAVIC 2 ENTERPRISE	298DG6B00161K9	$3,000	10%	10%
2020 DJI INNOVATIONS MAVIC 2 ENTERPRISE	276DFAP0018JM1	$2,000	10%	10%
2020 DJI INNOVATIONS MAVIC MINI	1SZCH7R4U2C7R7	$500	10%	10%
AUTEL ROBOTICS EVO II PRO ENTERPRISE	HA2922101375	$4,250	10%	10%
2023 DJI INNOVATIONS MAVIC 3E	1581F5FJD22BF00BD8R4	$6,000	10%	10%
2023 DJI INNOVATIONS AIR 2S	1581F3YTBJ6K003007MO	$1,499	10%	10%
2023 DJI INNOVATIONS MATRICE 30T	1581F58KD22CD00CP370	$15,000	10%	10%
2023 DJI INNOVATIONS MAVIC 3T	FA3WL9K3H9	$6,000	10%	10%

Endorsement & Exclusions
(including but not limited to)

- Asbestos
- Noise, Pollution, and other Perils
- Trade of Economic Sanctions and Conformity with Law
- Nuclear Risks
- Munitions
- Employment Related Practices

Please Refer to Your Policy for All Exclusions

Quote Valid Until

11/9/2025

Binding Conditions

See Binding Subjectivities Recap Page

See Disclaimer Page for Important Notices and Acknowledgement

Volunteer Accident Coverage

Insurance Company	Federal Insurance Company
A.M. Best Rating	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of December 12, 2024
Standard & Poor's Rating	AA (Very Strong) as of January 27, 2025
State Covered Status	Admitted
Policy/Coverage Term	10/1/2025 to 10/1/2026
Policy #	TBD

Coverage Form Per Policy

Benefit

Accidental Death	$	50,000
Accidental Dismemberment		
One Member	$	50,000
Two Members	$	100,000
Thumb & Index Finger	$	25,000
Aggregate Limit	$	1,000,000
Coma	1% of Principal Sum per Month	
Paralysis		
Quadriplegia	$	100,000
Hemiplegia	$	100,000
Paraplegia	$	100,000
Uniplegia	$	50,000
Temporary Total Disability (TTD)*		
Weekly Benefit Amount	$	250
Benefit Period		52 Weeks
Elimination Period		7 Days

*TTD is not available in California

Volunteer Accident Coverage - Continued

Benefit - Continued

Temporary Total Disability (TTD)* - Continued		
Accident Medical Expense Benefit Coverage	$	100,000
Incurred Period		180 Days
Benefit Period		52 Weeks
Deductible	$	0

Number of Participants	100
Total Rate per Person	5.37
Quote Valid Until	10/1/2025
Binding Conditions	See Binding Subjectivities Recap Page

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

Target Coverages

	Yes	No
MANAGEMENT LIABILITY		
Directors & Officers Liability	☐	☐
Fiduciary Liability	☐	☐
Selecting the "Reject All or Accept All" option will override any selections you have made above	☐ Reject All ☐ Accept All for Consideration	

Signature of Authorized Insurance Representative **Date**

Title

Printed / Typed Name

Optional Coverages – Continued

Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Employed Lawyers
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Media and Publishers Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free
https://consumers.ambest.com/content.aspx?rec=261613
http://www.irmi.com/online/insurance-glossary/default.aspx

Request to Bind Coverage

City of Joliet

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Commercial Property	☐
Commercial General Liability	☐
Commercial Auto	☐
Public Officials and Employment Practices Liability	☐
Law Enforcement Liability	☐
First Layer Excess Liability (Upland)	☐
Second Layer Excess Liability (Starstone)	☐
Third Layer Excess Liability (Arch)	☐
Cyber Liability	☐
Crime	☐
Workers' Compensation	☐
Aviation - Unmanned Aircraft	☐
Volunteer Accident	☐

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
☐	☐

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative **Date**

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

Binding Subjectivities Recap

ALL coverages require

- A written request to bind coverage.
- All Surplus Lines Taxes/Fees are Fully Earned (only applies to a non-admitted carrier)

Additional subjectivities are listed below by Coverage Line.

Coverage Line and Description of Subjectivity(ies)

Commercial Liability

- Signed terrorism form.
- Confirmation status of TPA updating reserves on the 5/22/24 loss.
- Agreement to discuss anonymous reporting system with Safety National risk control team.

Property

- Signed terrorism form.

Workers' Compensation

- Receipt, review, and approval of completed watercraft supplemental application.

First Layer Excess Liability (Upland)

- Signed terrorism form.

Second Layer Excess Liability (StarStone)

- Signed terrorism form.

Third Layer Excess Liability (Arch)

- Signed terrorism form.

Pollution

- Signed application and terrorism form.

Drone

- Signed application and terrorism form.

Binding Subjectivities Recap – Continued

Volunteer Accident

- Signed application

Crime

- Signed application

Cyber

- Signed application

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind coverage prior to our receipt and underwriting acceptance of the above information. However, if we do bind coverage prior to such acceptance, the terms and conditions as indicated above may be amended until such receipt and acceptance. Any agreement to bind coverage in connection with this proposal must be in writing from an authorized employee of the Insurer

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 495-25

File ID: 495-25 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/02/2025

Department: **Final Action:**

Title: Approval of Property, Liability, Workers Compensation Insurance Renewal

Agenda Date: 09/16/2025

Attachments: Joliet Liability Proposal 25-26.pdf

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/5/2025
1	2	9/9/2025	Kathy Franson	Approve	9/10/2025
1	3	9/9/2025	Kevin Sing	Approve	9/11/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 496-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Approval of Group Health, Dental, Vision, and Life Insurance Renewal for Active Employees

BACKGROUND:
The City provides group health, dental, vision, and life insurance benefits ("benefits") to its employees. Benefits are governed by ordinance for non-union employees and by collective bargaining agreements for union employees. The City provides insurance for approximately 120 non-union employees/officials, 725 union employees, and 745 retirees.

The purpose of this agenda item is to renew the contract with Blue Cross Blue Shield for health, dental and vision, and adopt benefits for active employees. Retiree benefits will be reviewed in a future separate action. The City has seen positive results both financially and in employee/official satisfaction to the changes we made in 2025. Positive financial results are supported by the average claim per covered member. The new $500 and $750 deductible plans were an average of $5,435.71 per covered member, while the legacy $250 deductible plan was $8,047.23 per covered member. Based on this information, we have calculated that the City saved between $250,000 and $500,000 by implementing the new plan designs. This cost savings is supported by the shift to virtual visits and primary care doctors versus immediate care and emergency room visits.

Blue Cross Blue Shield is estimating that our cost in 2026 will increase by 11.79%. Included in this cost increase is the cost of claims administration, prescription drug rebates, and the cost of stop loss coverage for claims more than $240,000 per covered individual.

Renewal of Claims Administration and Stop Loss Coverage.

The current fee structure for Blue Cross Blue Shield consists of administration fees for processing claims, stop loss premiums, and life insurance premiums. Stop loss is insurance coverage to cap the City's exposure for medical claims to $240,000. If a covered member's total claims exceed $240,000, stop loss coverage will pay the amount above $240,000. The medical renewal is increasing from a credit of $0.50 to a cost of $2.91 per covered member. Dental and life costs are the same as 2024. Detailed costs are attached to this memo.

Coverage

Staff reviewed the current vision benefit and are recommending that the benefit be updated to a more traditional vision plan for those who select the $500 or $750 deductible plans. The proposed vision benefit provides employees with lower rates on exams, coverage for lenses, and allowances for frames and contacts. This plan uses the EyeMed vision network and is managed by Blue Bross Blue

Shield. Unlike the current benefit, this benefit is a fully insured vision plan. The City will pay premiums based on the census enrolled. Our broker has negotiated a 4-year rate guarantee for the plan. With the current collective bargaining agreements, this benefit can only be offered to non-union employees. A comparison of the plans is attached to this memo. The cost impact of offering the new vision plan is minimal at $15.00 per member. To fund this benefit, we propose eliminating the Hinge Health benefit which has low utilization. The elimination of Hinge and addition of vision will save the City nearly $30,000.

CONCLUSION:
Approval of this item will renew employee insurance for 2026.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Group Health, Dental, Vision, and Life Insurance Renewal for Active Employees as outlined above.

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Blue Cross Blue Shield Renewal

The following chart is a summary of the fees for the current year and for the renewal on a per covered member basis.

	2025	**2026**
Administrative Fees	$71.76	$74.27
MD Live fees	$0.52	$0.52
Stop Loss Coverages	$119.18	$142.75
Total Fees	$191.46	$227.54
Medical Rebate	($2.50)	($2.50)
RX Rebates	($189.46)	($212.13)
Total Rebates	($191.96)	($214.63)
Medical Net Per Member Cost	**($.50)**	**$2.91**
Dental Administration	$3.76	$3.76
Life Insurance per $1,000 coverage (Rate Guarantee until 2027)	$0.702	$0.702

Vision Plan Comparison

Vision		BlueCross BlueShield of Illinois			Blue Cross Blue Shield of Illinois / EyeMed	
Service & Copays			**Service & Copays**		**In Network**	**Out Network**
Carrier		BlueCross BlueShield	Provider Network		Insight	
Vision Exam		1 Annual Vision Exam Covered at 100%	Eye Exam Copay		$0 Copay	Up to $30
Annual Reimbursement Amount (Lenses & Frames)		$150 / $200 Annual Allowance	Materials Copay		$20 Copay	Reimbursement Varies
Frequency			**Frequency**			
Examination			Exams		12 months	
Frames			Frames		24 months	
Lenses (glasses or contacts)			Lenses		12 months	
Benefits			**Benefits**			
Single Vision Lenses			Single Vision Lenses		$20 Copay	Up to $25
Bifocal Lenses			Bifocal Lenses		$20 Copay	Up to $40
Trifocal Lenses			Trifocal Lenses		$20 Copay	Up to $55
Lenticular Lenses			Lenticular Lenses		$20 Copay	Up to $55
Frames			Frames		$200 Allowance +20% Off Balance over $200	Up to $50
Elective Contact Lenses			Elective Contact Lenses		Up to $200 / 15% off balance	Up to $120
Necessary Contact Lenses			Necessary Contact Lenses		Covered in full	Up to $210
Employer Premium Contribution			Employer Premium Contribution		Contributory	
Rate Guarantee			Rate Guarantee		4 Year RG until January 1, 2030	
Vision	**EE**	**Rate** **Total**	**Vision**	**E**	**Rate**	
Employee:			**Employee:**	15	$6.16	
Employee + Spouse:			**Employee + Spouse:**	21	$12.32	
Employee + Child(ren):			**Employee + Child(ren):**	2	$17.68	
Family:			**Family:**	47	$25.75	
Total Monthly:			**Total Monthly:**		$1,596.73	

2026 Benefit summary

Plan	Grandfathered $250 Deductible	$500 Deductible	$750 Deductible
Medical	No change	No change	No change
Prescription Drugs	No change	No change	No change
Dental	No change	No change	No change
Vision	No change	New Vision plan	New Vision Plan
Life	No change	No change	No change
Non Union employee shares per payroll			
Employee	$69.03	$29.96	$29.22
Employee + 1	$133.67	$58.01	$56.58
Family	$175.78	$76.28	$74.40
Union employee shares per payroll			
Employee	$50.00	N/A	N/A
Employee + 1	$50.00	N/A	N/A
Family	$50.00	N/A	N/A

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 496-25

File ID: 496-25 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/10/2025

Department: **Final Action:**

Title: Approval of Group Health, Dental, Vision, and Life Insurance Renewal for Active Employees

Agenda Date: 09/16/2025

Attachments: BCBS IL Renewal.docx, Vision Plan.docx, Benefits Summary.docx

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/10/2025	Gina Logalbo	Approve	9/12/2025
1	2	9/11/2025	Kevin Sing	Approve	9/12/2025
1	3	9/11/2025	Todd Lenzie	Approve	9/15/2025
1	4	9/12/2025	Beth Beatty	Approve	9/15/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 497-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of Professional Services Contract for the Phase I Engineering Services for the Laraway Road Grade Separation and Roadway Improvement Project (Brandon Road to IL RT 53) - Section No. 24-00570-00-GS to Crawford, Murphy, and Tilly, Inc. in the Amount of $2,869,964.00

BACKGROUND:
The Illinois Commerce Commission (ICC) has identified the Union Pacific Railroad (UPRR) crossing on Laraway Road (located approximately 0.5 mile west of IL Rte 53) as one of the highest rail crossing safety concerns within the State. The City has entered into an agreement with the ICC and Illinois Department of Transportation (IDOT) to complete a Phase I study for a proposed railroad grade separation. The City will be the lead agency for the project with the cost of the Phase I study to be provided to the City from the ICC through a reimbursable grant.

The Public Service Committee will review this matter.

CONCLUSION:
The City has followed the Illinois Department of Transportation Bureau of Local Roads and Streets Manual procedures for retaining a professional consultant to complete engineering services. The manual states that the selection of a consultant is to be based on Qualified Base Selection (QBS) criteria for consultant engineering services if Federal funding is utilized for a project. Although no Federal funding is currently appropriated towards this project, the QBS procedure was utilized for consultant selection to ensure that the project would be eligible should Federal grant funding become available for future engineering or construction phases of the project.

An announcement for the acceptance of consultant Statement of Qualifications (SOQ's) submittals for the Phase I Engineering Services was posted on the City's website. All submittals received were then evaluated and ranked by a selection committee. After a review of the SOQ's and consultant interviews, Crawford, Murphy, and Tilly, Inc. (CMT) was selected for the Phase I Engineering Services. CMT has submitted a proposal including a Scope of Services and Cost Estimate of Consultant Services for the Phase I Engineering services for the project. The Scope of Services and Cost Estimate of Consultant Services have been reviewed and are acceptable to the Department of Public Works, the ICC, and IDOT. The services will be awarded utilizing time and material rates as submitted at a total cost of $2,869,964.

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.

Funding for this project will be provided by the ICC. The City will pay initial billing then be reimbursed by the ICC. Sufficient funds exist utilizing Capital Improvement Funds (Org 30090270, Object 420100, $2,869,964.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award a Professional Services Contract for the Phase I Engineering Services for the Laraway Road Grade Separation and Roadway Improvement Project (Brandon Road to IL Rt 53) - Section 24-00570-00-GS to Crawford, Murphy, and Tilly, Inc. in the amount of $2,869,964.00.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 497-25

File ID: 497-25 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Works **Final Action:**

Title: Award of Professional Services Contract for the Phase I Engineering Services for the Laraway Road Grade Separation and Roadway Improvement Project (Brandon Road to IL RT 53) - Section No. 24-00570-00-GS to Crawford, Murphy, and Tilly, Inc. in the Amount of $2,869,964.00

Agenda Date: 09/16/2025

Entered by: smikos@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/9/2025
1	2	9/8/2025	Greg Ruddy	Approve	9/10/2025
1	3	9/9/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 498-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Award of Contract for the City Square Sculpture to Sijia Chen Studio in an Amount Not to Exceed $197,000.

BACKGROUND:
The approved City Square design reserved space for a “signature” art installation located approximately 100 feet west from the Rialto Square Theater’s main entrance. The City issued a Request for Proposals (RFP) to enter into a contract with an accomplished artist to create an iconic signature sculpture at the designated location. After careful review and an extensive public input process, the Joliet Arts Commission is recommending “Dome of Unity” by artist Sijia Chen for the reserved space in City Square.

The City issued an international call for artists through a competitive RFP process in February of 2024. Fifty artists submitted proposals. A review committee of two Arts Commission members and three city staff members screened the initial submissions for compliance with the RFP and chose fourteen submissions to advance onto the sub-finalist stage, where submissions would be reviewed and voted upon by the public. Nearly 3,000 online and in-person votes were cast as a part of the public sub-finalist review process. Six entries that received more than 200 votes were selected to advance as finalists. The artists that created the six finalist entries presented their final conceptual designs to the Arts Commission at its September 18, 2024, meeting. The Arts Commission then held a special meeting on October 2, 2024, to select its final recommended sculpture for Mayor and City Council approval.

The recommended sculpture, “Dome of Unity” is a 12’-tall and 19’-wide domed structure that is intended to be functional, adaptive, and creatively driven. The dome would be made of stainless steel with an acrylic polyurethane paint (white) and would contain an anti-graffiti coating.

Chinese paper cut techniques would be embedded into the structure. The paper cut art techniques would dynamically present a diverse range of subject matter in figurative and abstract forms. Functionally, the paper cut sections of the dome would reduce the mass of the structure, allow for the passage of light and air, and the enhancement of structural rigidity for wind loads and other adverse weather conditions. Paper cut sections will also cast a series of unique shadows throughout the square, which would change during different times of the day and as various lighting techniques are used to illuminate the structure. Cutout size and shape would be optimized to prevent climbing.

The visual content for the paper cut sections would be explored and developed through site visits and a community engagement program, which would give the public a direct opportunity to contribute to

the artwork's final design. This will allow the sculpture to proactively reflect and respond to individual and communal narratives and values it wishes to see incorporated into the signature sculpture design. The artist proposes two-part community engagement process, consisting of town hall-style meetings and papercut technique workshops to gather community input into the final design. The artist will also supplement in-person community engagement with a project website that will allow for continuous public input and distribution of project information.

The proposed commission of $197,000 is all-inclusive of all associated project costs for the artist, minus site lighting and landscaping costs. The Planning Division's Contractual Services budget (Org: 02020400; Obj: 524200) will cover $95,000 in expenses that are anticipated to be owed in 2025, per the proposed contract. The remaining amount of $102,000 will be paid out of the Community and Economic Development Department's Administrative Expenses budget (Org: 02001000; Obj: 523300). Upon final execution of the project contract, the artist estimates approximately eight months are needed until the sculpture is installed and completed for public viewing.

CONCLUSION:
Approval of the award of contract for the City Square Sculpture to Sijia Chen Studio will allow staff to execute the project contract with the artist, with the goal of having the City Square sculpture installed by the date of the Rialto Square Theater's 100th Anniversary Gala on May 16, 2026. Upon contract execution, the artist will engage in an approximate 8-month long process to create a signature sculpture piece for City Square, which will also include community engagement.

RECOMMENDATION:
The Administration concurs with the recommendation of the Joliet Arts Commission and recommends that the Mayor and City Council award the Contract for the City Square Sculpture, in the amount of $197,000, to Sijia Chen Studio.

CITY OF JOLIET
CITY SQUARE SCULPTURE
PROPOSAL

SIJIA CHEN STUDIO



PREVIOUS WORKS













PREVIOUS WORKS













CREATIVE PRINCIPLES

- A prominent landmark
- A symbol of community
- A complement to its surroundings

DOME OF UNITY




RIALTO
WHEN THE RIGHT ONE COMES ALONG
NELLA & DOMINIC
JULY 16, 2022









- **Dimensions: 19’ Width, 12’ Height, 14’ Depth**
- **Material: Stainless steel, acrylic polyurethane paint, anti-graffiti coating**
- **Cutout design shown above is a placeholder, actual imagery to be developed through community engagement process**
- **Cutout size and shape will be optimized to prevent climbing**
- **Minimal maintenance – periodic water rinses and mild non-abrasive detergents**




RIALTO







COMMUNITY ENGAGEMENT PROCESS

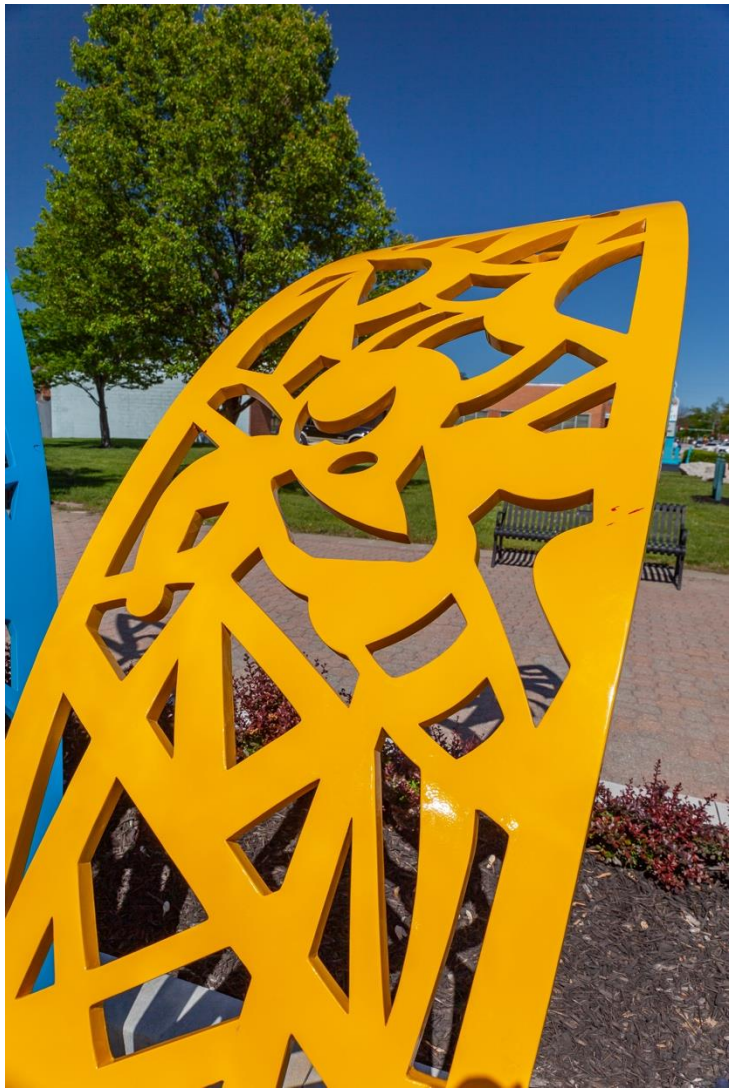
Part One: Town Hall Meetings, Talks and Site Visits

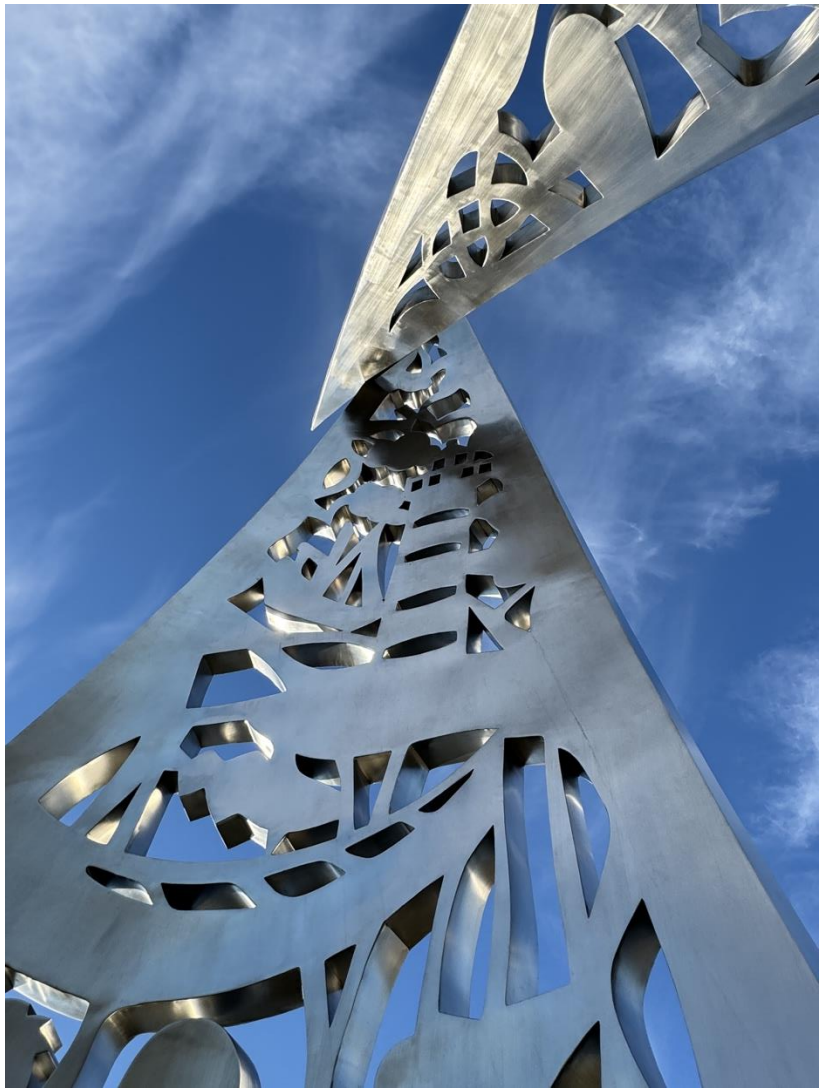
Gather community responses to curated questions, then translate insights into visual cutout designs**.**

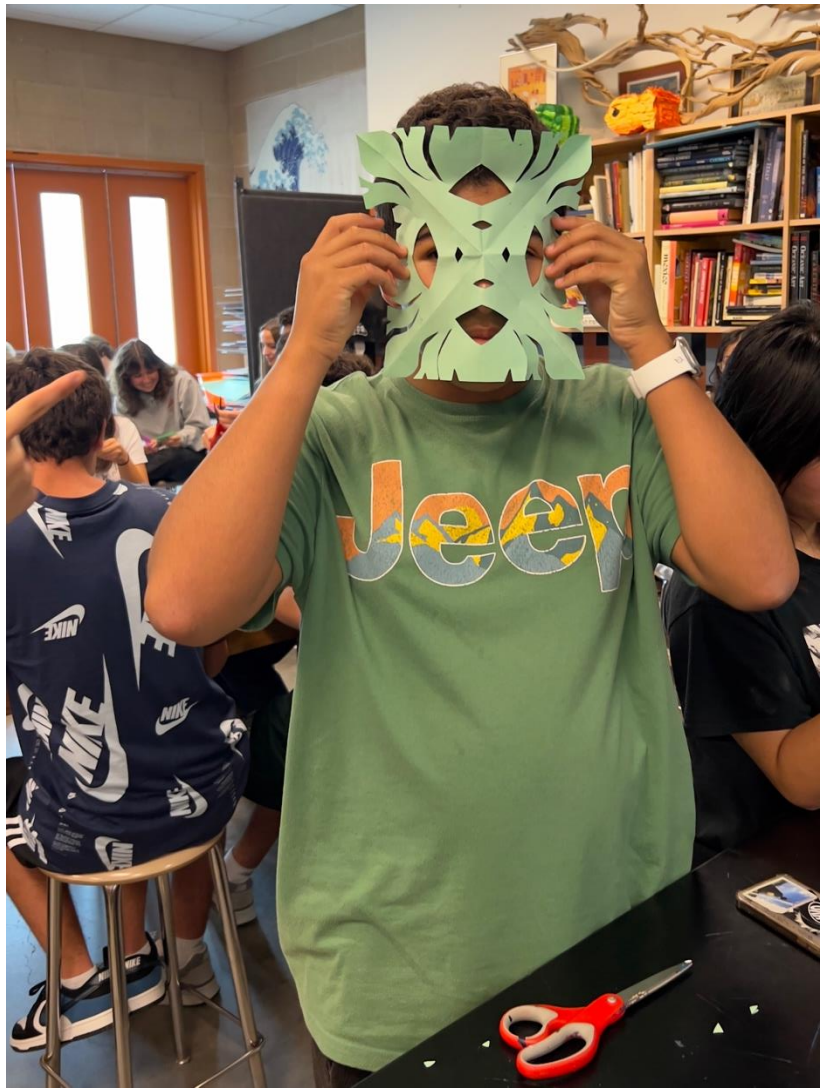
Part Two: Papercut Workshops

Public can create their own cutout designs for potential inclusion in the final artwork.

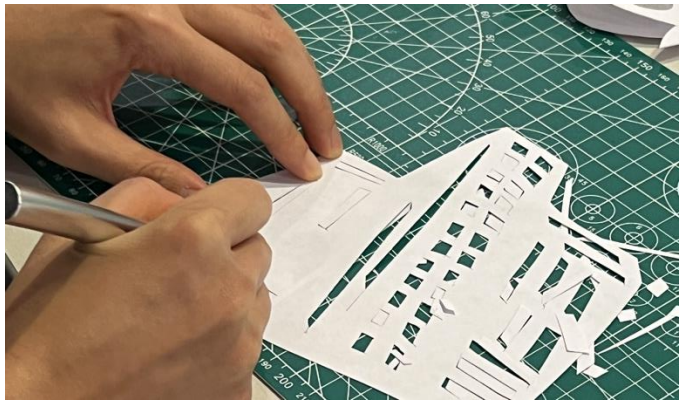
PREVIOUS PROJECTS







PREVIOUS COMMUNITY ENGAGEMENT ACTIVITIES



















COMMUNITY ENGAGEMENT WEBSITE

Supplement in-person meetings and workshops

- **About Page – Introduce and distribute project information to the public**
- **Connect Page – Solicit responses, ideas, and papercut designs to potentially be included in artworks' final designs**
  - **Q&A Page**
  - **Image uploading page**
- **Gallery Page – Feature all visual submissions**
- **News Page – Document and publicize and every step of the project**

Dome of Unity

Home About Artist News Connect Gallery







Dome of Unity

Home About Artist News Connect Gallery

Please share your perspectives!

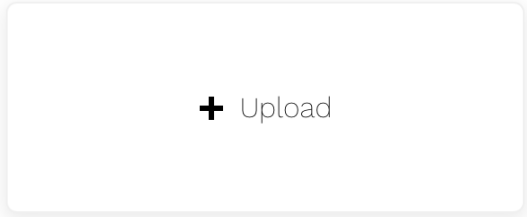
When you think of Joliet, what comes to mind?

What symbols or imagery do you associate with Joliet, and how might they be depicted in public art?

What is your favorite architecture in Joliet?

Submit Answers

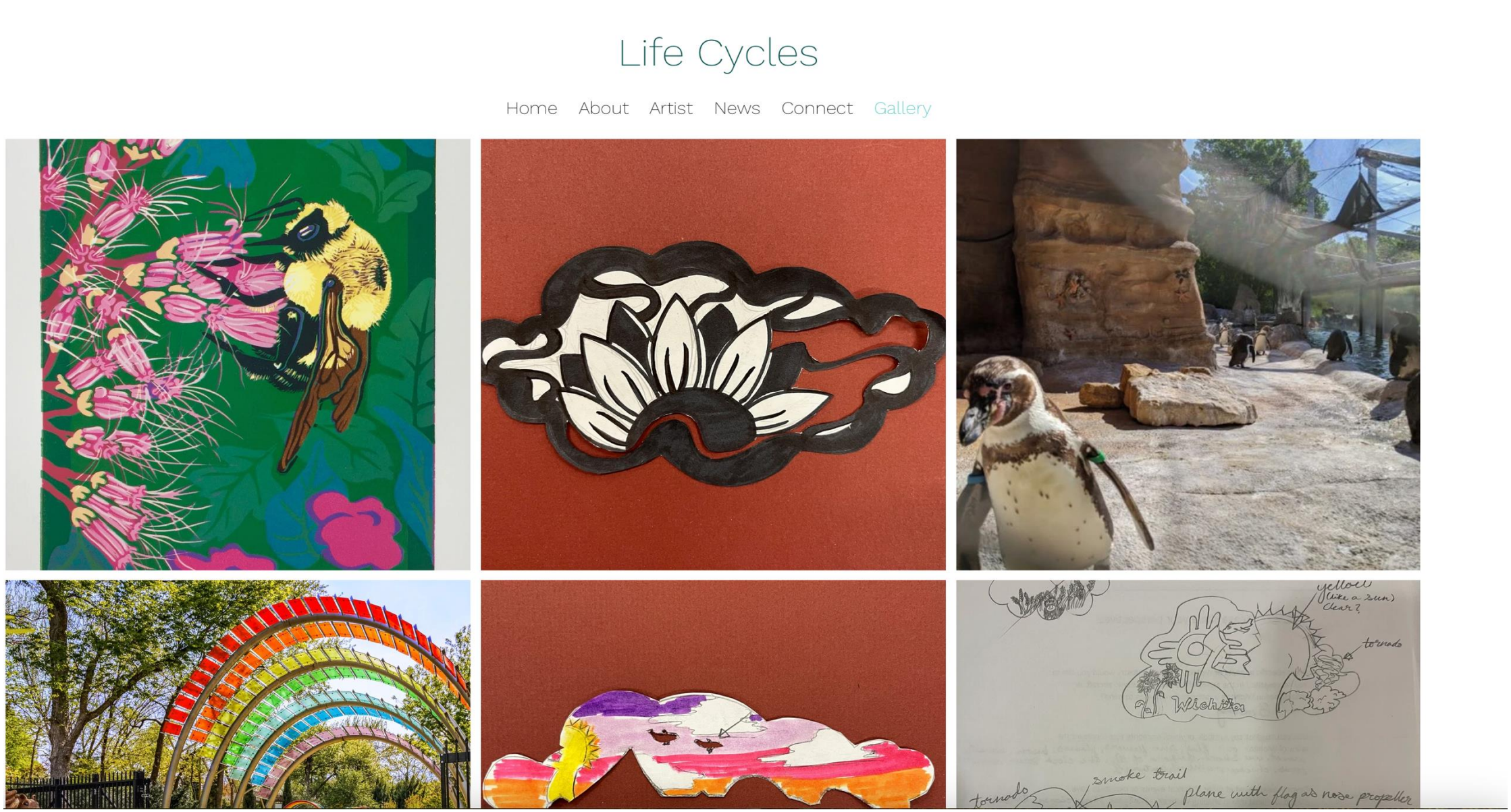
Would you like to contribute any images or paper-cut designs that related to the questions above?



Maximum size 1mb

Submit Images

*** Potential community engagement questions and photos upload page**



*** Submissions for previous projects**



THANK YOU

PROPOSAL SUBMITTER INFORMATION PAGE

PLEASE INCLUDE THIS PAGE WITH YOUR EMAIL OR MAIL PROPOSAL SUBMITTAL

The executing of this Proposal Submitter Information Page certifies understanding and compliance with the total Proposal submittal.

Submitter (Person, Organization, Business or Company): Sijia Chen Studio

Address: 5633 Observation Ln

City: Los Angeles **State:** CA **Zip:** 90028 **Country:** USA

Daytime Telephone #: 310-384-5734 **After Hour Telephone #:** 310-384-5734

Contact Person: Michael Pak

Address: 5633 Observation Ln

City: Los Angeles **State:** CA **Zip:** 90028 **Country:** USA

Daytime Telephone #: 310-384-5734 **After Hour Telephone #:** 310-384-5734

Acknowledgement that all Addendum have been reviewed: Y /N Y

Signature of Submitter or Authorized Agent: 

Date: May 30, 2024

S I J I A C H E N

www.sijiachen.com | Instagram: @sijiachenart | sijia@sijiachen.com

EDUCATION

2011 **Master of Fine Arts,** Painting, Drawing & Sculpture, Tyler School of Art, Temple University, Philadelphia, PA
2010 **Printmaking Apprentice Training Program,** The Fabric Workshop and Museum, Philadelphia, PA
2009 **Bachelor of Fine Arts,** Painting, Guangzhou Academy of Fine Arts, Guangzhou, China

PUBLIC ART COMMISSIONS

2024 **Cloud Field**, Northwest Water Facility, Wichita, KS(currently in progress)
2024 Little Lamb Preschool, El Cerrito, CA(currently in progress)
2023 **Endeavor**, Bohenko Gateway Park, Portsmouth, NH
2023 **Twin Peaks**, Seattle Tacoma International Airport, Seattle, WA
2020 **Blossom**, Central Railway Station, Shantou, China
2019 **Bloom**, Richards Park, North Kansas City, MO
2019 **Voyage Beyond**, Times Square Park, Shantou, China
2018 **Arbor**, Claremont City Hall, Claremont, CA
2017 **SWA**, Jieyang Chaoshan International Airport, Jieyang, China
2017 **Tea and Tree**, Jieyang Chaoshan International Airport, Jieyang, China

SOLO EXHIBITIONS

2023 **Sijia Chen,** Chan Clan Museum, Guangzhou, China
2020 **Light and Shadow,** Canton Cultural Center, Guangzhou, China
2016 **Art and Sustainability,** Net Impact Los Angeles, Culver City, CA
2014 **Sijia Chen,** South Bay Contemporary, San Pedro, CA
2014 **Playground,** Fei Gallery, Guangzhou, China
2013 **Home - New Work by Sijia Chen,** Art Museum of Shantou University, Guangzhou, China
2011 **Wander-Land,** Temple University Gallery, Tyler School of Art, Temple University, Philadelphia, PA
2011 **Wet Paint Two: Sijia Chen,** Zhou B. Art Center, Chicago, IL

SELECTED GROUP EXHIBITIONS

2024 **Moon & Stars,** bG Gallery, Santa Monica, CA
2023 **Dual Visions,** William D Cannon Art Gallery, Carlsbad, CA
2023 **Mountain,** Victoria and Albert Museum, London, United Kingdom
2023 **Disparate Alleys,** Gallery 70, Tirana, Albania
2023 **Collective Memory,** Los Angeles County Department of Arts and Culture, Los Angeles, CA
2022 **Revel In Your Time,** Small Projects, Tromso, Norway
2022 **Transmogrified,** Durden and Ray, Los Angeles, CA
2022 **Terra Firma,** New Museum Los Gatos, Los Gatos, CA
2022 **Tieze,** Durden and Ray, Los Angeles, CA
2022 **Quaranta,** bG Gallery, Los Angeles, CA
2021 **Qualitative Variables,** Jupiter Museum of Art, Shenzhen, China
2021 **Stop AAPI Hate,** 33 Contemporary Gallery, Chicago, IL
2021 **Nomad,** Torrance Art Museum, Torrance, CA

S I J I A C H E N

www.sijiachen.com | Instagram: @sijiachenart | sijia@sijiachen.com

2021 **Power on the Horizon: Part 2,** Jupiter Museum of Art, Shenzhen, China
2021 **Power on the Horizon: Part 1,** Chaozhou Museum of Art, Chaozhou, China
2019 **Escapism from Los Angeles,** SOIL Gallery, Seattle, WA
2019 **From Out of the Western Sky,** Ekkisens Gallery, Reykjavik, Iceland
2018 **Conversation,** Red Gallery, Helsinki, Finland
2018 **Asian Wind and Finnish Woods,** Gallery Kookos, Helsinki, Finland
2018 **Collectivity,** Durden and Ray, Los Angeles, CA
2018 **Dragnet:832,** Durden and Ray, Los Angeles, CA
2018 **Kan,** Durden and Ray, Los Angeles, CA
2018 **Odd Convergences: Steps/Missteps,** Korean Cultural Center**,** Durden and Ray, Los Angeles, CA
2018 **Inverted Realities,** Oxnard College, CA
2017 **Entangled Loci,** HilbertRaum Gallery, Berlin, Germany
2017 **The Collectives**, Brand Library, Glendale, CA
2017 **Formats,** Shugu Museum, Shenzhen, China
2017 **Round Two,** Durden and Ray, Los Angeles, CA
2016 **The Newbies,** Durden and Ray, Los Angeles, CA
2016 **Start,** the Abstract Art of China, Art Xiamen, Xiamen, China
2016 **Mas Attack X**, Fine Art Complex, Tempe, AZ
2015 **Chang Jiang International Photography and Video Biennale,** Chongqing, China
2015 **Stay Under Sea,** N+ Space, Shantou, China
2015 **Art Bamboo 146,** Tokyo, Japan
2014 **Beyond the Ocean,** Torrance Art Museum, Torrance, CA
2014 **Transforming Feminism, South** Bay Contemporary, San Pedro, CA
2014 **TBD,** University of Wisconsin, White Water, WI
2013 **Red Point,** Art Basel Miami, FL
2013 **Homing Pigeon,** Gallery Lara Tokyo, Tokyo, Japan
2013 **Chengdu Biennial,** Chengdu, China
2013 **Art Nova 100,** Beijing, China
2013 **Symbiosis Cultural Part Two,** 33 Contemporary Gallery, Chicago, IL
2013 **Symbiosis Cultural, Tijuana,** Mexico
2013 **Top of Fashion-the Invited Female Artist Exhibition,** Enjoy Museum, Beijing, China
2013 **Synergy,** Art Space 191, Vienna, Austria
2012 **Art-Energy-Future,** Regional Museum of Natural Science, Turin, Italy
2011 **Baling Hou,** Red Point Gallery, Zurich, Switzerland
2011 **Baling Hou Continues: Next Generation of Asian Art 2011,** Goldbach Center, Zurich, Switzerland
2011 **Woot!** Crane Arts, Philadelphia, PA
2011 **National Wet Paint Exhibition 2011,** Zhou B Art Center, Chicago, IL
2011 **Juried Gallery Show,** F&N Gallery, Philadelphia, PA
2010 **I Heart Art,** Wassaic Project, New York, NY
2010 **PDA/PDS: Graduate Student Exhibition,** Presser Hall, Temple University, Philadelphia, PA
2009 **Chengdu Biennial,** Chengdu, China
2009 **Today National Art Student Annual Awards,** Today Art Museum, Beijing, China

SIJIA CHEN

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2008 **Left and Right China International Art Festival,** Left Right Art Zone, Beijing, China
2007 **Second Art Exhibition by New Generation of Artists in Guangzhou,** Guangdong Museum of Art, Guangzhou, China
2007 **Pingyao International Photography Festival,** Pingyao, China

INSTITUTIONAL COLLECTIONS

- UCI Health Center, University of Irvine, California
- Victoria and Albert Museum, London, United Kingdom
- Museum of Contemporary Art, Chengdu, China
- Inside Out Museum, Beijing, China
- Goldbach Center, Zurich, Switzerland
- Guangdong Museum of Art, Guangzhou, China
- Art Museum of Shantou University, Shantou, China
- University City Art Museum of Guangzhou Academy of Fine Arts, Guangzhou, China

PROFESSIONAL EXPERIENCE

2023 **Guest Lecturer**, University of New Hampshire, Durham, NH
2022 **Speaker**, Cal State University Long Beach, Long Beach, CA
2022 **Speaker**, Tyler School of Art, Philadelphia, PA
2021 **Speaker**, University of Missouri, Columbia, MO
2016 **Speaker**, Art and Sustainability, Net Impact Los Angeles, Culver City, CA
2015 **Speaker,** Tyler School of Art, Philadelphia, PA
2015 **Speaker,** University of Arts, Philadelphia, PA
2014 **Curator,** Exchange Exhibitions, Torrance Art Museum, Los Angeles and Guangzhou Academy of Fine Arts, Guangzhou, China
2013-2014 **Curator,** 33 Contemporary Gallery, Chicago, IL
2011-2014 **Guest Curator,** Ucity Art Museum, Guangzhou, China
2013 **Adjunct Professor,** Guangzhou Academy of Fine Arts, China
2013 **Artist in Residence,** Inside Out Museum, Beijing, China
2013 **Lecturer,** Cheung Kong School of Art and Design, Shantou University, China
2012 **Speaker,** International Photographers Association of Los Angeles
2011 **Speaker,** University of Missouri, Columbia, MO
2009 **Exhibition Assistant and English/Chinese Interpreter, "Cai Guoqiang-Fallen Blossom,"** Philadelphia Museum of Art and the Fabric Workshop and Museum, Philadelphia, PA

GALLERY AFFILIATIONS

- **Durden & Ray**, Los Angeles, CA

SIJIA CHEN

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To Whom It May Concern,

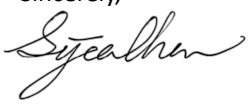
I am expressing my interest to produce an artwork that will be responsive to your project's goals and intent. As a contemporary multi-disciplinary artist, I employ form, scale, color, and light to convey my viewpoint. I explore the intersection of personal identity, diversity, and self-determination, and how it manifests in the perpetual friction and equilibrium between individuality and community, creativity and convention, and ambition and humility. Through my public artworks, I contemplate the complexity and richness of the convergence of cultures, history, and regional heritage, and how that shapes our aspirations and viewpoints.

My process involves interpreting and reconstructing natural objects, landscapes, and architectural elements, and infusing them with private and public-sourced details and anecdotes. My works have a dynamic quality, they reveal layers of context and contain myriad details and subject matter. I interweave individual narratives to create a multicultural labyrinth, and to present a cross-section of diverse voices and perspectives. My public artworks have been placed in transportation hubs and public spaces to serve as welcome points and gateway markers, and to fulfill placemaking, cultural representation, and community activation objectives.

My public artworks visually articulate personal and collective narratives, and local cultural landmarks and symbols. Through actively engaging and partnering with residents, stakeholders, and community organizations, my public works are transformed into compositions that reflect the values, history, and ethos of local communities. This collaboration encompasses site visits, workshops with students ranging from middle school to undergraduate educational institutions, and community-driven open forum events. I've also supplemented this in-person engagement by creating project specific websites, through which I've solicited from the public personal photographs, memorabilia, documents, their responses to a curated list of questions to develop a deeper understanding of personal values and cultural heritage. I then incorporated their submissions and responses directly into in the final design of the work. This direct community participation and contribution to the development of the artwork ensures that they are representative and site-specific. I've adopted this process for my public works SWA, Bloom, and Blossom, Endeavor, and my current project Cloud Field for the local municipality of Wichita, KS. I believe this collaboration promotes ownership, encourages dialogue, sparks creativity, and generates appreciation for the value to the community in investing in the creative arts. The project becomes more than an artistic composition, it is the culmination of a community movement.

My intent is to enrich the project location through bespoke themes, elements, and cultural heritage of Joliet, and activates it as a communal gathering space and visual marker for the city square. My concept for your project would have a holistic theme and focus on papercut art inspired perforations that I've incorporated in both my paintings and public works. I would construct a bespoke website as I have done for several of my previous public projects. The website would feature content related to the creative process and lifecycle of the project, and to solicit from the public their original papercut designs for potential inclusion into the works. The website could also effectively serve as a communal archive where the public could upload photos and content of their interactions and observations of the artworks. I believe this project is an exceptional opportunity to express an inclusive vision of public art, and to produce a community driven artwork. I welcome and hope for the opportunity to present and expand further on my concept for your project, thank you for your time and consideration.

Sincerely,



Sijia Chen

SIJIA CHEN

www.sijiachen.com | Instagram: @sijiachenart | sijia@sijiachen.com

CONCEPT NARRATIVE

My concept is a domed structure that is intended to be functional, adaptive, and creatively driven by my artistic viewpoints. A recurring motif in my public art practice is to interpret and present organic and natural objects that are representative of our natural environment. I also wanted to ensure the work addresses the functional elements of providing a shade structure, and that the artwork serves as the visual framework for a holistic lighting concept, to enhance the work's presence. To emulate traditional Chinese paper cut art techniques, which I've incorporated in several of my previous public artworks, sections of the dome would be transparent. The purpose of employing paper cut art techniques is to dynamically present a diverse range of subject matter, in both figurative and abstract forms. The visual content for the paper cut sections would be explored and developed through site visits and a community engagement program, to give the public a direct opportunity to contribute to the artwork's final design. This community activation is an integral component of my public art practice, to advocate and express a viewpoint that public art should proactively reflect and respond to individual and communal narratives and values.

Taking into consideration the space guidelines provided for the project site, the work's tentative dimensions would be about 18-19 feet in width, and 10 feet at its highest point. The sculpture would be fabricated out of stainless steel members and panels. A practical consideration and benefit of the perforations is the reduction of mass, allowing for the passage of light and air, and the enhancement of structural rigidity for wind loads and other adverse weather conditions. The perforations' size would be dynamically adjusted so that it serves the intended function of a shade structure. The work would be painted in a monochromatic white color palette.

The work would be fabricated into several modular components, and would be installed to the current base by installing epoxy reinforced mounting bolts and securing them to the mounting plates. Installation for a work of this size would be completed in two days. The work would be weigh about 3,000 pounds.

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CONCEPT RENDERING





S I J I A C H E N

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MAINTENANCE PLAN

In terms of maintenance, the work would have no exposed seam or openings to its internal hollow cavities, the steel members and steel panels would be welded and finished to result in a seamless and continuous structure.

The artwork's final surfaces would be finished using a process similar to that utilized in the automotive industry. A base layer of urethane primer coat would be applied to the primed steel surfaces, then several layers of top coat, and a final clear coat, applied in several stages. This will ensure artwork's durability and protection against continuous exposure to exposure to sunlight, moisture, and corrosive elements. The top protective clear coat should serve as a robust layer of protection and resistance to scratches, rust, staining, and pitting due to corrosive elements, and could be readily repaired and refinished on an as needed basis. Recommended cleaning and treatment would be quarterly water rinses to remove dirt, grime, and any abrasive elements that could scratch or stain the surfaces. This step is followed by a visual inspection and documentation of all surfaces to identify any areas of concern. If necessary, a mild, diluted soapy water cleaning with natural sponges to further clean all surfaces, followed by a thorough rinsing. Use of any cleaning solutions that contain abrasive elements or corrosive chemicals is not recommended and should be avoided. The initial service life of the protective top coat would be approximately 30 years, at which we would recommend reapplication should be performed.

As an additional preventative measure, an annual inspection which includes a condition report that details existing surface condition including photographic documentation, identification of any areas of concern, and recording of processes and products used to clean the work's surfaces. This annual inspection and treatment report will ensure that if a problem develops, it will be identified and addressed.

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PROJECT BUDGET

Description	Amount
Design, Machining, Tooling, and Fabrication Labor	$100,000
Materials	$30,000
Shipping, Installation Costs	$20,000
Engineering Review	$5,000
Insurance, Administrative Costs	$2,000
Artist Fee	$40,000
Total	**$197,000**

PROJECT FINANCING SCHEDULE

Milestone/Deliverable	Amount
Upon Contract Signing	30%
Approval of Final Design	20%
Approval of Fabricated Artwork	30%
Final Installation and Acceptance of Artwork	20%

PROJECT TIMELINE

Phase	Amount
Community Engagement	4 weeks
Final Design Development	10 weeks
Engineering Testing and Validation	2 weeks
Fabrication	10 weeks
Transportation	3 weeks
Final Installation	1-2 days
Total	**30 weeks**

S I J I A C H E N

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PROFESSIONAL REFERENCES

Valerie Rochon, Managing Director, PNH400, Inc.
Primary point of contact for *Endeavor* public art project
(802) 279-1425 vtrochon@gmail.com

Dr. Anne K. Turner, Director of Community Services, City of Corona
Primary point of contact & coordinator for *Arbor* public art project
400 S Vicentia Ave Ste 225 Corona, CA 92882
(951) 739-4285 anne.turner@coronaca.gov

Max Presneill, Director, Torrance Art Museum
Co-member of Durden & Ray artist collective, Co-curator for *Beyond the Ocean* exhibitions
3320 Civic Center Dr, Torrance, CA 90503
(310) 804-4647 maxpresneill@gmail.com

Nanchen Zeng, Director of Nanyang Cultural Development Ltd
Commissioning body for *SWA, Tea and Tree, Voyage Beyond* public art projects
3rd Floor, Huaxing Building, 97 Changping Road, Shantou, China
+86 18923668773 65900735@qq.com

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PREVIOUS PUBLIC WORKS

SWA, 2017, stainless steel, acrylic, LED light tubes, 18’ height, 64’ width, 33’ depth, Jieyang Chaoshan International Airport, Jieyang, Guangdong Province, China, 500,000 USD, commissioned by Shantou, Chaozhou, Jieyang Airport Corporation. SWA is a permanent installation located in front of the airport’s main terminal, and is comprised of three perforated steel structures presenting the letters S, W, and A, which comprise the airport’s IATA code.

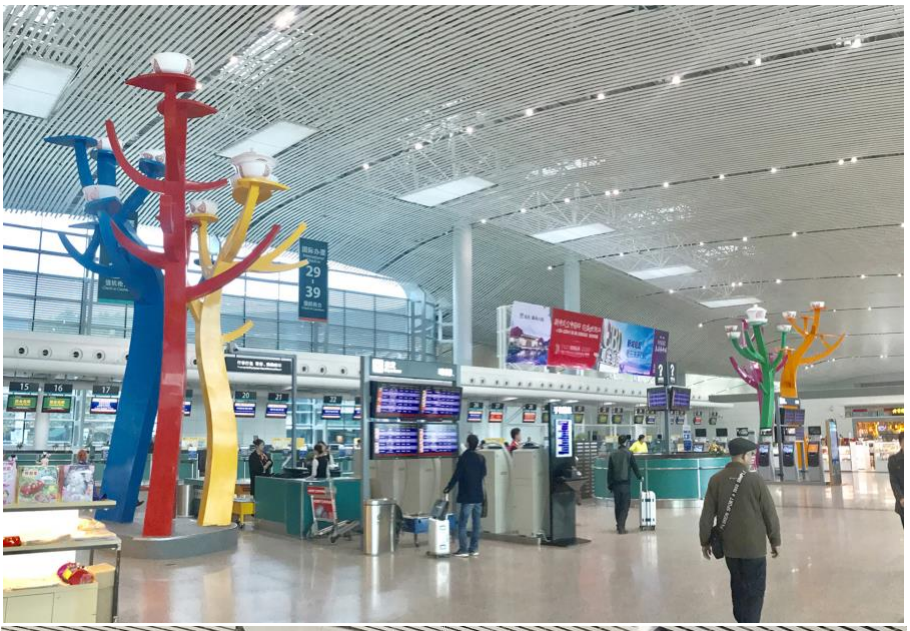


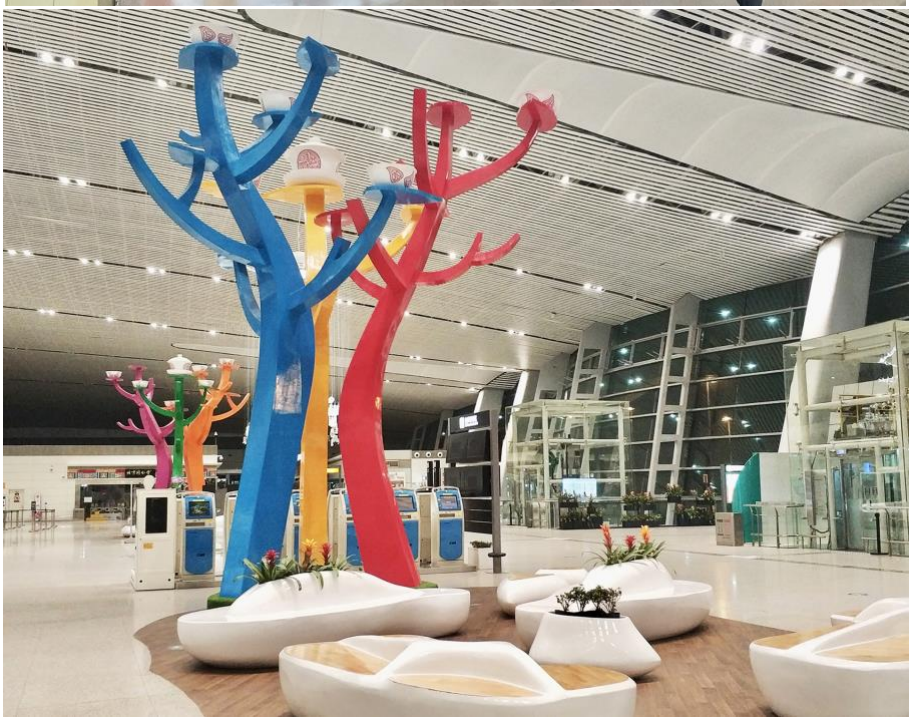


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Tea and Tree, 2017, fiberglass, acrylic, 24’ height, 18’ width, 18’ depth, Jieyang Chaoshan International Airport, Jieyang, Guangdong Province, China, 100,000 USD, commissioned by Shantou, Chaozhou, Jieyang Airport Corporation. Tea and Tree is two sculptures located inside the airport’s main international terminal, and is a representation of the tradition in the Jieyang region of the harvesting and daily ritual consumption of tea.





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Arbor, 2018, stainless steel, 11’ height, 11’ width, 11’ depth, City Hall, Claremont, CA, 25,000 USD, commissioned by City of Claremont. Arbor is a sculpture comprised of three steel panels, and engraved on the sculpture’s panels in both English and Latin are the names of trees found in Claremont.



Voyage Beyond, 2019, stainless steel, acrylic, 14’ height, 37’ width, 9’ depth, Central Park, Shantou, Guangdong Province, China, 100,000 USD, commissioned by City of Shantou. Voyage Beyond is a permanent installation comprised of three sail shaped structures and twelve rectangular boxes, and is a commemoration of Shantou’s rich nautical and maritime history.



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Bloom, 2019, stainless steel, acrylic, 14’ height, 17’ width, 15’ depth, Richards Park, North Kansas City, MO, 70,000 USD, commissioned by North Kansas City. Bloom is a sculpture comprised of six steel perforated panels, and is inspired by local Midwest flora and cultural heritage.



Blossom, 2020, stainless steel, acrylic, 15’ height, 45’ width, 15’ depth, Shantou Regional Railway Station, Shantou, Guangdong Province, China, 350,000 USD, commissioned by Guangdong Railway Authority. Blossom is a sculpture comprised of three perforated steel panels and six tubular poles. The work is inspired by historical and contemporary elements of culture and architecture of Shantou.



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Endeavor, December 2023, stainless steel, 18’ height, 10’ width, 8’ depth, Bohenko Gateway Park, Portsmouth, NH, 175,000 USD, commissioned by PNH400 and by City of Portsmouth. Endeavor is a sculpture comprised of two perforated steel panels. The work was commissioned to commemorate Portsmouth’s 400th anniversary, and is inspired by the sails from a gundalow ship native to the region.

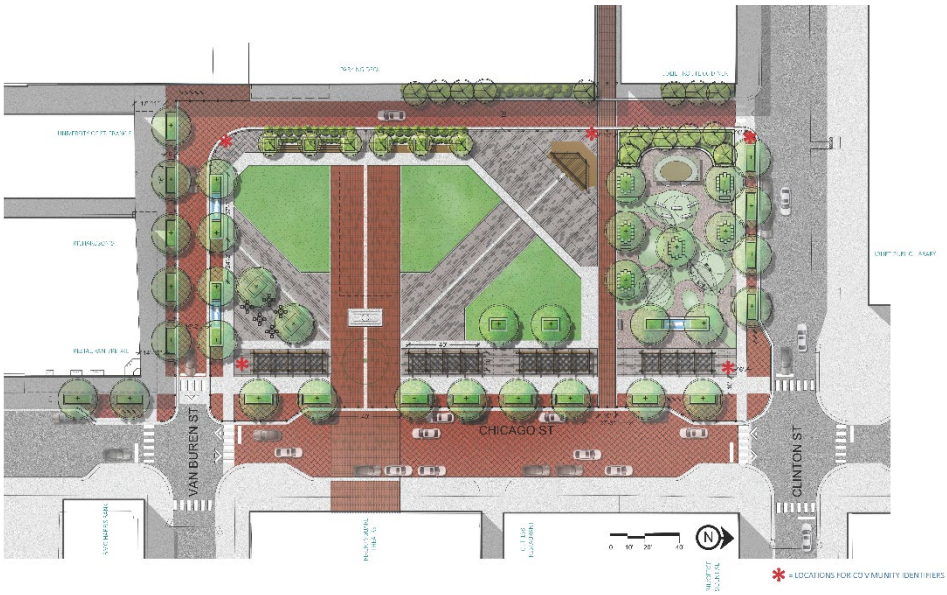




CITY OF JOLIET, IL

RFP # 2802-1124

Request for Proposals
City Square Sculpture



DUE DATE: 4:00 PM, CST, ON FRIDAY, MAY 31, 2024

All communications related to this RFP must be in writing and directed to the following contact: rheitner@joliet.gov. The deadline to submit questions via email is 2:00 PM, CST, on Tuesday, May 28, 2024.

Questions will be answered in the form of an addendum and posted on the City of Joliet's website at the link below for the listed RFP #:

https://www.joliet.gov/bids

RFP
City Square Sculpture

Project Overview

The City of Joliet announces a request for proposals (RFP) for a signature sculpture installation at City Square, which is a new 1.3-acre urban park located within the 100 block of N. Chicago Street, directly across from the Rialto Square Theatre. City Square will be a catalytic transformation of underutilized, publicly owned space into a vibrant gathering place to the heart of downtown Joliet. We are seeking a unique sculpture that will act as a centerpiece to the City's much anticipated public square. The sculpture should be reflective of Joliet's culture and diversity.

Background Information

Downtown Joliet

Joliet is the third-largest city in Illinois, with approximately 150,000 residents. Joliet has long been a regional center, with the downtown being the chosen location for the Will County Courthouse and its subsequent replacements since the County was established in 1836. Multiple railroad lines, the Des Plaines River, and state highways have shaped downtown Joliet's historical and physical development. As a result, downtown Joliet was and continues to be the "Crossroads of Mid-America."

Downtown Joliet is a truly unique place with a tremendous amount of assets, including: rich heritage, solid architectural character, regionally significant uses, major entertainment and cultural attractions, and a vital rail and bus transportation network. The downtown is a tourism mecca and attracts regional, national, and international visitors traveling the Historic Route 66. America's first national highway, the Lincoln Highway, which runs through downtown Joliet along Cass Street, crosses Route 66 at the intersection of Chicago Street and Cass Street. The downtown also includes entertainment venues such as the historic Rialto Theater, Forge Music Hall, Duly Health and Care Field, Joliet Area Historical Museum, Joliet Public Library, and coming soon, the upcoming Illinois Rock 'n Roll Museum. Downtown Joliet has a very successful special events program, directed by the Joliet City Center Partnership, which draws thousands of visitors for events scattered throughout the year.

Downtown Joliet is an urban place with a city's size, scale, and character. New appeal, new attractions, and new investments are required that align with what people want from a downtown area. The characteristics of downtown Joliet make it an ideal candidate to be reinvented in a meaningful and impactful way to become a very successful authentic urban center for the southwest suburban region. With the completion of both the Chicago Street reconstruction and City Square projects, the Chicago Street corridor is poised to become once again one of the southwest suburban region's most vibrant urban spaces, well-loved by the community, and a memorable destination for tourists.

City Square

City Square will transform an underutilized 1.3-acre, publicly owned space into a vibrant gathering area in the heart of Downtown Joliet along the historic Chicago Street corridor. The City Council approved conceptual design for City Square in September 2023 and this design includes a central green space, a main stage, "red carpet" pavement connecting the Square to the Rialto Square Theatre, a family gathering area with smaller stage, water features, unique lighting, seating nooks, and space for large–scale public art. See Attachment A for the final concept design and perspective views and visit https://www.joliet.gov/citysquare for additional information and images.

Chicago Street

Chicago Street is downtown Joliet's historic central spine and the original path of Route 66 as it made its way through the heart of the city. Chicago Street is flanked by Illinois Route 53, which runs northbound along Scott Street and southbound along Ottawa Street; therefore, Chicago Street is not a designated truck route. As such, the street offers a sense of tranquility in contrast to the much louder and busier roadways to the east and west. Chicago Street is also one of our region's most beautiful historic streets. While many wonderful old buildings have been lost and new design patterns were introduced in the post-war years, the street has never lost its urban scale and charm. As a result, Chicago Street continues to be home to most of the downtown's dining and small retail options, catering to our diverse demographics in and around downtown. Additionally, major events during the summer and fall months that welcome thousands of guests are centralized on Chicago Street, underscoring its significance as the spine of downtown. Together, City Square and its companion Chicago Street Reconstruction Project will activate the revitalization of Downtown Joliet.

Sculpture Requirements

Eligibility

The RFP is open on a national level to all professional sculptors. Interested artists should have demonstrated the capacity to create and install three-dimensional artworks that are innovative, unique, and highly visual.

Sculpture Design Specifications

The sculpture shall be installed at the location identified on Attachment B. The designated area for this sculpture is 20 feet wide in diameter. The City will install a 20-foot wide in diameter concrete pad upon which the sculpture will rest. The City will provide lighting to illuminate the sculpture. The City may have the ability to provide customized lighting for the winning design. Water will not be available at this designated location.

The proposed design shall meet the following specifications:

- The top of the sculpture may extend outside of the designated area; however, it shall not in any way be closer than 10 feet from the Holiday Tree, the location of which is also shown on Attachment B.
- The view of the sculpture must be dynamic from 360 degrees, both up close and from a distance.
- Due to its high visibility and easy public access, the sculpture must be fabricated with no dangerous edges or protrusions, be inaccessible for climbing, and have a coating that protects it from graffiti vandalism.
- The sculpture shall not include water features.
- All media and materials must be durable and suitable for Illinois' variable climate (including salt and ice melt).

The artist will need to work closely with the City of Joliet staff to further conceptualize the project, including determining preparation of the site, lighting needs, structural capabilities, city code adherence, and the method in which work will be installed.

Project Budget

The City's budget for the sculpture is $200,000.00. The project and budget are all-inclusive of artist's fees and materials including but not limited to, design; engineering; insurance; permits; fabrication; labor; recognition signage; shipping/storage; travel; and installation. Lighting and landscaping needs will be addressed by the City's Public Works department.

RFP Submittal Requirements

Proposal Components

A complete Proposal Response must include the following ten (10) items:

- Submitter Information Page (see page 8 of this RFP)
- Resume/CV of Artist.
- Visual documentation of similar large-scale sculptures that have been created, designed, and installed by the artist.
- Up to three (3) preliminary sketches of the proposed artwork.
- Artists' statement based on preliminary sketches.
- Explanation of longevity/protective coatings of artwork and maintenance.
- Estimated budget (please provide proposed itemization for artist fee, materials, foundation, signage, etc.) and materials anticipated to be used in creation.
- Estimated weight of the sculpture once finalized.
- Estimated time needed for fabrication of the sculpture.
- Proposed schedule of project financing.

Proposal responses shall be in English.

Submittal Information

Proposals must be received by the City of Joliet before **4:00 PM, CST, on Friday, May 31, 2024**.

Respondents have two proposal submittal options:

Option 1: Proposal submitted via email in PDF format to Ray Heitner at rheitner@joliet.gov using the subject line: City Square Sculpture – RFP # 2802-1124

Option 2: Proposal submitted via USB drive by mail to Ray Heitner at the following address:

City of Joliet
Attn: City Square Sculpture – RFP # 2802-1124
Ray Heitner, Arts Commission Liaison
150 W. Jefferson Street
Joliet, IL 60432

The City of Joliet will not accept proposals received after the RFP submittal deadline. Neither the Arts Commission Liaison nor the City of Joliet shall be held responsible for the non-opening of proposals not adequately addressed and identified in accordance with these instructions, except as otherwise provided by law.

The City of Joliet reserves the right to reject any and all proposals and has the right in its sole discretion to accept the proposals it considers the most favorable to the interests of the City of Joliet. In the event that all proposals have been rejected, the City further reserves the right to seek out new proposals when such procedure is deemed reasonable and in the best interest of the City of Joliet. The City of Joliet also reserves the right to terminate the selection process or project at any time without prior notice.

The City of Joliet shall not be liable for any expenses incurred by the applicant, including, but not limited to, expenses associated with the preparation of the submission, any meeting required during the selection process, presentations or interviews, preparation of the cost statement, or final contract negotiations. All responses to the Request for Proposals will become the property of the City of Joliet.

Addenda

Questions will be answered in the form of an addendum and emailed to all vendors registered on the CONSULTING RSS feed on the City of Joliet website at:
https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/consulting

Therefore, although you can download these documents at the City of Joliet website, please be sure to register with the RSS to have the addendums emailed to you. Changes and clarifications posted in the form of addenda to the RFP may occur prior to the RFP submission deadline. These will be posted at: https://www.joliet.gov/bids. Those submitting proposals have sole responsibility to seek, obtain and properly consider Addendums. Acknowledgement that the Addendums have been reviewed shall be indicated on the Submitter Information Page.

Withdrawal of Proposals

A respondent may withdraw their submission before the final submission date by sending a written notification of its withdrawal, signed by an agent authorized to represent the agency. In addition, the respondent may submit a new proposal submission before the final submission date or submit a sealed written modification or addition to the proposal submission before the final submission date. Offered changes in any other manner, oral or written, will not be considered. Final proposal submissions cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the City of Joliet after the date of receipt and following oral presentations.

Confidentiality

The content of all proposals will be kept confidential until the finalists are publicly announced. At that time, only the selected finalist proposals will be open for review. After the award of the contract, all proposals will become public information.

Submittal Communications

All questions and communications related to this RFP must be in writing and directed to Ray Heitner, staff liaison to the Joliet Arts Commission, at (815) 724-3913 or by email at rheitner@joliet.gov.

RFP Evaluation and Sculpture Selection Process

Estimated Project Timeline

- Issue Call for Artists RFP: February 7, 2024
- Submittal Deadline: May 31, 2024, at 4:00 p.m., CST
- Proposal Review Completed: June 14, 2024
- Sub-Finalist Selection and Notification: June 21, 2024
- Public Input on Sub-Finalists (Online Review and Comments Open): July 1, 2024 – July 26, 2024
- Finalists Selected and Invited to Submit Formal Conceptual Proposal: August 2, 2024
- Formal Conceptual Proposals Due: September 6, 2024
- Artist Presentation to Arts Commission: September 18, 2024
- Formal Recommendation to the City Council from the full Arts Commission: October 16, 2024
- Mayor and City Council Discussion of Recommended Artist: November 4, 2024
- Mayor and City Council Approval (Artist Selection): November 4, 2024
- Fabrication: TBD
- Project Completion, Installation, and Unveiling: TBD

The City of Joliet reserves the right to amend the project timeline as deemed necessary.

Review and Selection Process

Members from the City of Joliet Arts Commission and City of Joliet staff will serve on the initial review committee to evaluate the submitted proposals.

The proposals will be reviewed and evaluated based on the following criteria:

- Artist's consideration of and experience in the creation of large-scale sculptures as demonstrated by visual documentation and resume.
- Ability to understand sense of place and design in a context sensitive manner as demonstrated by visual documentation and artist statement in the preliminary designs.
- Willingness of the artist to consult and work with City of Joliet staff to integrate the work into the site and meet any construction requirements, schedules, and deadlines.
- Assurance that the sculpture is of a permanent nature and does not require extensive maintenance or repair costs.
- Sculpture design is innovative, unique, and highly visual.

Proposals that meet these criteria will be shared with the public for feedback through an online platform.

Finalists

The City will invite no more than five finalists to submit final renderings that will be shared with the public for feedback and through public meetings with the Joliet Arts Commission and City Council. A $2,000 honorarium will be paid to each of the finalists for the full conceptual proposals.

The site-specific conceptual proposals shall convey the artist's ideas and plans through scale designs and renderings with a statement that describes, in detail, the artwork's intent, proposed materials, installation methods, project schedule, and an itemized budget.

Artist's Commissioned Work Agreement

The selected artist will enter into a two-party Agreement between the City of Joliet and the artist to complete a transfer of ownership. The selected artist will be required to provide General Liability and other insurance as specified in the Agreement.

PROPOSAL SUBMITTER INFORMATION PAGE

PLEASE INCLUDE THIS PAGE WITH YOUR EMAIL OR MAIL PROPOSAL SUBMITTAL

The executing of this Proposal Submitter Information Page certifies understanding and compliance with the total Proposal submittal.

Submitter (Person, Organization, Business or Company): _____

_____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Daytime Telephone #: _____ After Hour Telephone #: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Daytime Telephone #: _____ After Hour Telephone #: _____

Acknowledgement that all Addendum have been reviewed: Y /N _____

Signature of Submitter or Authorized Agent: _____

Date: _____

Attachment A – Final Concept Designs & Perspectives

Design Concept




RIALTO
SQUARE


RIALTO
THEATRE
WHEN THE RIGHT ONE COMES ALONG
BELLA & BENNIE
JULY 15, 2022

Attachment B: Sculpture Location / Hardscape Layout Plan

CHICAGO ST

CLINTON ST

KEY PLAN:

0 10' 20' 40'

DRAWN:MA/PJH/JDM	REVISED BY	DATE	DESCRIPTION
CHECKED: DNM			
APPROVED: PJH			
DATE: --/--/----			

CIVILTECH
30 N LaSalle St, Suite 2624 - Chicago, Illinois 60602
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www.civiltechinc.com

CITY OF JOLIET

CITY SQUARE AND CHICAGO STREET IMPROVEMENTS

HARDSCAPE LAYOUT PLAN ENLARGEMENT

SCALE:1" = 20'-0" | SECTION NO. _____ | PROJECT NO. _____

DRAWING NO. L-xx

SHEET NO. xx

CITY SQUARE SCULPTURE AGREEMENT BETWEEN THE CITY OF JOLIET AND SIJIA CHEN STUDIO

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Sijia Chen (hereinafter called the "Artist").

WHEREAS, the City has implemented the City Square Sculpture Program pursuant to local ordinance by allocating $197,000 for the establishment of a signature sculpture within the future City Square; and

WHEREAS, authority lies with the City to make payments for the design execution, fabrication, transportation, and installation of artwork, including payments for the support of an artist; and

WHEREAS, the Artists is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the City and the Joliet Arts Commission to design, execute, fabricate, and install the Artwork as described in Exhibit A in a public space located within the 100 block of N. Chicago Street (hereinafter called the "Site").

WHEREAS, the Artist and City wish to undertake the obligations expressed herein;

NOW THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 ARTIST'S OBLIGATIONS

a. The Artist shall perform all services and furnish all supplies, materials, and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
b. The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist's proposal shall be reviewed and approved by the City and other applicable City departments such as Public Works or Planning and, where appropriate, the project architect, to ensure compliance with these objectives.
c. The Artist shall prepare the design concept, and the corresponding budget described in Sections 1.3 and 1.4 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and the required routing care and upkeep involved.
d. Artist shall attend design and construction coordination meetings with the City and other parties as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.
e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.
f. The Artist shall secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.
g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the City. If the Artist does not install the Artwork, the Artist shall supervise and approve the installation.

h. Artist shall provide required insurance in the amounts and limits specified in Article 6 and Exhibit D.
i. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
j. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
k. Artist shall provide photographic documentation of the Artwork.
l. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 CITY'S OBLIGATIONS

a. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
b. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform.
c. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
d. The City shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The City shall be responsible for all expense, labor, and equipment to prepare the Site for the timely transportation and installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing them of any delays.
e. The City shall provide and install lighting to the Site.
f. The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.
g. The City shall be responsible for leading the Artist through the required review process. The City shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.
h. The City shall be responsible for the proper care and maintenance of the Artwork.

1.3 DESIGN

a. Concept
    i. The Artist submitted a design concept (hereinafter called the "Design") with an accompanying budget, pursuant to a competition organized for the procurement of an Artist to design and fabricate an Artwork suitable for the current project, which Design was selected and approved by the City and Joliet Arts Commission. The Design and Budget shall be attached to this Agreement as Exhibit A and Exhibit B respectively.
    ii. The Artist shall visit, examine, research, and consider the Site and surrounding area. The Artist shall also consult with representatives of the community and consider their input and concerns.
    iii. The Artist is encouraged, but not required, to incorporate symbology that is emblematic of Joliet's history and culture into the paper-cut design of the Artwork.
b. Approval
    i. Within 30 days after the execution of this Agreement, the City shall notify the Artist if it requires any revisions to the Design to comply with any applicable laws, ordinances, and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.
c. Final Construction Documents
    i. The Artist shall submit stamped structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings shall indicate

any risks involved in the construction, integration, and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.

1.4 BUDGET, PAYMENT SCHEDULE, CONSTRUCTION SCHEDULE, AND PROGRESS REPORTS

a. Budget
    i. The Artist shall prepare a budget, which shall include all goods, services, and materials, with such costs itemized. The Budget shall be attached to this Agreement as Exhibit B.
    ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
    iii. The Artist shall keep a log of the Artist's project hours and shall retain all original receipts pertaining directly to the project.
    iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the City (or such costs were the result of actions or inaction of the City).
b. Schedule
    i. The Artist shall notify the City of the tentative schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Schedule may be amended by written agreement.
    ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibits B and C.

1.5 FABRICATION STAGE

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the City.
b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the City disapproves. If the Artwork is being constructed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the City with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.
c. The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
d. If the City, upon review of the Artwork, reasonably and in good faith determines that the Artwork does not conform to the Design or Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next budget installment.
e. The Artist will promptly cure the City's objections and will notify the City in writing of completion of the cure. The City shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the City's determination that the Artwork does not conform, the City shall promptly submit reasons in writing to the Artist within 5 business days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. Final determination as to whether the Artist has complied with the terms of this Agreement shall be made by an objective third party, which shall be mutually agreed upon by both parties.
f. The Artist shall notify the City in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
g. The City shall inspect the Artwork within 10 business days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms with the Design and to give final approval of the Artwork. The City shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the City does withhold final approval, the City shall submit the reasons for such disapproval in writing within 5 business days of examining the fabricated Artwork.

The Artist shall then have 30 days from the date of the City's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without prior approval of the City. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

h. The City shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the City. The City shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the Agency of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 CHANGES TO DESIGN

a. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the City for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions, and materials of the Artwork that is not permitted by, nor in substantial conformity with, the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation, or maintenance of the Artwork or the concept of the Artwork as represented in the Design.
b. If the City approves the changes, the City shall promptly notify the Artist in writing.
c. If the City disapproves of the changes, the City shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.
d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within 10 days after the date of the revision by the Artist.

1.7 INSTALLATION

a. Upon the City's final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artist.
b. The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork. Artist must notify the City of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the City to ensure timely coordination with City staff. The Artist may not install the Artwork until authorized to do so by the City.
c. The Artist shall be present to supervise the installation of the Artwork.
d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.
e. Within 30 days after installation of the Artwork, the Artist shall furnish the City with the following:
    i. Two sets of three 35 mm color slides of the completed and installed Artwork, one take from each of three different viewpoints.
    ii. Two sets of three different glossy black and white prints of the complete and installed Artwork and negatives.
    iii. A set of three digital 300 dpi, JPG, or TIFF files, of the completed and installed Artwork. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoints from which the photograph was taken.
    iv. A full written narrative description of the Artwork.
f. Upon installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation,

and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements will be reasonable in terms of time and space.

1.8 APPROVAL AND ACCEPTANCE

a. The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.
b. The City shall promptly notify the Artist of its final acceptance of the Artwork within 30 days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Design, and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.
c. If the City disputes that all the services have been performed, the City shall notify the Artist in writing of those services the Artist has failed to perform within 10 after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.
d. If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within 5 business days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith.
e. Upon resolution of any disputes that arise under paragraphs (c) and (d) of this section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
f. After the final acceptance of the Artwork, the Artist shall be available at such times as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.
g. The City shall be solely responsible for coordinating public information materials and activities related to public presentations.

ARTICLE 2 – TAXES

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The City shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

ARTICLE 3 – TERM OF AGREEMENT

3.1 DURATION

a. This Agreement shall be effective the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the City under Section 1.8(b), or submission of final payment to the Artist by the City under Exhibit C, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under section 1.4(b)(i).

3.2 FORCE MAJEURE

a. The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill

contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4 – RISK OF LOSS

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The City shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control, or supervision of the City or its agent(s) for the purposes of transporting, storing, installing, or performing other services to the Artwork.

ARTICLE 5 – ARTIST'S REPRESENTATIONS AND WARRANTIES

5.1 WARRANTIES OF TITLE

The Artist represents and warrants that:

a. The Artwork is solely the result of the artistic effort of the Artist.
b. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person.
c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
e. The Artwork is free and clear of any liens from any source whatsoever.
f. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights on any third party.
g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc., and with all necessary care, skill, and diligence.
i. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 WARRANTIES OF QUALITY AND CONDITION

a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship, including any defects consisting of "inherent vice", or qualities that cause or accelerate deterioration of the Artwork for one year after the date of final acceptance by the City under Section 1.8(b).
b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
d. If within one year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
e. If after one year the City observes any breach of warranty described in this Section 5.2 that is not curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept

reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.

f. If within one year the City observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses, and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.
g. Acceptable Standards of Display. Artist represents and warrants that:
    i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
    ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
    iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and peeling.
    iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.

    The foregoing warranties are conditional and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

ARTICLE 6 – INSURANCE

6.1 GENERAL

a. The Artist acknowledges that until final acceptance of the Artwork by the City under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God, affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
b. Terms for the procurement and duration of insurance are provided in Exhibit D.
c. Required insurance policies are described in Exhibit D.

6.2 INDEMNITY

a. Artist shall indemnify, protect, defend, and hold harmless the City and its subdivisions, officials, employees and agents from and against all liabilities, obligations, losses, damages, judgements, costs, or expenses, including legal fees and costs of investigation, arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by the Artist. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including and failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that its obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false, or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist.

ARTICLE 7 – OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

7.1 TITLE

a. Title to the Artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Article 1.8 and Exhibit E. Artist shall provide City with a Transfer of Title in substantially the form attached hereto as Exhibit E.

7.2 OWNERSHIP OF DOCUMENTS

a. One set of presentation materials prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

7.3 COPYRIGHT OWNERSHIP

a. The Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. & 101 et seq. as the sole author of the Artwork for the duration of the copyright.

7.4 REPRODUCTION RIGHTS

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
b. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.
c. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright [Artist's name, date of publication].
d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgement to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City of Joliet."
e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.
f. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
g. Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

ARTICLE 8 – ARTIST'S RIGHTS

8.1 GENERAL

a. The Artist retains all rights under state and federal laws including 106A of the Copyright Act of 1976.
b. The City agrees that it will not intentionally alter, modify, change, destroy, or damage the Artwork without first obtaining permission from the Artist.
c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the Artist shall remove the identification plaque and all attributive references to the Artist at its own expense within 60 days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice.

8.2 ALTERATIONS OF SITE OR REMOVAL OF ARTWORK

a. The City shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted, or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the City, the Artist may disavow the Artist or have the Artwork returned to the Artist at the Artist's expense.
b. The Artwork may be removed or relocated or destroyed by the City should the Artist and the City not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the Artist. During the 90-day period, the Parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.
c. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws, or regulations, the City may authorize the removal or relocation or the Artwork without the Artist's prior permission. In the alternative, the City may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws, or regulations.
d. If the City reasonably determines that the Artwork presents imminent harm or hazard to the public, other than as a result of the City's failure to maintain the Artwork as required under this Agreement, the City may authorize the removal of the Artwork without prior approval of the Artist.
e. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artist' Right Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

ARTICLE 9 – PERMANENT RECORD

The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Artwork.

ARTICLE 10 – ARTIST AS AN INDEPENDENT CONTRACTOR

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the City with the power to bind in any manner.

The Artist shall provide the City with the Artist's Tax Identification Number and any proof of such number as requested by the City.

ARTICLE 11 – NONDISCRIMINATION

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

ARTICLE 12 – ASSIGNMENT OF ARTWORK

The Artwork and services required of the Artist are personal and shall not be assigned, sublet, or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

ARTICLE 13 – TERMINATION

a. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impractical for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature, war or warlike operations, superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than 30 days prior to the effective date of termination.
b. The City may terminate this Agreement without cause upon 10 days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit C of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit C with allowance for lost opportunities unless the parties come to a settlement otherwise.
c. If either Party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have 60 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
d. If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the City all funds provided by the City in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The City shall retain the right to have the Artwork completed, fabricated, executed, delivered, and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.
e. If the City defaults, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit C. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date with reasonable allowance for lost opportunities. The Artist shall retain possession and title to the studies, drawings, designs, maquettes, and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
f. Upon notice of termination, the Artist and his/her subcontractors shall cease all services affected.

ARTICLE 14 – DEATH OR INCAPACITY

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in this Article shall obligate the City to accept the Artwork.

a. In the event of incapacity, the Artist's obligations and services under this contract may be assigned to another artist provided that the City, in its sole discretion, approves of the new artist. Alternatively, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 7 and Article 8. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright [Artist's name, date of publication].
b. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain all rights under Article 7 and Article 8.

ARTICLE 15 – NOTICES AND DOCUMENTS

Notices required under this Agreement shall be delivered personally or through the mail, postage prepaid, to the addresses stated below, or to any other address as may be notified by a Party:

For the City: City of Joliet
Planning Division

150 W. Jefferson Street
Joliet, IL 60432

For the Artist: Sijia Chen Studio
5633 Observation Lane
Los Angeles, CA 90028

Notices shall be deemed effective on the date personally delivered or, if mailed, (3) days after the postmarked date.

ARTICLE 16 – WAIVER

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

ARTICLE 17 – AUDIT

The City shall maintain records of all documents, notices, checks, and other records required or procured under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for the inspection or audit, at any time during the regular business hours, upon written request by the City Manager or representative. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The City will comply with any open records law applicable to these records.

ARTICLE 18 – CONFLICT OF INTEREST

The Artist and City shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

ARTICLE 19 – AMENDMENTS

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

ARTICLE 20 – ENTIRE AGREEMENT

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

For City of Joliet:	For Artist:
_____	_____
Name	Name
_____	_____
Signature	Signature

_____
Title

_____
Date

_____
Title

_____
Date

ATTEST:

_____
Name

_____
Signature

_____
Title

_____
Date

EXHIBIT A

THE ARTIST'S DESCRIPTION OF THE ARTWORK

My concept is a domed structure that is intended to be functional, adaptive, and creatively driven by my artistic viewpoints. A recurring motif in my public art practice is to interpret and present organic and natural objects that are representative of our natural environment. I also wanted to ensure the work addresses the functional elements of providing a shade structure, and that the artwork serves as the visual framework for a holistic lighting concept, to enhance the work's presence. To emulate traditional Chinese paper cut art techniques, which I've incorporated in several of my previous public artworks, sections of the dome would be transparent. The purpose of employing paper cut art techniques is to dynamically present a diverse range of subject matter, in both figurative and abstract forms. The visual content for the paper cut sections would be explored and developed through site visits and a community engagement program, to give the public a direct opportunity to contribute to the artwork's final design. This community activation is an integral component of my public art practice, to advocate and express a viewpoint that public art should proactively reflect and respond to individual and communal narratives and values.

Taking into consideration the space guidelines provided for the project site, the work's tentative dimensions would be about 18-19 feet in width, and 10 feet at its highest point. The sculpture would be fabricated out of stainless-steel members and panels. A practical consideration and benefit of the perforations is the reduction of mass, allowing for the passage of light and air, and the enhancement of structural rigidity for wind loads and other adverse weather conditions. The perforations' size would be dynamically adjusted so that it serves the intended function of a shade structure. The work would be painted in a monochromatic white color palette.

The work would be fabricated into several modular components, and would be installed to the current base by installing epoxy reinforced mounting bolts and securing them to the mounting plates. Installation for a work of this size would be completed in two days. The work would weigh about 3,000 pounds.

EXHIBIT B

ARTWORK BUDGET

PROJECT BUDGET

Description	Amount
Design, Machining, Tooling, and Fabrication Labor	$100,000
Materials	$30,000
Shipping, Installation Costs	$20,000
Engineering Review	$5,000
Insurance, Administrative Costs	$2,000
Artist Fee	$40,000
Total	**$197,000**

PROJECT FINANCING SCHEDULE

Milestone/Deliverable	Amount
Upon Contract Signing	30%
Approval of Final Design	20%
Approval of Fabricated Artwork	30%
Final Installation and Acceptance of Artwork	20%

PROJECT TIMELINE

Phase	Amount
Community Engagement	4 weeks
Final Design Development	10 weeks
Engineering Testing and Validation	2 weeks
Fabrication	10 weeks
Transportation	3 weeks
Final Installation	1-2 days
Total	**30 weeks**

EXHIBIT C

PAYMENT SCHEDULE

PROJECT FINANCING SCHEDULE

Milestone/Deliverable	Amount
Upon Contract Signing	30%
Approval of Final Design	20%
Approval of Fabricated Artwork	30%
Final Installation and Acceptance of Artwork	20%

EXHIBIT D

INSURANCE

a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit D with insurance companies authorized to do business in the State of Illinois. The required insurance shall cover the Artist's employees, agents, contractors, or subcontractors. The Agency, its officials, employees, agents, and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents, and contractors.
b. The duration of the general liability insurance described in Exhibit D shall extend for one year after the termination of this Agreement.
c. The Artist and the Artist's subcontractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, agents, and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents, and contractors shall be in excess of the Artist's or Artist's subcontractors' insurance and shall not contribute with the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in Exhibit D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current, and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount, and classification as specified in Exhibit D and that no material changes, cancellation, suspension, or reduction in limits of insurance shall be effective except after 30 days prior written notice to the City. Each certificate shall indicate that the subcontractors are additional insureds, or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
e. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
f. Failure of the Artist to comply with any of the terms of this Exhibit D shall be considered a material breach of this Agreement and cause for its immediate termination.

Insurance Policies

a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
    i. Premises/operations liability
    ii. Products/completed operations
    iii. Personal/advertising injury
    iv. Contractual liability
    v. Broad-form property damage
    vi. Independent contractor's liability

    Said policy must provide coverages in amounts that are acceptable to the City of Joliet.
b. Automobile liability insurance policy, including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:
    i. Bodily injury liability of $50,000 for each person
    ii. $300,000 per occurrence
    iii. Property damage liability of $25,000 for each occurrence
c. Transportation/Cartage insurance all-risk. Coverage must include loading, transportation, and unloading of the Artwork. If the Artwork is to be loaded, transported, or unloaded by a person or

entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limits shall be the total amount of compensation paid to Artist through the date of loading under Exhibit C.

d. All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork under Exhibit C.

e. Worker's Compensation and Employer's Liability insurance in accordance with the statutory requirements of the State of California and State of Illinois, providing coverage for any and all employees of the Artist. The Artist shall also require all subcontractors to carry this coverage. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be $100,000.

EXHIBIT E

TRANSFER OF TITLE

STATE OF: Illinois

COUNTY OF: Will

Transfer of Title

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer, and convey to the City, located in Joliet, Illinois, its assigns and successors, all right, title, and interest in the ownership of the Artwork commissioned by Agreement of _____ and as described therein.

Title: _____

Location: _____

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of _____, 20__.

_____
WITNESS

_____
ARTIST

Sworn to a subscribed
Before me this ___ day
Of _____, 20__.

_____
ADDRESS

_____
NOTARY PUBLIC
My Commission Expires: _____
(NOTARY SEAL)

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Wednesday, October 2, 2024

5:00 PM

City Hall, Council Chambers

Arts Commission

Commission Members
Donna Franks-Tapley
Eric Gorder
Tom Grotovsky
Vince Logan
Ron Romero
John Simpson,Jr.
Peg Stoiber
Deborah Summers
Ellis Wright

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

1. ROLL CALL

The meeting was called to order at 5:00 p.m.

Present	Eric Gorder, John Simpson Jr, Peg (Marguerite) Stoiber, Ron Romero, Vince Logan , Tom Grotovsky and Deborah Summers
Absent	Ellis Wright and Donna Franks-Tapley

2. APPROVAL OF MINUTES

Attachments: Meeting Minutes September 18 2024

A motion was made by Tom Grotovsky, seconded by Eric Gorder, to approve COUNCIL MEMO #TMP-7776: Meeting Minutes - September 18, 2024. The motion carried by the following vote:

Aye:	Gorder, Simpson Jr, Stoiber, Romero, Logan, Grotovsky and Summers
Absent:	Wright and Franks-Tapley

3. CITIZENS TO BE HEARD ON AGENDA ITEMS

None.

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 Commission members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

4. OLD BUSINESS

A. Discussion of finalists for the City Square Sculpture competition.

The Commission discussed each of the six finalist entries for the City Square Sculpture competition.

Mirror Image:
Commissioner Gorder questioned the value of having an artwork display of the buildings surrounding the City Square while being in the City Square. Most commissioners agreed. Commissioner Stoiber mentioned that the sculpture is somewhat disorienting. Additional questions were raised regarding the sculpture's long-term durability.

Dome of Unity:
Several commissioners cited the ability of this entry to incorporate community input into the final design and public outreach and workshops planned to be conducted by the artist as major benefits to the sculpture entry. The Commission also appreciated the efforts of the artist to create a project website to keep the public informed of the development process and allow for continuous public input. Commissioner Gorder stated that the design could be more invigorating. Commissioner Stoiber stated it was not her favorite entry and had difficulty moving forward with something where the final design is not yet in place. Commissioner Grotovsky stated that he felt it was a nice multi-cultural piece of art that was sleek and

modern. Chairman Romero emphasized that he likes what the sculpture stands for, and that the proposed lighting and shadows cast from sculpture are appealing.

Woman of Steel and Stone:
Several commissioners stated that they felt this entry was the most symbolic of Joliet's history and culture. Commissioner Gorder stated that the sculpture seemed too familiar with many of the figurative, gender-specific, sculptures that are already abundant in Joliet. Other commissioners felt that the sculpture might not be contemporary enough for this project and location. The Commission discussed that while it is nice to have a local artist in the final pool of candidates, it would also be nice to have a national or international artist's work shown prominently in Joliet.

Nature Gate:
Commissioner Grotovsky remarked that he liked the symbolism of the door acting as an entry point from the past of the city's architecture and heritage, to the newness and progress of the future City Square. Grotovksy also stated that he thought maintenance of the sculpture might be difficult over time, and that there is some confusion over the relevance of the structure and tree within the sculpture. Commissioner Gorder stated that he thought it was a perfectly acceptable sculpture, but that it would be better suited in a more natural, park or forest setting.

Vessels:
Chairman Romero stated that he felt this entry did not make enough of a statement. Commissioner Gorder stated that this entry would also be better suited in a park setting. Other commissioners stated that this entry does not meet the quality of the other finalist entries.

Joy:
Chairman Romero had concerns about the interior lighting amplifying heat. Commissioner Gorder responded saying he felt this would likely not be an issue. Commissioner Logan commented that quarterly inspections for structural integrity might be a lot to take on, from a maintenance perspective. Commissioner Simpson expressed concerns over maintenance and the amount of time it would take to finish the sculpture. Commissioners also brought up concerns over how often interior lighting on the sculpture might need to be replaced. Commissioner Gorder stated that despite some challenges with maintenance, this is the most visually impactful entry.

Attachments: Finalist Review Criteria

Attachments: AVVA_Mirror Image_Joliet City Square Sculpture Finalist Proposal

Attachments: City of Joliet RFP # 2802-1124 - Sijia Chen Studio

Attachments: DiBartolo_City Square Final Proposal Combined

Attachments: CITY OF JOLIET HQ proposal_compressed (1)

Attachments: Jorgensen_Tim_Vessels

Attachments: James Peterson - Joliet City Square Proposal

B. Recommendation of an artist and sculpture to the City Council for an award of contract for the City Square Sculpture competition.

The Commission engaged in a prolonged discussion about two favorite entries, "Dome of Unity" and "Joy."

After taking an informal polling of which entry each commissioner preferred, commissioners Logan, Stoiber, Grotovsky, Romero, and Summers stated their preference for "Dome of Unity." Reasons for their position of support included the ability to incorporate community input into the final paper-cut design, the sleek, modern look of the dome, and the ability to having various lighting and shadow effects on the square.

Commissioners Gorder and Simpson stated their preference for "Joy." They stated that "Joy" has better volume and is more visually striking.

Following the informal polling, the Commissioner Simpson motioned, and Commissioner Grotovsky seconded, that the Joliet Arts Commission recommend "Dome of Unity" by Sijia Chen for an award of contract to the City Council. The motion carried by a vote of 7-0. Voting aye were Commissioners Goder, Grotovsky, Logan, Romero, Simpson, Stoiber, and Summers.
A motion was made by John Simpson, Jr, seconded by Tom Grotovsky, to recommend for City Council approval "Dome of Unity" by artist Sijia Chen for an award of contract. The motion carried by the following vote:

Aye:	Gorder, Simpson Jr, Stoiber, Romero, Logan, Grotovsky and Summers
Absent:	Wright and Franks-Tapley

5. NEW BUSINESS

None.

6. NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Chairman Romero asked if a summary of the 2024 IAC General Operating Support grant expenditures could be provided at the next meeting. Staff Liaison Heitner said he would prepare a summary report.

7. PUBLIC COMMENT

None.

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 Commission members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

8. ADJOURNMENT

The meeting adjourned at 6:38 p.m.

Aye:	Gorder, Simpson Jr, Stoiber, Romero, Logan, Grotovsky and Summers
Absent:	Wright and Franks-Tapley

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

Approver Report

File Number: 498-25

File ID: 498-25 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/11/2025

Department: Planning and Zoning **Final Action:**

Title: Award of Contract for the City Square Sculpture to Sijia Chen Studio in an Amount Not to Exceed $197,000.

Agenda Date: 09/16/2025

Attachments: Sijia Chen Finalist Proposal, Sijia Chen Initial Proposal, Published RFP - City Square Sculpture, Draft Contract, Arts Commission Meeting Minutes - October 2, 2024

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Gina Logalbo	Approve	9/15/2025
1	2	9/12/2025	Dustin Anderson	Approve	9/15/2025
1	3	9/12/2025	Kevin Sing	Approve	9/16/2025
1	4	9/12/2025	Todd Lenzie	Approve	9/16/2025
1	5	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 500-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Beth Beatty, City Manager

SUBJECT:
Resolution to Approve Class “O” Full Outdoor Liquor License Permit at 1401 Gateway Boulevard, Suite 110 - Joliet Boulevard, LLC

BACKGROUND:
A Liquor Hearing was held Friday, June 27th, 2025, with Liquor Commissioner for Joliet Boulevard, LLC

RECOMMENDATION:
Attached are the Amended Liquor Findings & Recommendation of the Liquor Commissioner

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CITY OF JOLIET LIQUOR COMMISSIONER'S OFFICE
TERRY D'ARCY
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432

CITY OF JOLIET

FINDINGS OF THE LIQUOR COMMISSION
ISSUANCE OF A LIQUOR LICENSE

Based on a public hearing that took place on Friday, June 27th, 2025, the Liquor Commission of the City of Joliet hereby reports its findings based on Chapter 4, Section 5C of the Code of Ordinances of the City of Joliet to the City Council. The findings are as follows:

1. **(a) Applicant:** JOLIET BOULEVARD, LLC.
d/b/a Boulevard Food & Drink Hall - Joliet

   (b) Address of premises: 1401 Gateway Boulevard, Joliet, 60431

2. **Class of liquor license applied:** Class B – Premises Only

3. **Past Performance**: Applicant has 25 years of experience with sales and service of alcoholic liquor.

4. **Character and reputation of the applicant:** The applicant is not a convicted felon.

5. **General design and layout of the premises:** On file in the Mayor's Office.

6. **Amount of anticipated gross revenue from sale of alcoholic beverages:** 30%

7. **Nature of entertainment:** N/A

8. **Premise compliance with all ordinances of the city:**

   Building Inspections Department approval pending final inspection.

   Joliet Fire Department states there are no fire code violations.

9. **Any outstanding monies owed to the City of Joliet:** There are no monies owed to this address.

10. The following are the class, type and number of licensed premises within a one (1) mile radius of the proposed premises:

Class Type of Liquor License	Total
Class "A" Premises & Package:	
Class "A1" Brew Pub:	
Class "A2" Craft Brewery:	
Class "A3" Craft Distillery:	
Class "B" Premises Only:	
Class "C" Package Goods Only:	
Class "C-D" Package Goods Only/ Beer & Wine Only:	
Class "D" Premises/Beer & Wine Only:	
Class "E" Restaurant or Hotel:	
Class "F" Club:	
Class "J" Governmental & Non-for-profit:	
Class "K" Stadium:	
Class "L" Riverboat-Related Facility:	1
Class "P" Bicentennial Park:	
Class "TH" Theater or Cinema:	
Class "BG" Gas Station/On-Site/Gaming:	
Class "CG" Gas Station/Package:	
The total amount of liquor licenses within a one-mile radius of the proposed location:	1

11. Zoning, general character of the neighborhood and the impact of the premises of the surrounding neighborhood and the city as a whole:

The subject business is a restaurant inside the new Hollywood Casino Joliet located in Rock Run Collection. The casino and restaurant are permitted uses within the Rock Run Collection Planned Unit Development. The property is zoned B-2 (central business district), and package liquor sales and on-premises consumption are allowable uses in this zoning district.

The property is surrounded on the north, west, and east by commercial lots and a storm detention lot in Rock Run Collection, all zoned B-2. To the south are industrial warehouses, zoned I-1 (light industrial).

12. Any law enforcement problems created by the issuance of the liquor license:

Joliet Police Department does not foresee any special law enforcement problems associated with the issuance of this liquor license.

13. Comments at the hearing:

The liquor hearing was conducted by Deputy Liquor Commissioner Kevin Kelley, Interim Corporation Counsel Todd Lenzie, and Detective T.J. Gruber.

No one appeared in opposition to the issuance of the liquor license.

They have also applied for Full Outdoor/Beer Garden which would allow them to operate the Class O premises during the permitted hours of operation established by their license classification.

14. Recommendation:

Based on the liquor hearing, the Liquor Commission feels that the issuance of the liquor license would be in the best interest of the city, and therefore, recommends approval of the liquor license.

Terry D'Arcy
Terry D'Arcy
Mayor and Liquor Commissioner

Kevin Kelley
Deputy Liquor Commissioner

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE FINDINGS AND CONCURRING IN THE RECOMMENDATION OF THE LIQUOR COMMISSIONER AND DIRECTING THE APPROVAL OF AN APPLICATION FOR A CLASS O *FULL LICENSE* PERMIT FOR 1401 GATEWAY BOULEVARD

WHEREAS, the City of JOLIET, Illinois (City) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the City is authorized to act on applications for liquor licenses within the City of Joliet; and

WHEREAS, the Liquor Commissioner of the City of Joliet has received an application for the Class O (Outside Beer Garden), Full License Permit for the premises located at 1401 Gateway Boulevard, Suite 110, Joliet, Illinois; and

WHEREAS, the Liquor Commissioner has convened a hearing thereon in the manner provided by law and ordinance and has made certain amended findings of fact and has submitted to the Council his recommendations thereon; and

WHEREAS, the City of Joliet is a home rule unit of local government.

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

SECTION 1: The amended findings of the Liquor Commissioner attached thereto and incorporated herein are hereby adopted in total as the findings of the Mayor and City Council.

SECTION 2: The recommendation of the Liquor Commissioner to approve said application for the issuance of a Class O, Full License, Liquor Permit is hereby concurred in.

SECTION 3: The Liquor Commissioner is hereby authorized and directed to approve said application by written order. A copy of this Resolution and the Approval Order shall be served upon the applicant within ten (10) days of the effective date of this Resolution.

SECTION 4: This Resolution shall take effect upon its passage and approval.

SECTION 5: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed.

SECTION 6: Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

PASSED this_____day of_____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 500-25

File ID: 500-25 **Type:** License and Permit **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

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

Title: Resolution to Approve Class “O” Full Outdoor Liquor License Permit at 1401 Gateway Boulevard, Suite 110 - Joliet Boulevard, LLC

Agenda Date: 09/16/2025

Attachments: JOLIET-BOULEVARD, LLC - 1401 GATEWAY BOULEVARD - AMENDED LIQUOR HEARING FINDINGS - JUNE 27, 2025.pdf, RESOLUTION TO APPROVE CLASS O FULL OUTDOOR LIQUOR PERMIT - 1401 GATEWAY BOULEVARD - JOLIET BOULEVARD, LLC.pdf

Entered by: dbonner@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 502-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2025 Fiscal Year

BACKGROUND:
On December 17, 2024, the City Council adopted Ordinance No. 18704 establishing the 2025 Annual Budget. Under Illinois law (65 ILCS 5/8-2-9.6), the City Council may revise the annual budget by a two-thirds vote, provided sufficient funds exist to support the revision.

The Community Development Department is managing several projects within the City's TIF Districts. These include preparing annual reports for submission to the Illinois State Comptroller, redeveloping City-owned properties within the districts, and conducting a decrement study for five of Joliet's six TIF Districts. The City Council approved the study on June 3, 2025, for $72,615.

These initiatives were not contemplated at the time the 2025 budget was adopted. Nevertheless, sufficient funds are available within each TIF District to support the proposed expenditures. Adoption of this ordinance will authorize the appropriation of such funds for the purposes described above.

The Finance Committee met on September 16, 2025, and recommended full City Council approval.

CONCLUSION:
The activities listed require the involvement of consultants, which is an eligible expense under the TIF Act and covered by existing TIF funds; no additional City funds would be required.

The following amendments to the 2025 Annual Budget are proposed:

TIF Name	Organization	Object	Amount Requested	Purpose
City Center - #2	25020240	523300	$41,641.50	TIF Decrement Study, Annual TIF Report Fees, Consulting Fees
Cass Street - #3	25120240	523300	$8,235.33	TIF Decrement Study, Annual TIF Report Fees
St. Joseph - #4	25220240	523300	$4,201.17	TIF Decrement Study, Annual TIF Report Fees
Downtown - #5	25320240	523300	$22,837.83	TIF Decrement Study, Annual TIF Report Fees
Silver Cross - #6	25420240	523300	$6,701.17	TIF Decrement Study, Annual TIF Report Fees
Rock Run - #7	25520240	523300	$2,667.00	Annual TIF Report Fees

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RECOMMENDATION:

Based on the above, it is recommended that the Mayor and the City Council approve an Ordinance authorizing an amendment to the annual budget of the City of Joliet for the 2025 Fiscal Year.

powered by Legistar™

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE ANNUAL BUDGET OF THE CITY OF JOLIET FOR THE 2025 FISCAL YEAR

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City of Joliet adopted Ordinance No. 18704 on December 17, 2024, adopting an annual budget for the fiscal year commencing on January 1, 2025, and ending on December 31, 2025; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the City of Joliet may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and**,**

WHEREAS, the Community Development Department is leading a decrement study for five of the City of Joliet's Tax Increment Financing (TIF) Districts; and,

WHEREAS, the City Council awarded a contract to the Johnson Research Group on June 3, 2025 (CM #328-25), to conduct a TIF Study for the amount of $72,615.00; and,

WHEREAS, the Community Development Department is working on the redevelopment of City-owned property within the City Center Redevelopment Project Area - TIF District #2, and has engaged a municipal finance consultant to assist the City with the evaluation of the project, as approved under the authority of the City Manager; and,

WHEREAS, the City must submit annual reports of each TIF District to the Illinois State Comptroller, which are prepared by a consultant; and,

WHEREAS, each TIF District included in the study has sufficient funds available to effectuate this revision; and,

WHEREAS, the City of Joliet is a home rule unit of local government.

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

SECTION 1: The City of Joliet's 2025 Annual Budget is hereby amended to increase the following expenditures:

TIF Name	Organization	Object	Amount Requested	Purpose
City Center - #2	25020240	523300	$41,641.50	TIF Decrement Study, Annual TIF Report Fees, Consulting Fees
Cass Street - #3	25120240	523300	$8,235.33	TIF Decrement Study, Annual TIF Report Fees
St. Joseph - #4	25220240	523300	$4,201.17	TIF Decrement Study, Annual TIF Report Fees
Downtown - #5	25320240	523300	$22,837.83	TIF Decrement Study, Annual TIF Report Fees
Silver Cross - #6	25420240	523300	$6,701.17	TIF Decrement Study, Annual TIF Report Fees
Rock Run - #7	25520240	523300	$2,667.00	Annual TIF Report Fees

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

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

PASSED this ___ day of _____, 2025

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PREPARED BY: **Paulina Martínez**, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 502-25

File ID: 502-25 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 08/13/2025

Department: Economic Development **Final Action:**

Title: Ordinance Authorizing an Amendment to the Annual Budget of the City of Joliet for the 2025 Fiscal Year

Agenda Date: 09/16/2025

Attachments: ORD_Budget_Amendment_TIFs.docx

Entered by: pmartinez@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/9/2025	Gina Logalbo	Approve	9/11/2025
1	2	9/9/2025	Dustin Anderson	Approve	9/11/2025
1	3	9/10/2025	Kevin Sing	Approve	9/11/2025
1	4	9/11/2025	Todd Lenzie	Approve	9/12/2025
1	5	9/12/2025	Beth Beatty	Approve	9/15/2025

Memo

File #: 503-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Approving a Variation of Use to Allow the Continuation of a Two-Unit Residence, an R-3 (One- and Two-Family Residential) Use, in the R-2 (Single-Family Residential) Zoning District

BACKGROUND:
The applicant, Angela M. Gutierrez, is requesting a Variation of Use to allow the continuation of a two -unit residence, an R-3 (one-and two-family residential) use, in an R-2 (single-family residential) zoning district located at 421 Abe Street. The main building on the subject property was built in the 1930's and has been used as a two-unit residence at various times throughout its history. The ground floor dwelling unit has two entrances, one on the building's east side, and one on the building's south side. The second-floor unit has a separate entrance off the building's north side. The subject property is approximately 4,364 square feet in size and contains a two-story building with a four-car parking pad to the immediate south. Section 47-6.6 of the City's Zoning Ordinance requires two off-street parking spaces for each dwelling unit for properties within the R-2 zoning district.

The subject property was downzoned to its current zoning designation of R-2 (single-family residential) zoning in 1997 along with numerous other properties in this area of the City. However, the surrounding area contains a higher density than is found in most R-2 zoned neighborhoods. Several houses in the area were either built as two-unit residences or have been converted to two-unit residences. The surrounding zoning map shows that six lots within the same block contain R-3 (one- and two-family residential) zoning. One block to the west along Henderson Avenue, 13 lots contain R -3 zoning.

The property was purchased in 2022 with the understanding that the correct zoning to allow two dwelling units was already in place. The first-floor unit is currently owner occupied. The parking pad located south of the main building can adequately accommodate four off-street parking spaces, per R -2 zone requirements. Since the subject property has a history of operating with two dwelling units and is situated in a neighborhood with numerous two-dwelling structures, staff does not believe the requested Variation of Use will alter the essential character of the neighborhood.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter on August 21, 2025. Angela M. Gutierrez represented the petition. No one spoke in favor of or in opposition to the petition at the public hearing. Meeting minutes are attached hereto.

RECOMMENDATION OF THE ZONING BOARD OF APPEALS:
Bob Nachtrieb moved that the Zoning Board of Appeals recommend approval of the Variation of Use

to allow the continuation of a two-unit residence, an R-3 (one-and two-family residential) use, in the R -2 (single-family residential) zoning district, subject to the following conditions:

1. That the property shall comply with the City's Rental Inspection Program.

2. Should the property be declared a public nuisance by the City Council, the Variation of Use shall be subject to a rehearing and possible revocation of the Variation of Use.

Debbie Radakovich seconded the motion, which passed with four (4) aye votes. Voting aye were Hennessy, Nachtrieb, Radakovich, and Stiff. Commissioners Bias and Roehr were absent.

RECOMMENDATION:
Staff concurs with the recommendation of the Zoning Board of Appeals and recommends that the Mayor and City Council adopt the following, subject to the same conditions approved by the Zoning Board of Appeals above:

> Ordinance Approving a Variation of Use to Allow the Continuation of a Two-Unit Residence, an R-3 (One- and Two-Family Residential) Use, in the R-2 (Single-Family Residential) Zoning District.

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ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION OF USE
(421 Abe Street)

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

SECTION 1: A variation of use from the Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, is hereby granted to allow the specific use identified in Exhibit A on the real property described in Exhibit A and subject to the conditions set forth in Exhibit A. The variation of use is granted subject to the terms and conditions of all applicable federal, state, and local laws, ordinances, and regulations. The zoning classification of the subject property for which this variation of use is granted remains the same and is not changed in any way by the passage of this Ordinance. This Ordinance shall be strictly construed to prohibit any use not specifically granted herein or otherwise allowed by the Zoning Ordinance of the City of Joliet. Noncompliance with the mandatory conditions set forth in this Ordinance shall subject the variation of use to repeal.

SECTION 2: The findings of fact and recommendation of the Zoning Board of Appeals on the granting of this variation of use are hereby adopted and made a part of this Ordinance (unless the Zoning Board of Appeals has recommended against the approval of the variation of use, in which case this Ordinance has been passed by a favorable vote of at least two-thirds of the members of the City Council then holding Office).

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

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

PASSED this _____ day of _____, 2025.

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 30-07-10-237-045-0000
ADDRESS: 421 Abe Street
ZBA APPROVED: Yes
PETITION #: 2025-29

PREPARED BY: Ray Heitner, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

VARIATION OF USE FOR: 421 Abe Street

1. **LEGAL DESCRIPTION OF SUBJECT PROPERTY:**

   LOT 1 BLOCK 1 IN SARAH M WHITTIER'S SUB OF LOT 4 OF C A STRONG'S SUB, OF THE W1/2 SW1/4 SEC 9, T35N-R10E.

   PIN: 30-07-10-237-045-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Variation of Use to Allow the Continuation of a Two-Unit Residence, an R-3 (one- and two-family residence) in the R-2 (single-family residential) Zoning District.

3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

   1. That the property shall comply with the City's Rental Inspection Program.

   2. Should the property be declared a public nuisance by the City Council, the Variation of Use shall be subject to a rehearing and possible revocation of the Variation of Use.

STAFF REPORT

DATE: August 21, 2025
TO: Zoning Board of Appeals
FROM: Ray Heitner, Planner
RE: Petition Number: 2025-29
Applicant / Owner: Angela M. Gutierrez
Location: 421 Abe Street (COUNCIL DISTRICT #4)
Request: 2025-26: A Variation of Use to allow the continuation of a two-unit residence, an R-3 (one- and two-family residential) use, in the R-2 (single-family residential) zoning district.

Purpose

The applicant is requesting a Variation of Use to allow the continuation of a two-unit residence, an R-3 (one-and two-family residential) use, in an R-2 (single-family residential) zoning district located at 421 Abe Street. The requested Variation of Use petition will require City Council approval, with a recommendation from the Zoning Board of Appeals.

Site Specific Information

The main building on the subject property was built in the 1930's and has been used as a two-unit residence at various times throughout its history. The ground floor dwelling unit has two entrances, one on the building's east side, and one on the building's south side. The second-floor unit has a separate entrance off the building's north side. The subject property is approximately 4,364 square feet in size and contains a two-story building with a four-car parking pad to the immediate south. Section 47-6.6 of the City's Zoning Ordinance requires two off-street parking spaces for each dwelling unit for properties within the R-2 zoning district.

The subject property was downzoned to its current zoning designation of R-2 (single-family residential) zoning in 1997 along with numerous other properties in this area of the City. However, the surrounding area contains a higher density than is found in most R-2 zoned neighborhoods. Several houses in the area were either built as two-unit residences or have been converted to two-unit residences. The surrounding zoning map shows that six lots within the same block contain R-3 (one- and two-family residential) zoning. One block to the west along Henderson Avenue, 13 lots contain R-3 zoning.

Surrounding Zoning, Land Use and Character

The zoning and land use for the adjacent properties are as follows:

- North: R-2 (single-family residential), single-family residence
- South: R-3 (one- and two-family residential), two-family residence
- East: R-2 (single-family residential), single-family residence
- West: R-2 (single-family residential), single-family residence

Applicable Regulations

- Section 47-17.28 – Variation of Use
- Section 47-19.8 - Criteria for granting a Variation (refer to attachment)
- Section 47-6 – R-2 (single-family residential) Zoning District

***Section 47-17.28**: **Variation of Use**: A "variation of use" shall be defined to mean relief from strict compliance with the use limitations of this Ordinance regarding the classification, regulation, and restriction of the location where trades, industries, businesses, and residences may exist.*

Discussion

The petitioner wishes to continue the existing two-dwelling unit use at the subject property. The property was purchased in 2022 with the understanding that the correct zoning to allow two dwelling units was already in place. The first-floor unit is currently owner occupied. The parking pad located south of the main building can adequately accommodate four off-street parking spaces, per R-2 zone requirements. Since the subject property has a history of operating with two dwelling units and is situated in a neighborhood with numerous two-dwelling structures, staff does not believe the requested Variation of Use will alter the essential character of the neighborhood.

Conditions

If the Zoning Board desires to approve this Variation of Use to allow the continuation of a two-unit residence, an R-3 (one- and two-family residential) use, in the R-2 (single-family residential) zoning district, located at 421 Abe Street, staff recommends the following conditions be included:

1. That the property shall comply with the City's Rental Inspection Program.
2. Should the property be declared a public nuisance by the City Council, the Variation of Use shall be subject to a rehearing and possible revocation of the Variation of Use.

ZONING BOARD OF APPEALS

CRITERIA FOR VARIATIONS

Section 47-19.8 of the Zoning Ordinance states:

A variation shall not be granted in any case unless the Board shall find and clearly state in its record of the case that:

	Does the evidence presented sustain this criteria?	Comments
(1) Reasons sustaining the contention that strict enforcement of the Ordinance would involve practical difficulties or impose exceptional hardship were found as follows: (a) _____ (b) _____ (c) _____ (list of reasons)		
(2) Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the Board, a variation is permitted because the evidence sustained the existence of each of the three following conditions: (a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone. (b) The plight of the owner is due to unique circumstances. (c) The variation, if granted, will not alter the essential character of the locality.		
(3) A public hearing was held on such variation of which at least 15 days and not more than 30 days notice was published in the _____ (name of newspaper) on _____ (date).		

FOR OFFICE USE ONLY

Verified by Planner (please initial):_____

Payment received from:
Mario Gutierrez DBA
MGM Landscaping
815 Chase Avenue, Joliet, IL 60432

Petition #: 2026-
Common Address: 421 Abe
Date filed: 6/30
Meeting date assigned: 8/21

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR VARIATION OF USE

City of Joliet Planning Division, 150 W. Jefferson St., Joliet, IL 60432
Ph (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH VARIATION IS REQUESTED: 421 ABE ST., JOLIET, IL 60432

PETITIONER'S NAME: ANGELA M. GUTIERREZ

HOME ADDRESS: 421 ABE ST., JOLIET, IL ZIP CODE: 60432

BUSINESS ADDRESS: 421 ABE ST., JOLIET, IL ZIP CODE: 60432

PHONE: (Primary) 815-603-3266 (Secondary) _____

EMAIL ADDRESS: AGUTIERREZ325@ICLOUD.COM FAX: _____

PROPERTY INTEREST OF PETITIONER: 421 ABE ST., JOLIET, IL 60432

OWNER OF PROPERTY: MARIO & ANGELA GUTIERREZ

HOME ADDRESS: 421 ABE ST., JOLIET, IL ZIP CODE: 60432

BUSINESS ADDRESS: 421 ABE ST., JOLIET, IL ZIP CODE: 60432

EMAIL ADDRESS: AGUTIEREZ325@ICLOUD.COM FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone or email*):

OTHER PROJECTS AND/OR DEVELOPMENTS:

The upstairs had previously been converted into an apt. It was a 2 unit home before we purchased in May '22
We'd like to continue to keep as a 2 unit home.

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 30-07-10-237-045-0000 ;

_____ ; _____ ; _____ .

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (an attached copy preferred):

LOT 42 IN GEORGE P TROWBRIDGE'S SUBDIVISION OF A PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, THE TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

LOT SIZE: WIDTH:_____ DEPTH:_____ AREA:_____

PRESENT USE(S) OF PROPERTY: PRIMARY GUTIERREZ RESIDENCE

PRESENT ZONING OF PROPERTY: D2

VARIATION OF USE REQUESTED: SINGLE FAMILY HOME WITH 2 UNITS. We'd like to comply with getting our home zoned with the correct zoning code.

RESPONSE TO VARIATION OF USE CRITERIA

The Zoning Board of Appeals is authorized to grant or recommend relief only when it has received adequate evidence to establish a practical difficulty or hardship. The evidence must support each of the following three conditions:

(a) The property in question cannot yield a reasonable return by use permitted and subject to the conditions allowed by the regulations in the particular district or zone.
(b) The plight of the owner is due to unique circumstances.
(c) The variation, if granted, will not alter the essential character of the locality.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How do the applicable zoning regulations prevent the property in question from yielding a reasonable return?

I do not foresee any misuse or conditions that would not yield a reasonable return. The property was previously zoned as a 2 unit residence. The previous home owner complied with the City of Joliet, adhering to regular unit inspections. The previous owner was not aware that the area and home were blanket re-zoned. This has been ongoing for at least 30 years & no one seemed aware that this area was re-zoned. Had it not been for a recent home evaluation, this issue would have not been discovered.

2. *What unique circumstances exist which mandate a variance?*

The home has been used as a 2 Unit home for at least the last 30 years without any issues.

3. *What impact would the granting of this variance have upon the essential character of the general area? Please include both positive and negative impacts.*

We're probably the only owners on all of Ave that have regular rental inspections. I feel that we've attempting to comply with city ordinance. If the variance is not approved, we will have a vacant apt & will have to relocate the family member that currently resides there.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Angelo M. Barbera depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

Petitioner's Signature

Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this 26th day of June, 2025.

Official Seal
JENNIFER KAY MCCOLLUM
Notary Public, State of Illinois
Commission No. 988494
My Commission Expires March 20, 2028

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☐ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☐ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

PIN(s): 30-07-10-237-045-0000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☑	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

Angela & Mario Gutierrez
421 ABC St.
Joliet, IL. 60432

E-MAIL: AGutierrez3250 icloud.com **FAX:** N/A

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☑	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

Angela & Mario Gutierrez
401 Abe St.
Joliet, IL. 60438

E-MAIL: AGutierrez@icloud.com FAX: N/A

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: Angela M. Gutierrez

DATE: 06/20/2025

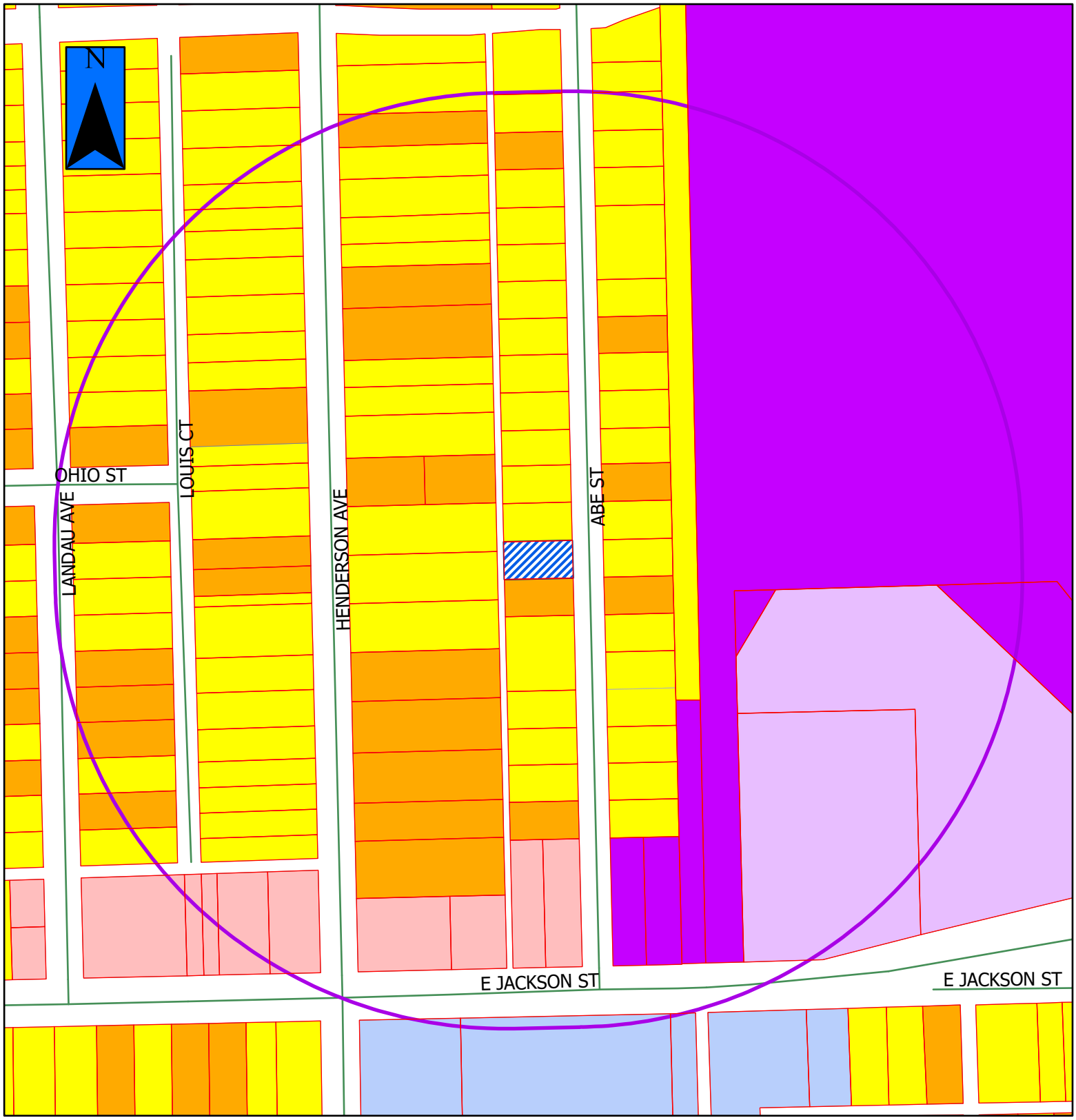
Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Angela M. Gutierrez, owner
815-603-3200

PRINT







2025-29

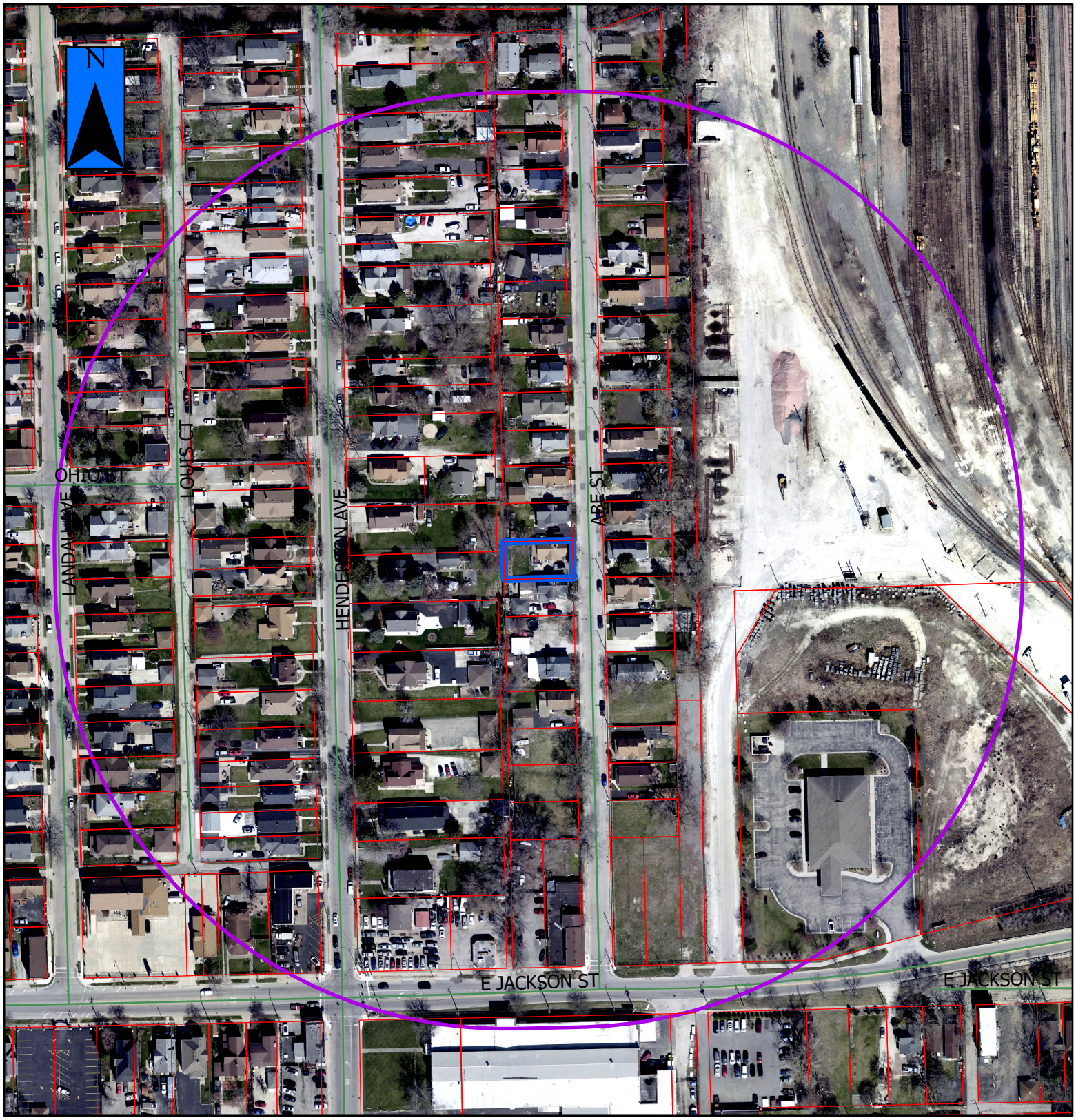
JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

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



2025-29 a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

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

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, August 21, 2025

2:00 PM

City Hall, Council Chambers

Zoning Board of Appeals

Board Members
Ralph Bias
Ed Hennessy
Bob Nachtrieb
Debbie Radakovich
Brigette Roehr
Jesse Stiff

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

CALL TO ORDER

ROLL CALL

Present	Ed Hennessy, Bob Nachtrieb, Debbie Radakovich and Jesse Stiff
Absent	Ralph Bias and Brigette Roehr

ALSO PRESENT: Planning Director Jayne Bernhard, Deputy Director of Engineering Sean Mikos, Planner Raymond Heitner, Planner Helen Miller, Economic Development Specialist Emily McGuire, Interim Deputy Corporation Counsel Stephanie Silkey, Assistant Corporation Counsel Deanna Donnelly, Legal Assistant Katy Fyksen, Public Works Office Manager Ada Martino, and Community Development Administrative Assistant Lauren Helland

Planning Director Jayne Bernhard explained Petition 2025-32 was withdrawn by the applicant.

Ms. Bernhard explained that only four Board members were present, described the vote requirements for variances and special use permits (not requiring City Council approval), and noted that petitioners may request to table their petition to the next Zoning Board of Appeals meeting.

APPROVAL OF MINUTES

Zoning Board of Appeals Meeting Minutes 7-17-25 **TMP-8810**

Attachments: Zoning Board of Appeals Meeting Minutes 7-17-25.pdf

A motion was made by Bob Nachtrieb, seconded by Debbie Radakovich, to approve Zoning Board of Appeals Meeting Minutes 7-17-25. The motion carried by the following vote:

Aye: Hennessy, Nachtrieb, Radakovich and Stiff

Absent: Bias and Roehr

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS: PUBLIC HEARING

None

NEW BUSINESS: PUBLIC HEARING

PETITION 2025-27: A Special Use Permit to allow a day care center, located at 1932 Essington Road. (COUNCIL DISTRICT #1) **TMP-8811**

PETITION 2025-28: A Variation to allow a day care center to be located less than 40 feet from any other lot in a residential zoning district, located at 1932 Essington Road. (COUNCIL DISTRICT #1)

Attachments: ZBA 2025-27 2025-28 (1932 Essington Road) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Maria Coleman appeared on behalf of the petition. There were no comments or questions from the Board. No one from the public spoke in favor of the petition. Stephanie Collom spoke in opposition to the petition. Ms. Coleman spoke again in response to the public comment.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve PETITION 2025-27: A Special Use Permit to allow a day care center, located at 1932 Essington Road. (COUNCIL DISTRICT #1)

PETITION 2025-28: A Variation to allow a day care center to be located less than 40 feet from any other lot in a residential zoning district, located at 1932 Essington Road. (COUNCIL DISTRICT #1). The motion carried by the following vote:

Aye: Hennessy, Nachtrieb, Radakovich and Stiff

Absent: Bias and Roehr

PETITION 2025-29: A Variation of Use to allow the continuation of a two-unit residence, an R-3 (one- and two-family residential) use, in the R-2 (single-family residential) zoning district, located at 421 Abe Street. (COUNCIL DISTRICT #4) **TMP-8812**

Attachments: ZBA 2025-29 (421 Abe Street) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Angela Gutierrez appeared on behalf of the petition. In response to Mr. Nachtrieb's question, Ms. Gutierrez explained the property passed the rental inspection in February 2025. Mr. Hennessey commented on downzoning that occurred in 1997. No one from the public spoke in favor of or in opposition to the petition.

A motion was made by Bob Nachtrieb, seconded by Debbie Radakovich, to approve PETITION 2025-29: A Variation of Use to allow the continuation of a two-unit residence, an R-3 (one- and two-family residential) use, in the R-2 (single-family residential) zoning district, located at 421 Abe Street. (COUNCIL DISTRICT #4). The motion carried by the following vote:

Aye: Hennessy, Nachtrieb, Radakovich and Stiff

Absent: Bias and Roehr

PETITION 2025-30: A Variation to reduce the rear yard setback to allow a covered deck, located at 6616 Colaric Drive. (COUNCIL DISTRICT #3) **TMP-8813**

Attachments: ZBA 2025-30 (6616 Colaric Dr) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Bob Gebel with United Architects and Trey Durden appeared on behalf of the petition. In response to Ms. Radakovich's question, Mr. Durden explained there was access to the deck from the second floor. No one from the public spoke in favor of or in opposition to the petition.

A motion was made by Jesse Stiff, seconded by Bob Nachtrieb, to approve PETITION 2025-30: A Variation to reduce the rear yard setback to allow a covered deck, located at 6616 Colaric Drive. (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Hennessy, Nachtrieb and Stiff

Nay: Radakovich

Absent: Bias and Roehr

PETITION 2025-31: A series of Variations to allow an attached carport, located at 2815 Ruth Fitzgerald Drive. (COUNCIL DISTRICT #1) **TMP-8814**

Attachments: ZBA 2025-31 (2815 Ruth Fitzgerald Drive) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Maria Lopez and Sandra Torrez appeared on behalf of the petition. There were no comments or questions from the Board. No one from the public spoke in favor of or in opposition to the petition.

A motion was made by Bob Nachtrieb, seconded by Jesse Stiff, to approve PETITION 2025-31: A series of Variations to allow an attached carport, located at 2815 Ruth Fitzgerald Drive. (COUNCIL DISTRICT #1). The motion failed by the following vote:

Aye: Nachtrieb and Stiff

Nay: Hennessy and Radakovich

Absent: Bias and Roehr

PETITION 2025-32: A Variation from the Non-Residential Design Standards to allow aluminum cladding in the B-3 (general business) district, located at 508 E. Cass Street. **TMP-8816**

(COUNCIL DISTRICT #4)

Attachments: ZBA 2025-32 (508 E Cass St) Staff Report Packet.pdf

Ms. Bernhard explained Petition 2025-32 was withdrawn.

PETITION 2025-33: A Special Use Permit to allow an early childhood education center and preschool, located at 221 Springfield Avenue, Unit 4. (COUNCIL DISTRICT #2) **TMP-8817**

Attachments: ZBA 2025-33 (221 Springfield Avenue Unit 4) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Kieara Washington appeared on behalf of the petition. Mr. Hennessy clarified that Joliet is a city, not a village. In response to Ms. Radakovich's question, Planner Raymond Heitner explained the special use permit for a day care was approved in 2022 but never received a Certificate of Occupancy. No one from the public spoke in favor of or in opposition to the petition.

A motion was made by Debbie Radakovich, seconded by Bob Nachtrieb, to approve PETITION 2025-33: A Special Use Permit to allow an early childhood education center and preschool, located at 221 Springfield Avenue, Unit 4. (COUNCIL DISTRICT #2). The motion carried by the following vote:

Aye: Hennessy, Nachtrieb, Radakovich and Stiff

Absent: Bias and Roehr

PETITION 2025-34: A Variation to reduce the corner side yard setback to allow a rear addition to the existing residence, located at 501 Albert Avenue. (COUNCIL DISTRICT #5) **TMP-8815**

Attachments: ZBA 2025-34 (501 Albert Ave) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Leticia Quintero appeared on behalf of the petition. There were no comments or questions from the Board. No one from the public appeared in favor of or in opposition to the petition.

A motion was made by Bob Nachtrieb, seconded by Debbie Radakovich, to approve PETITION 2025-34: A Variation to reduce the corner side yard setback to allow a rear addition to the existing residence, located at 501 Albert Avenue. (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Hennessy, Nachtrieb, Radakovich and Stiff

Absent: Bias and Roehr

OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Bob Nachtrieb, seconded by Debbie Radakovich, to approve adjournment. The motion carried by the following vote:

Aye: Hennessy, Nachtrieb, Radakovich and Stiff

Absent: Bias and Roehr

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

Approver Report

File Number: 503-25

File ID: 503-25 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: **Final Action:**

Title: Ordinance Approving a Variation of Use to Allow the Continuation of a Two-Unit Residence, an R-3 (One- and Two-Family Residential) Use, in the R-2 (Single-Family Residential) Zoning District

Agenda Date: 09/16/2025

Attachments: Ordinance - Variation of Use ZBA 2025-29 (421 Abe Street).docx, ZBA 2025-29 (421 Abe Street) Staff Report Packet.pdf, Zoning Board of Appeals Minutes 08-21-25.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/9/2025	Dustin Anderson	Approve	9/10/2025
1	3	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	4	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 504-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Approving Amendments to the Subdivision Regulations Regarding Final Plats

BACKGROUND:
The City's Subdivision Regulations are adopted by ordinance to guide the process by which land is subdivided for the purpose of providing orderly, planned, efficient, and economical development of the City. For most subdivisions, three different plats must be submitted before subdivided land is recorded with Will or Kendall County. These plats include the preliminary, final, and recording plats. The proposed amendments to Section 3.3(A) of the City's Subdivision Regulations pertain to application procedure requirements with the final plat portion of the subdivision process.

Construction Plans are documents that are submitted during the subdivision process that allows City staff to verify how the proposed site will be modified with respect to site topography, roadway and sidewalk construction, utility infrastructure, and several other related site design elements. The goal is to ensure that the proposed design of these elements meets the City's required construction standards and specifications.

One proposed amendment to the City's Subdivision Regulations will require subdivision applicants to obtain approval of construction plans from City staff, prior to submitting final plat petitions. Currently, these plans are submitted and reviewed simultaneously with the final plat. Staff believes that the final plat review process will be accelerated if construction plan details are finalized prior to final plat submittal. Changes to a site's construction plans can often result in material changes to the final plat. With construction plans pre-approved, these issues should be minimized during staff's final plat review.

Another proposed amendment is to eliminate the requirement for paper copies of the final plat. The City moved to an online submittal process (ProjectDox) and online review process in 2023. The City's Subdivision Regulations currently requires 18 paper copies of the final plat with the final plat application submittal.

The proposed amendments to Section 3.3(A) of the City's Subdivision Regulations are as follows:

Delete Subsection (3) of Section 3.3(A), which states:

- (The final plat application shall) *Be accompanied by a minimum of eighteen (18) paper copies of the final plat complying with these regulations and one (1) digitized copy thereof on a medium and in a format specified by the Director of Community Development.*

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Delete Subsection (4) of Section 3.3(A), which states:

- (The final plat application shall) *Be accompanied by a minimum of three (3) paper copies of construction plans as described in these regulations and one (1) digitized copy thereof on a medium and in a format specified by the Director of Public Works and Utilities.*

Replace Subsection (4) of Section 3.3(A), with:

- (The final plat application shall) *Be accompanied by construction plans that have been approved by the City of Joliet.*

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on this matter on August 21, 2025. City staff presented the petition. No one spoke in favor of or in opposition to the petition at the public hearing. Meeting minutes are attached hereto.

RECOMMENDATION OF THE PLAN COMMISSION:
Jason Cox moved, and Debbie Radakovich seconded, to approved M-2-25: Amendment to the Subdivision Regulations Regarding Final Plats. The motion passed with five aye votes. Voting aye were Cox, Kella, Martin, Radakovich, and Turk. Commissioners Crompton, Eulitz, Perez, and Roehr were absent.

RECOMMENDATION:
Staff concurs with the recommendation of the Plan Commission and recommends that the Mayor and City Council approve the Ordinance Approving Amendments to the Subdivision Regulations Regarding Final Plats.

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 3.3(A) OF THE SUBDIVISION REGULATIONS OF THE CITY OF JOLIET (Changes to Final Plat Submittal Requirements)

WHEREAS, the Mayor and City Council of the City of Joliet, Illinois (City) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Mayor and City Council have seen fit to regulate the process by which land is subdivided throughout the City; and

WHEREAS, all hearings required to be held before agencies of the City took place pursuant to proper legal notice, including the public hearing before the City of Joliet Plan Commission, to consider the proposed amendments; and

WHEREAS, the City of Joliet Plan Commission recommended approval of the amendments; and

WHEREAS, the City of Joliet is a home rule unit of local government.

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

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

SECTION 2: That Section 3.3(A) Subsection (3) of the Subdivision Regulations, containing the following, shall be deleted:

> *Be accompanied by a minimum of eighteen (18) paper copies of the final plat complying with these regulations and one (1) digitized copy thereof on a medium and in a format specified by the Director of Community Development.*

That Section 3.3(A) Subsection (4) of the Subdivision Regulations, containing the following, shall be deleted:

> *Be accompanied by a minimum of three (3) paper copies of construction plans as described in these regulations and one (1) digitized copy thereof on a medium and in a format specified by the Director of Public Works and Utilities.*

That the following language shall be inserted into Section 3.3(A) Subsection (4) of the Subdivision Regulations:

> *Be accompanied by construction plans that have been approved by the City of Joliet.*

SECTION 3: In the event that any provision or provisions, or portion or portions of this ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

SECTION 4: All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be deemed severable and the invalidity of any portion hereof shall not invalidate the remainder.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ___ day of _____, 2025

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

DATE: August 21, 2025

TO: Joliet Plan Commission

FROM: Ray Heitner - Planner

SUBJECT: M-2-25: Amendment to the Subdivision Regulations Regarding Final Plats

GENERAL INFORMATION:

APPLICANT:	City of Joliet
REQUESTED ACTION:	Approval of an Amendments to Section 3.3(A) of the City's Subdivision Regulations
PURPOSE:	To require approval of construction plans prior to the submission of a final plat

SPECIAL INFORMATION: Construction Plans are documents that are submitted during the subdivision process that allows City staff to verify how the proposed site will be modified with respect to site topography, roadway and sidewalk construction, utility infrastructure, and several other related site design elements. The goal is to ensure that the proposed design of these elements meets the City's required construction standards and specifications.

One proposed amendment to the City's Subdivision Regulations will require subdivision applicants to obtain approval of construction plans from City staff, prior to submitting final plat petitions. Currently, these plans are submitted and reviewed simultaneously with the final plat. Staff believes that the final plat review process will be accelerated if construction plan details are finalized prior to final plat submittal. Changes to a site's construction plans can often result in material changes to the final plat. With construction plans pre-approved, these issues should be minimized during staff's final plat review.

Another proposed amendment is to eliminate the requirement for paper copies of the final plat. The City moved to a online submittal process (ProjectDox) and online review process in 2023. The City's Subdivision Regulations currently requires 18 paper copies of the final plat with the final plat application submittal.

The proposed amendments to Section 3.3(A) of the City's Subdivision Regulations are as follows:

Delete Subsection (3) of Section 3.3(A), which states:

- (The final plat application shall) *Be accompanied by a minimum of eighteen (18) paper copies of the final plat complying with these regulations and one (1) digitized copy thereof on a medium and in a format specified by the Director of Community Development.*

Delete Subsection (4) of Section 3.3(A), which states:

- (The final plat application shall) *Be accompanied by a minimum of three (3) paper copies of construction plans as described in these regulations and one (1) digitized copy thereof on a medium and in a format specified by the Director of Public Works and Utilities.*

Replace Subsection (4) of Section 3.3(A), with:

- (The final plat application shall) *Be accompanied by construction plans that have been approved by the City of Joliet.*

SUMMARY: Approval of the proposed amendments will require subdivision applicants to acquire approval of construction plans prior to submittal of a petition for a final plat approval.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, August 21, 2025

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
John Kella
Wendell Martin
Roberto Perez
Debbie Radakovich
Brigette Roehr
Michael Turk

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

CALL TO ORDER

ROLL CALL

Present	Jason Cox, John Kella, Wendell Martin, Debbie Radakovich and Michael F. Turk
Absent	Jeff Crompton, Mike Eulitz, Roberto Perez and Brigette Roehr

ALSO PRESENT: Planning Director Jayne Bernhard, Deputy Director of Engineering Sean Mikos, Planner Raymond Heitner, Planner Helen Miller, Civil Engineer Kyle Hinson, Economic Development Specialist Emily McGuire, Assistant Corporation Counsel Deanna Donnelly, Legal Assistant Katy Fyksen, and Community Development Administrative Assistant Lauren Helland

APPROVAL OF MINUTES

Plan Commission Meeting Minutes 7-17-25 **TMP-8828**

Attachments: Plan Commission Meeting Minutes 7-17-25.pdf

A motion was made by Jason Cox, seconded by Michael F. Turk, to approve Plan Commission Meeting Minutes 7-17-25. The motion carried by the following vote:

Aye: Cox, Kella, Martin, Radakovich and Turk

Absent: Crompton, Eulitz, Perez and Roehr

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS: PUBLIC HEARING

FP-4-25: Final Plat of Laraway ANR Pipeline TC Energy Subdivision. (4101 S. Cherry Hill Road) (PIN # 10-11-12-200-002-0000) (COUNCIL DISTRICT #5) **TO BE TABLED** **TMP-8825**

Attachments: FP-4-25 Staff Report August 2025 Tabling.pdf

Planning Director Jayne Bernhard explained City staff requested a tabling of Petition FP-4-25: Final Plat of Laraway ANR Pipeline TC Energy Subdivision to the September 18, 2025 Plan Commission meeting.

A motion was made by Michael F. Turk, seconded by Wendell Martin, to table FP-4-25: Final Plat of Laraway ANR Pipeline TC Energy Subdivision. (4101 S. Cherry Hill Road) (PIN # 10-11-12-200-002-0000) (COUNCIL DISTRICT #5)

TO BE TABLED. The motion carried by the following vote:

Aye: Cox, Kella, Martin, Radakovich and Turk

Absent: Crompton, Eulitz, Perez and Roehr

OLD BUSINESS

None

NEW BUSINESS: PUBLIC HEARING

A-3-25: Annexation of 8.1 Acres, Classification to R-1B (Single-Family Residential) Zoning, and Approval of an Annexation Agreement. (East of Thoroughbred Lane, South of Old Renwick Road) (PIN # 06-03-24-200-036-0000) (COUNCIL DISTRICT #1) **TMP-8826**

PUD-6-25: Preliminary Planned Unit Development of DeLeon Subdivision. (East of Thoroughbred Lane, South of Old Renwick Road) (PIN # 06-03-24-200-036-0000) (COUNCIL DISTRICT #1)

Attachments: A-2-25 PUD-3-25 (DeLeon Sub) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Michael Rogina of Rogina Engineers & Surveyors, LLC appeared on behalf of the petition. In response to Commissioner Cox's question, Mr. Rogina explained house sizes would be within 2,500 square feet.

Area residents Mary Beth Moeller, Barry Gibson, and Thea Nephew provided public comments regarding the petition. Mr. Rogina responded to their concerns about single-family zoning, storm water retention, landscape easement maintenance, and lack of buffer on the north side.

A motion was made by Wendell Martin, seconded by Michael F. Turk, to approve A-3-25: Annexation of 8.1 Acres, Classification to R-1B (Single-Family Residential) Zoning, and Approval of an Annexation Agreement. (East of Thoroughbred Lane, South of Old Renwick Road) (PIN # 06-03-24-200-036-0000) (COUNCIL DISTRICT #1)

PUD-6-25: Preliminary Planned Unit Development of DeLeon Subdivision. (East of Thoroughbred Lane, South of Old Renwick Road) (PIN # 06-03-24-200-036-0000) (COUNCIL DISTRICT #1).

The motion carried by the following vote:

Aye: Cox, Kella, Martin, Radakovich and Turk

Absent: Crompton, Eulitz, Perez and Roehr

M-2-25: Amendment to the Subdivision Regulations Regarding Final Plats **TMP-8827**

Attachments: M-2-25 (Subdivision Regulations) Staff Report

Ms. Bernhard read the staff report into the record. In response to Commissioner Cox's question and Commissioner Kella's comment, Ms. Bernhard confirmed the amendment would eliminate paper copies, as the City's designated format was the ProjectDox portal, and construction plans would be required prior to final approval.

A motion was made by Jason Cox, seconded by Debbie Radakovich, to approve M-2-25: Amendment to the Subdivision Regulations Regarding Final Plats. The motion carried by the following vote:

Aye: Cox, Kella, Martin, Radakovich and Turk

Absent: Crompton, Eulitz, Perez and Roehr

NEW BUSINESS

None

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Ms. Bernhard explained the Comprehensive Plan survey would remain open through September 19 and highlighted the Community Workshop scheduled for September 17 from 5:00 to 7:30 p.m.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Wendell Martin, seconded by Jason Cox, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Kella, Martin, Radakovich and Turk

Absent: Crompton, Eulitz, Perez and Roehr

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

Approver Report

File Number: 504-25

File ID: 504-25 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: **Final Action:**

Title: Ordinance Approving Amendments to the Subdivision Regulations Regarding Final Plats

Internal Notes: Updated the agenda item title, per City Clerk's Office suggestion.

Agenda Date: 09/16/2025

Attachments: Ordinance Amending Sub Regs - Construction Plans.docx, M-2-25 (Subdivision Regulations) Staff Report.pdf, Plan Commission Minutes 08-21-25.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/12/2025	Dustin Anderson	Approve	9/15/2025
1	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
1	4	9/12/2025	Beth Beatty	Approve	9/16/2025

Memo

File #: 506-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Resolution Authorizing the Sale of a Police Dog to the Family of K-9 Officer Daniel Willis

BACKGROUND:
Ady, a German Shephard, approximately 9 years old that had been assigned to Officer Daniel Willis, is being retired due to the death of his handler. Due to the dog's specialized police training, the dog should not be made available for purchase by the general public as surplus property. The family of Officer Willis has requested that they be allowed to purchase the dog.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the resolution authorizing the sale of a police dog to the family of K-9 Officer Daniel Willis.

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RESOLUTION NO.

A RESOLUTION AUTHORIZING THE SALE OF A POLICE DOG TO THE FAMILY OF K-9 OFFICER DANIEL WILLIS

WHEREAS, the City of Joliet ("City") is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS the City owns a German Shepard dog with specialized police training that is used by the Joliet Police Department; and

WHEREAS, the Joliet Police Department is recommending that the dog, because of its special skills, not be made available to the general public as surplus property, and that the proper way to part with the dog is to convey legal title of the dog to the family of its former handler, K-9 Officer Daniel Willis; and

WHEREAS, the family of K-9 Officer Daniel Willis has agreed to compensate the City in the amount of $1.00 for the dog and has agreed to keep the dog and not sell it; and

WHEREAS, because of the special circumstances of this particular sale of the dog, the Mayor and City Council have determined that Section 2-435 of the Code of Ordinances, as it requires the sale of surplus property through competitive bidding or as it prohibits the sale of surplus property to a City employee, should not be enforced for this sale.

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

SECTION 1: The Mayor and City Council hereby authorize the sale of a 9-year-old German Shepard named Ady to the Willis family.

SECTION 2: This Resolution shall take effect immediately upon its passage.

PASSED this ____ day of _____, 2025.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

CITY OF JOLIET
CUSTOMER SERVICE
150 W JEFFERSON ST
JOLIET, IL 60432
815 724-3820
CUSTOMER RECEIPT

08/19/2025 02:51PM Milisa R.
024921-0001 000723083

MISCELLANEOUS
DONATIONS (PD033)
2025 Item: PD033
1 @ $1.0000 $1.00
Payment Id: 1277784

$1.00

Subtotal $1.00
Total $1.00

CASH $1.00

Change due $0.00

Paid by: ROBERT BADERTSCHER

Comments: K9 ADY RETIREMENT
LAURIE WILLIS
FUNDS BROUGHT BY ROBERT BADERTSCHER
OCMR

THANK YOU FOR YOUR PAYMENT.

CUSTOMER COPY

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 506-25

File ID: 506-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 08/19/2025

Department: **Final Action:**

Title: Resolution Authorizing the Sale of a Police Dog to the Family of K-9 Officer Daniel Willis

Agenda Date: 09/16/2025

Attachments: Resolution, Ady Receipt.jpg

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/5/2025
Notes:	Please have Todd review final resolution notes from 9-8-25 before publication.				
1	2	9/9/2025	William Evans	Approve	9/10/2025
1	3	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	4	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 507-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Jeff Carey, Chief of Fire

SUBJECT:
Resolution Authorizing an Intergovernmental Agreement with Joliet Junior College for a Public Safety Institute Feasibility Study

BACKGROUND:
The City of Joliet and Joliet Junior College (JJC) are exploring the development of a joint Public Safety Institute (PSI) to support the training and educational needs of their respective communities. The proposed resolution authorizes the City Manager to enter into an intergovernmental agreement with JJC and to allocate funding for a feasibility study related to this initiative.

CONCLUSION:
The City of Joliet, as a home rule unit under the Illinois Constitution, and JJC, as a public community college organized under the Illinois Public Community College Act, are both authorized to enter into intergovernmental agreements pursuant to the Illinois Intergovernmental Cooperation Act. Through this agreement, the City and JJC will collaborate to examine feasibility, design, construction costs, and funding options for a potential Public Safety Institute. This joint effort is intended to enhance public safety, training, capacity, and educational opportunities within the region.

Under the terms of the agreement, each party will be responsible for costs associated with items that solely benefit their respective agency. Any costs related to joint items, those that benefit both the City and JJC, will be shared equally. The City Manager will be authorized to approve expenditures not to exceed $250,000 for the City's share of the feasibility and planning phase.

Funds will be utilized from the Fire Capital Building Fund Org 30070020 Obj 557300

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing an Intergovernmental Agreement with Joliet Junior College for a Public Safety Institute Feasibility Study.

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RESOLUTION NO.

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND JOLIET JUNIOR COLLEGE FOR THE EXPLORATION OF A JOINT PUBLIC SAFETY INSTITUTE

WHEREAS, the City of Joliet ("Joliet") is a home rule unit of government pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, and as such, possesses the authority to exercise any power and perform any function pertaining to its government and affairs, including the authority to enter into intergovernmental agreements; and

WHEREAS, Illinois Community College District 525, commonly known as Joliet Junior College ("JJC"), is a public community college organized under the Illinois Public Community College Act (110 ILCS 805/1-1 et seq.); and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes public agencies, including municipalities and community college districts, to jointly exercise any power, privilege, or authority that each may exercise individually, and to enter into agreements for the performance of governmental services, activities, and undertakings; and

WHEREAS, Joliet and JJC desire to collaborate on the potential development of a joint Public Safety Institute ("PSI") to serve the training and educational needs of their respective communities, and wish to jointly explore the feasibility, design, construction costs, and funding options for such a facility; and

WHEREAS, the parties intend to formalize their responsibilities and authorize expenditures of up to $250,000 toward this exploratory effort.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, as follows:

SECTION 1: The City Manager is hereby authorized to take all necessary actions to execute an intergovernmental agreement that is consistent with Exhibit A, including the approval and expenditure of funds not to exceed $250,000 for the purposes outlined herein.

SECTION 2: This Resolution shall be in full force and effect immediately upon its passage and approval in accordance with applicable law.

PASSED this _____ day of _____, 2025

_____ _____

MAYOR **CITY CLERK**

VOTING YES:_____

VOTING NO:_____

NOT VOTING:_____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525 FOR THE EXPLORATION OF THE DEVELOPMENT OF A PUBLIC SAFETY INSTITUTE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") by and between ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525, with its main campus located at 1215 Houbolt Road, Joliet, Illinois 60431, and the CITY OF JOLIET, a municipal corporation, with offices located at 150 W. Jefferson Street, Joliet, Illinois 60432, collectively the "PARTIES" and each individually a "PARTY", is entered into this ___ of September, 2025.

WITNESSETH:

WHEREAS, the City of Joliet ("CITY") is a home rule municipal corporation in Illinois, and Illinois Community College District No. 525, known as Joliet Junior College ("JJC"), is a unit of local government in Illinois.

WHEREAS, under Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), local government units can contract or associate to share services and exercise, combine, or transfer powers.

WHEREAS, both the CITY and JJC are public agencies as defined by the Intergovernmental Cooperation Act. JJC provides education, training and certifications, while the CITY offers public safety services through its fire and police departments.

WHEREAS, the CITY and JJC aim to explore the feasibility, design, and cost of construction as well as funding of a joint Public Safety Institute ("PSI") to meet the training and educational needs of their communities. They recognize the benefits of a PSI for their students, residents and other public agencies in the region.

WHEREAS, the CITY and JJC value their partnership in developing a PSI, which will offer state-of-the-art training and education for students and public safety personnel. The CITY seeks to provide high-standard training to support its public safety services.

WHEREAS, the parties intend to establish their responsibilities in exploring the PSI's development and are authorized to spend up to $250,000 each for this purpose. The JJC Vice President of Finance and Administrative Services ("VPFSA") shall approve all costs and take necessary steps to implement this agreement on behalf of JJC.

NOW THEREFORE, in consideration of the mutual premises contained in this Agreement and other good and valuable consideration acknowledged by the Parties upon execution hereof, JJC and the CITY agree as follows:

1. **INCORPORATION OF RECITALS**

The recitals above are incorporated herein as though fully set forth.

2. **PARTY RESPONSIBILITIES**

CITY:

2.01 Subject to the terms, conditions, and provisions of this Agreement, the CITY shall reimburse JJC for an equal share of the costs of exploring the design, concept, costs of construction, and funding of a PSI.

2.02 The CITY shall cooperate with JJC in exploring the feasibility, design, concept, cost for construction, and potential funding of a PSI.

2.03. Representatives of the CITY will meet regularly with representatives of JJC to oversee the planning processes related to feasibility, design, concept, costs of construction and possible funding.

2.04 The CITY shall be responsible for the procurement of and contracting for any CITY-specific consulting services and shall comply with all Illinois Procurement Code and applicable state and local regulations requirements in doing so.

JJC:

2.05 Subject to the terms, conditions and provisions of this Agreement, JJC shall pay all costs of exploration of the design, concept, and study of the feasibility, cost, construction and funding of a PSI, with reimbursement provided to JJC by the CITY as provided in Section 2.01, above. JJC is responsible for its proportionate share of the costs.

2.06 JJC shall cooperate with the CITY in exploring the feasibility, design, concept, cost for construction, and potential funding of a PSI.

2.07 Representatives of JJC will meet regularly with representatives of the CITY to oversee the planning processes related to feasibility, design, concept, costs of construction and possible funding.

2.08 JJC shall be responsible for the procurement of and contracting for architectural, engineering, and any JJC-specific consulting services and shall comply with all Illinois Procurement Code, applicable state and local regulations requirements, and JJC Board Policy in doing so.

BOTH:

2.09 The Parties shall mutually agree on how to best allocate the costs of exploration of the development of a PSI among them.

3. **TERMINATION**

3.01 This Agreement shall terminate upon either the completion of the exploration of the feasibility of a PSI or a notice by either Party as provided in Section 3.03.

3.02 The completion of exploration of the feasibility of a PSI shall occur when the Parties agree that they have obtained all of the information they deem necessary to present to their governing bodies (JJC's Board of Trustees and the City's City Council) another intergovernmental agreement that would govern the complete planning, design, and construction of a PSI by the Parties.

3.03 Either party may terminate this Agreement upon sixty (60) days' written notice to the other Party.

3.04 In the event of termination under Section 3.03, both Parties shall pay their proportionate share of all financial obligations incurred in the exploration of the development of a PSI through the effective date of termination.

4. **NOTICES**

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY:
City Manager
City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432

FOR JJC:
Vice President for Finance & Administrative Services
Joliet Junior College
1215 Houbolt Road
Joliet, Illinois 60431

5. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by authorized representatives of the PARTIES.

6. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the PARTIES.

7. This Agreement constitutes the sole agreement of the PARTIES with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the PARTIES. It may not be modified except in a writing signed by the PARTIES.

8. If either PARTY fails to require the other to perform any term of this Agreement, that failure does not prevent the PARTY from later enforcing that term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the same term.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

CITY OF JOLIET

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 507-25

File ID: 507-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/11/2025

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

Title:

Agenda Date: 09/16/2025

Attachments: Resolution, Public Safety Institute - JJC Agreement.docx

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Gina Logalbo	Approve	9/15/2025
1	2	9/11/2025	Jeff Carey	Approve	9/15/2025
1	3	9/11/2025	Kevin Sing	Approve	9/15/2025
1	4	9/11/2025	Todd Lenzie	Approve	9/15/2025
1	5	9/12/2025	Beth Beatty	Approve	9/15/2025

Memo

File #: 508-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing a Modification of a Lease Agreement of Union Station at 50 W. Jefferson Street with JBM Golf Properties, LLC

BACKGROUND:
Since February 1, 2017, JBM Golf Properties, LLC., a.k.a Mistwood Golf Club (Mistwood), has leased and operated a premier wedding, banquet, and event venue at The Grand Ballroom Union Station at 50 W. Jefferson Street, which includes approximately 7,600 square feet of the second floor of Union Station and shares 2,750 square feet of common area space on the first floor.

The initial term of the lease was six years with two two-year renewal options. The final two-year extension expires on January 31, 2027. Mistwood currently pays 15% of its monthly gross receipts from the sale of food and beverages, or $5,000/month, whichever is greater. Mistwood has been steadily building its business and has been successful at booking events far in advance. In the last six years, this tenant has generated $327,030.80 in rent for the City of Joliet, plus food and beverage taxes, and starting this year, the tenant will also cover property taxes. For these reasons, Mistwood has requested a modification of the current lease payment structure and a long-term lease extension beyond 2027.

Economic Development staff reviewed the previous lease agreement, the rent collected, researched a similar agreement in the area, and negotiated a modified version of the lease terms with Mistwood, which includes:

- A reduction to 14.525% of the sale of food and beverages backdated to May 2025 through January 2027; and
- The $5,000 minimum fee waived for the month of March 2026, when the building is closed for elevator maintenance.

Additionally, Economic Development staff proposes:

- Extension of the current lease by five years with one five-year renewal option.
    - The new lease expiration date would be January 31, 2032 instead of January 31, 2027.

Starting on February 1, 2027, the rent structure would increase to 18% of the food and beverage sales or a fixed fee that would increase by $200 annually, starting at $5,200.
If both the City of Joliet and Mistwood agree to move forward with the additional five-year renewal option (February 1, 2032 to January 31, 2037), the monthly percentage of food and beverage sales collected by the City as rent would increase to 20%, and the fixed fee would continue to increase by $200 annually, starting at $6,200.

The proposed modified rent schedule is reflected below.

Projections for the proposed changes of the current lease:

- Year 2025 - $5,000 or 14.525% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $90,777.
- Year 2026 - $5,000 or 14.525% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $87,090.
  1. March $5,000 minimum fee waived contingent on the closure of the building for the elevator modernization project

Estimated Total Projected Revenue for the City: $177,867

Projections for the proposed initial five-year extension:

- Year 2027 - $5,200 or 18% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $113,043.
- Year 2028 - $5,400 or 18% of food & beverage sales, whichever is greater
  - Projected revenue for the City: $115,592.
- Year 2029 - $5,600 or 18% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $118,180.
- Year 2030 - $5,800 or 18% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $120,808.
- Year 2031 - $6,000 or 18% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $123,476.

Estimated Total Projected Revenue for the City: $591,099

Projections for the five-year option to renew:

- Year 2032 - $6,200 or 20% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $138,140.
- Year 2033 - $6,400 or 20% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $141,130.
- Year 2034 - $6,600 or 20% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $144,169.
- Year 2035 - $6,800 or 20% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $147,256.
- Year 2036 - $7,000 or 20% of food & beverage sales, whichever is greater.
  - Projected revenue for the City: $150,393.

Estimated Total Projected Revenue for the City: $721,088

This arrangement would provide the City of Joliet with a steady and reliable tenant that brings visitors to downtown Joliet on weekends, and highlights one of our most iconic historic buildings.

On September 3, 2025, the Land Use & Economic Development Committee voted to recommend approval of the proposed lease modifications by the full City Council.

CONCLUSION:

The modification to the proposed lease extension includes:

- Decreasing the current food and beverage sales percentage from 15% to 14.525% through January 31, 2027.

1 Waiving the minimum $5,000 fee in March 2026 due to closure of the building.
2 Extending the current lease by an additional five years.
3 Starting on February 1, 2027, the monthly rent structure would increase to 18% of food and beverage sales or $5,200/month with an annual increase of $200, whichever is greater.
4 A mutually agreed-upon five-year renewal option (February 1, 2032 to January 1, 2037).

- Increase to 20% of food and beverage sales or $6,200/month with an annual increase of $200, whichever is greater.

If the proposed modifications are approved, staff projects to collect approximately $591,099 from 2027 to 2032 or $1.3 million in rent from 2025 to 2037. These projections are based on the rent generated in 2024 and assume a 2% sales growth.

RECOMMENDATION:
Based on the above it is recommended that the Mayor and City Council approve a resolution authorizing a modification of a lease agreement of Union Station at 50 W. Jefferson Street with JBM Golf Properties, LLC.

RESOLUTION NO.

A RESOLUTION AUTHORIZING EXECUTION OF A MODIFIED LEASE AGREEMENT WITH JBM GOLF PROPERTIES, LLC

WHEREAS, Joliet Union Station, located at 50 East Jefferson Street, Joliet, Illinois PIN 30-07-10-335-016-0004 (the "Premises"), is owned by the City of Joliet (the “Landlord”) and the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation ("Metra"), as tenants in common; and

WHEREAS, on April 15, 1986, the City and Metra entered into a certain Agreement, a copy of which is available for public inspection in the Office of the City Clerk appended to Ordinance No. 8248, wherein the City is given the exclusive right to market and lease space in Joliet Union Station and to retain the revenue generated thereby; and

WHEREAS, JBM Golf Properties, LLC (the “Tenant") requested to extend the term of the lease agreement at a certain portion of Joliet Union Station commonly known as “The Grand Ballroom”; and

WHEREAS, Tenant wishes to modify the current payment structure through January 31, 2027, all in accordance with the terms and conditions set forth in the Union Station Lease Agreement, which was approved on September 20, 2016, through Resolution No. 7068; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to enter into a modified Lease Agreement with JBM Golf Properties, LLC; and

WHEREAS, the City of Joliet is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois.

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

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the Preamble to this Resolution are true, correct and complete and hereby incorporate the Preamble by reference as if fully set forth in this Section 1.

SECTION 2: The Mayor and City Manager are hereby authorized to execute the modified Union Station Lease Agreement, which is substantially the same as Exhibit "A" attached hereto and incorporated herein, between the City of Joliet and JBM Golf Properties, LLC. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 3: The City Clerk is authorized and directed to record the Lease between the Landlord and Tenant with the Will County Recorder of Deeds.

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.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2025

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PREPARED BY: **Paulina Martínez**, City of Joliet, 150 W. Jefferson Street, Joliet, Il 60432

MAIL TO: City Clerk, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432

UNION STATION LEASE AGREEMENT WITH JBM GOLF PROPERTIES, LLC

THIS LEASE AGREEMENT ("Lease") has been executed on the date set forth below immediately prior to the parties' signatures, but is made effective _____, 20___, and is by and between the **CITY OF JOLIET**, an Illinois municipal corporation ("Landlord"), and **JBM Golf Properties, LLC**, an Illinois limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Joliet Union Station, located at 50 East Jefferson Street, Joliet, Illinois PIN 30-07-10-335-016-0004 (the "Premises"), is owned by the City of Joliet (the "Landlord") and the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation ("Metra"), as tenants in common; and

WHEREAS, on April 15, 1986, the City and Metra entered into a certain Agreement, a copy of which is available for public inspection in the Office of the City Clerk appended to Ordinance No. 8248, wherein the City is given the exclusive right to market and lease space in Joliet Union Station and to retain the revenue generated thereby; and

WHEREAS, JBM Golf Properties, LLC (the "Tenant") requested to extend the term of the lease agreement at a certain portion of Joliet Union Station commonly known as "The Grand Ballroom"; and

WHEREAS, Tenant wishes to modify the current payment structure through January 31, 2027, all in accordance with the terms and conditions set forth in the Union Station Lease Agreement, which was approved on September 20, 2016, through Resolution No. 7068; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to enter into a modified Lease Agreement with JBM Golf Properties, LLC; and

WHEREAS, the City of Joliet is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, Landlord and Tenant hereby agree as follows:

1. Leased Premises and Common Areas; Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises. The Leased Premises may be used and occupied as a special events and banquet facility with an on-site commercial kitchen, related sales and managerial offices and ancillary storage areas. Tenant shall not use or allow the Leased Premises to be used for any purpose other than as specified herein, including the operation of a sexually oriented business as defined by the ordinances of the Landlord, and will not allow the Leased Premises to be used for any unlawful purpose. Tenant will not install or otherwise permit to be operated video or arcade games within the Leased Premises.

Use of Common Areas.

Tenant may use the Common Areas specifically described on the attached **Exhibit B** (the "Common Areas") to which, and for the purposes for which, other commercial tenants at the Joliet Union Station are given access during the Term, subject to the following conditions:

(a) The Common Areas shall be used by Tenant and Tenant's employees and invitees on a non-exclusive basis in common with employees and invitees of the Landlord and other tenants and parties to whom the right to use the Common Areas has been or is hereafter granted.

(b) Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties.

(c) Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Leased Premises.

Common Area Maintenance and Control.

Landlord reserves the right at all times to determine the nature and extent of all Common Areas and shall have exclusive control and management thereof. Landlord reserves the right to use, permit or deny the use of the Common Areas for any purpose which the Landlord's sole opinion may be in the best interests of the Joliet Union Station, including without limitation promotions, events, exhibits, displays, shows and other activities.

2. Term. All references herein to "Term" shall mean the Initial Term (as hereinafter defined) or the Subsequent Term (as hereinafter defined), as applicable.

(a) Current Term – The current term of this Lease ("Current Term") commenced on February 1, 2025 (the "Commencement Date") with an expiration date of January 31, 2027. The Tenant and the Landlord mutually agree to modify the rent payment structure to from 15% to 14.525% of gross receipts from the sale food and beverages or $5,000.00, whichever is greater. This rent payment structure shall be retroactive to May 2025. In addition, the landlord shall waive the $5,000.00 minimum rent fee for March 2026 contingent on the closure of the building for the elevator modernization project, instead a 14.525% of the sale of food and beverages will be considered for payment that month.

(b) Extended Term – The extended term of this Lease ("Extended Term") shall commence on February 1, 2027 (the "Commencement Date") with an expiration date of January 31, 2032. The Tenant and the Landlord mutually agree to modify the expiration date to January 31, 2032 (the "Termination Date"), unless earlier terminated as provided for herein. For purposes of this Lease, the term "Lease Year" shall mean a twelve (12) month period commencing (i) on the Commencement Date, in the case of the first year of the Term, and (ii) thereafter, the annual anniversary date of the Commencement Date.

(c) Subsequent Term – Tenant shall have the right to renew this Lease for an additional five (5) years, contingent on Landlord's agreement of such extension. In the event Tenant wishes to renew this Lease, Tenant shall notify Landlord thereof in writing by July 1, 2030. The request to renew shall be approved by the City Manager/City Council. If approved for an additional five (5) years (the "Subsequent Term"), the extended lease will commence on February 1, 2032 and terminate on January 31, 2037 (the "Extended Termination Date).

3. Rent.

a) Current Rent – During the Current Term of this Lease, Tenant shall pay rent to Landlord each month in the amount of **the greater of**:

i. An amount equal to eighteen percent (14.525%) of Tenant's monthly gross receipts from its sale of food and beverages at the Leased Premises collected by Tenant from May 1, 2025, through January 31, 2027. Tenant's gross receipts from its sale of food and beverages at the Leased Premises shall not include taxes, gratuities, room rental fees, service charges or the sale of items other than food or beverages including, or

ii. Year 2025 – $5,000.00 or 14.525% of its food and beverage sales.
Year 2026 – $5,000.00 or 14.525% of its food and beverage sales. *
* March 2026 waives the $5,000.00 minimum fee contingent on the closure of the building for the elevator modernization project.

b) Extended Rent – During the Extended Term of this Lease, Tenant shall pay rent to Landlord each month in the amount of **the greater of**:

i. An amount equal to eighteen percent (18%) of Tenant's monthly gross receipts from its sale of food and beverages at the Leased Premises collected by Tenant from February 1, 2027, through January 31, 2032, and twenty percent (20%) thereafter. Tenant's gross receipts from its sale of food and beverages at the Leased Premises shall not include taxes, gratuities, room rental fees, service charges or the sale of items other than food or beverages including, or

ii. Year 2027– $5,200.00 or 18% of its food and beverage sales.
Year 2028 – $5,4000.00 or 18% of its food and beverage sales.
Year 2029 – $5,600.00 or 18% of its food and beverage sales.
Year 2030 – $5,800.00 or 18% of its food and beverage sales.
Year 2031 – $6,000.00 or 18% of its food and beverage sales.

Landlord hereby acknowledges and agrees that Landlord has received and has approved all rent due and owing from Tenant from and after the Commencement Date to and including the date of execution of this Lease.

c) Subsequent Rent – During the Subsequent Term of this Lease, Tenant shall pay rent to Landlord each month in the amount of the greater of:

i. An amount equal to twenty percent (20%) of Tenant's monthly gross receipts from its sale of food and beverages at the Leased Premises collected by Tenant. Tenant's gross receipts from its sale of food and beverages at the Leased Premises shall not include taxes, gratuities, room rental fees, service charges or the sale of items other than food or beverages including, but not limited to, flowers and decoration, or

ii. Year 2032 – $6,200.00 or 20% of its food and beverage sales.
Year 2033 – $6,400.00 or 20% of its food and beverage sales.
Year 2034 – $6,600.00 or 20% of its food and beverage sales.
Year 2035 – $6,800.00 or 20% of its food and beverage sales.
Year 2036 – $7,000.00 or 20% of its food and beverage sales.

(d) Tenant shall submit a statement summarizing the date and time of each event held at the Leased Premises during the immediately preceding month and itemizing all charges assessed to the customers of Tenant pertaining to each such event. Such statement shall be certified by the CFO and General Manager of Tenant. The Tenant shall be subject to an audit from the Landlord upon request. All statements and payments shall be submitted to the City Collector with a copy of all documents to the Director of Economic Development, or any other designee by the City Manager.

(e) Any and all amounts payable under this Lease to Landlord shall be paid to Landlord at the address of Landlord set forth herein below (or such other address as Landlord may designate by notice to Tenant).

(f) Any Rent not paid when due shall accrue interest from the due date at the rate of 1.5% per month until payment is received by the Landlord. Such service charges and interest payments shall not be deemed consent by the Landlord to late payments, nor a waiver of the Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which the Landlord is entitled as a result of the late payment of Rent.

3.1 Annual Landlord Event.

Tenant agrees to allow Landlord use of the Lease Premises at no cost to Landlord for Landlord to host one (1) event per calendar year at dates which are agreeable to both Landlord and Tenant. Tenant agrees to cater and provide and serve food (chicken dish/two sides/salad/cash bar) at said event at no cost to Landlord.

4. Improvements, Equipment, and Personal Property.

(a) The parties hereto acknowledge and agree that Landlord has previously installed matching permanent wrought iron gates at the bottom and top of each of the two staircases leading from the sidewalk adjacent to the Premises to the second-floor balcony and veranda areas of the Leased Premises.

(b) Unless otherwise agreed between Landlord and Tenant, the improvements and equipment in place as of _____ ____, _____ shall remain in the Leased Premises upon the expiration of the Term and shall remain the property of the Landlord at that time. Tenant makes no representations or warranties as to what the condition or functionality of such equipment will be at the end of the Term. Landlord hereby agrees to accept all such equipment at the end of the Term AS-IS, WHERE-IS AND WITH ALL FAULTS. Notwithstanding the foregoing, however, the parties hereto acknowledge and agree that any equipment and trade fixtures installed by Tenant from and after _____ ____, _____, including without limitation, any fixtures and equipment purchased by Tenant in replacement of any of Landlord's fixtures and equipment, is and shall remain the property of Tenant and may be removed by Tenant upon the termination of this Lease in accordance with Section 17 hereof. All such equipment and personal property belonging to the Landlord is listed in Exhibit C – Landlord Equipment and Personal Property List.

5. Utilities. Landlord shall be solely responsible for all costs and expenses associated with the utilities serving the Premises (including the Leased Premises) including, but not limited to, natural gas bills, water bills, and electric bills.

6. Repairs and Maintenance. Landlord shall be solely responsible for the maintenance and repair of the Leased Premises, and the landscape island in front of the main entrance to the Premises; provided however, Tenant shall be responsible for: i) cleaning the Leased Premises and keeping the Leased Premises in a clean and sanitary condition, ii) replacing all light bulbs in fixtures on the interior areas of the Leased Premises, iii) maintaining the flower boxes on the second floor balcony of the Leased Premises, iv) arranging for monthly extermination and pest control services for the Leased Premises, v) stocking all soaps, towels and toilet paper in the restrooms of the Leased Premises, and vi) collecting and disposing of rubbish and waste materials generated by its operations. Landlord may enter the Leased Premises at commercially reasonable times upon prior notice for the purpose of making such repair or alterations therein as it shall deem necessary for the safety, preservation or improvement of the Leased Premises; provided however, when practicable Landlord shall give Tenant at least thirty (30) days prior written notice before entering the Leased Premises to make any planned repairs or alterations that would impose upon Tenant's business and shall coordinate such repairs with Tenant so as to minimize the effect of such repairs on Tenant's business. Landlord shall ensure that all light bulbs and fixtures on the outside of the Premises (regardless of whether such area is considered part of

the Leased Premises) are maintained and that non-functioning bulbs and fixtures are promptly replaced. Landlord shall maintain, for Tenant's exclusive use, the elevator that opens on the west side of the second-floor outdoor veranda of the Leased Premises. Landlord shall perform all required maintenance for the continued safe operation of that elevator and shall ensure the elevator is maintained in conformance with City requirements and that it is timely inspected and properly licensed in conformance with applicable laws. Landlord shall provide, or maintain the availability of, keys to Tenant for the foregoing elevator. Landlord shall maintain the existing barricades at the southwest and northeast corners of the second-floor outdoor veranda area.

In the event of a Landlord obligation pursuant to this paragraph 6 which is an emergency and notice to Landlord is not practicable under the circumstances, Tenant may perform such Landlord obligation at Landlord's cost and expense. Upon receipt of invoice by Landlord from Tenant for said cost and expense, Landlord shall promptly reimburse Tenant.

7. Payment of Taxes and Other Expenses. Tenant shall, at Tenant's sole cost and expense, pay when due before any penalties accrue thereon all taxes and assessments –including property taxes, general and special, and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Leased Premises, or on any part thereof, at any time and from time to time during the Term of this Lease as a result of Tenant's use or occupancy of the Leased Premises. If Tenant fails to pay any of the foregoing charges when due, Landlord may pay such charges on behalf of Tenant, and Landlord may recover said amount so paid by Landlord plus a penalty in the amount of twenty-five percent (25%).

8. Compliance with Applicable Laws and Insurance. Tenant shall, at its own cost and expense, at all times conduct its operations on the Leased Premises in full compliance with all applicable laws, codes, orders, regulations, rules, ordinances and requirements of all city, county, state and federal governmental units, and of each of them, and of any and all of its or their departments, bureaus or officials, and of the Board of Fire Underwriters where the Leased Premises are situated, whether the same now are in force, or those that may, at any time in the future, be passed, enacted or directed. Tenant shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the buildings and improvements on the Leased Premises and the equipment and other contents therein.

9. Insurance.

(a) Tenant shall procure and maintain, at its own cost and expense, commercial general liability insurance, written on an occurrence basis, insuring against claims for bodily and personal injury, death and property damage occurring in connection with the use and occupancy of the Leased Premises by Tenant. Such insurance shall afford a limit of at least $1,000,000 for each occurrence and at least $2,000,000 general aggregate, and at least $1,000,000 for each occurrence for personal and advertising injury. Tenant shall procure and maintain, at its own cost and expense, Workers Compensation and Employers' Liability insurance in accordance with statutory limits and Liquor Liability insurance providing coverage of at least $500,000 per occurrence. All of the foregoing policies shall name Landlord as an additional insured including a provision of legal representation in the defense of claims asserted against the City of Joliet. The certificate shall read: Lease of Joliet Union Station Grand Ballroom Facility - The City of Joliet, and its officers and employees, are hereby named as Additional Insured. Lessee shall deliver to Landlord copies of the original insurance policies (or certificates thereof) together with satisfactory evidence of payment of the premiums thereon within fifteen (15) days of any demand for such documents by Landlord.

(b) Neither Landlord nor Tenant shall be liable or responsible for, and each party hereby releases the other from, any and all liability to the other and any person claiming by, through or under the other, by way of subrogation or otherwise, for any injury, loss, damage or destruction to any person or any or all property to the extent covered by insurance carried hereunder, whether or not caused by acts or negligence of the aforementioned persons.

10. Indemnification.

(a) Except for any damage arising from the negligence or willful acts of Landlord, Tenant shall indemnify, defend and hold harmless Landlord and its elected officials, managers, employees, agents, attorneys and representatives, from and against any and all suits, claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, suffered or incurred by any of them which arise from any of the following: (i) any condition that is the responsibility of Tenant within the Leased Premises; (ii) any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease; or (iii) any failure by Tenant to comply with all federal, state and local laws, statutes, ordinances and regulations now and hereafter in force. At Landlord's request, Tenant shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with any of the foregoing. Landlord may, at its sole cost and expense, join in such defense with counsel of its choice.

(b) Except for any damage arising from the negligence or willful acts of Tenant, Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, shareholders, employees, agents and representatives, from and against any and all suits, claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, suffered or incurred by any of them which arise from any of the following: (I) any condition that is the responsibility of Landlord within the Leased Premises and any condition in or upon the Premises; (ii) any breach or default on the part of Landlord in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease; (iii) any accident, injury or damage whatsoever caused to any person, firm or corporation or other entity occurring during the Term of this Lease within the Premises (excluding the Leased Premises) or caused by any negligently maintained equipment, fixtures, machinery, or structural features that are the responsibility of Landlord within the Leased Premises; or (iv) any failure by Landlord to comply with all federal, state and local laws, statutes, ordinances and regulations now and hereafter in force. At Tenant's request, Landlord shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with any of the foregoing. Tenant may, at its sole cost and expense, join in such defense with counsel of its choice.

11. Alterations. Tenant may, from time to time, at its own cost and expense, make such alterations, improvements, or additions (collectively, the "Alterations"), in, of or to the Leased Premises as Tenant deems necessary or desirable, with the prior consent of Landlord, which consent shall not be unreasonably withheld or delayed. As a condition to Landlord's consent hereunder: (i) Tenant shall submit to Landlord detailed plans and specifications for such Alterations, and (ii) Landlord may review any written construction agreement with the general contractor which Tenant proposes to execute (or, if no general contractor will be used, a copy of each proposed written agreement with the various subcontractors). Tenant shall, at its own expense, obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Alterations. Tenant shall pay promptly for all Alterations made in and upon the

Leased Premises by or on behalf of Tenant. All such Alterations shall be deemed to constitute a part of the Leased Premises and shall be and remain the exclusive property of Landlord, excepting such trade fixtures that are susceptible to removal without damage or injury to the Leased Premises.

12. Liens Not Permitted. Tenant shall not at any time suffer or permit the attachment to the Leased Premises of any lien. In the event any lien attaches to the Leased Premises as a result of any act or omission of Tenant and is not discharged or released, Landlord shall have the right, at Landlord's option, of paying the same or any portion thereof, upon notice to Tenant, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately upon demand. Alternatively, Tenant may contest the lien at its sole cost and expense.

13. Damage or Destruction. In the event of damage to or destruction of the Premises by fire or other casualty during the Term of this Lease, regardless of the extent of such damage or destruction, Landlord may, but is not required to, make repairs or reconstruction of the improvements so damaged or destroyed to a substantially equivalent condition and state prior to such damage or destruction. In the event Landlord shall elect not to commence such repairs or reconstruction within forty-five (45) days of such damage or destruction, Tenant may terminate the Lease or renegotiate the terms of this Lease by giving written notice thereof to Landlord. Following such damage or destruction, the rent payable by Tenant hereunder shall proportionately abate with respect to that portion of the Leased Premises rendered untenantable (computed on a pro rata basis of the damaged Leased Premises as it related to the whole) until such time as the repair or reconstruction is completed, and the Leased Premises have been restored to a tenantable condition. Notwithstanding the foregoing, if any such damage or destruction is the result of Tenant's or any of Tenant's employees', agents', or invitees' negligence, (i) Tenant shall make such repairs or reconstruction to restore the Leased Premises to its condition prior to such damage or destruction at its own cost and expense and (ii) rent during any period or periods of such repairs or reconstruction shall not abate.

14. Hazardous Material. Tenant shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Leased Premises. Tenant shall not use, generate, manufacture, store, or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to as "Hazardous Materials").

15. Taking of Leased Premises.

(a) In the event of a taking by eminent domain or condemnation, or by any exercise of the right of any competent authority, or by agreement between Landlord and those having the authority to exercise such right (hereinafter referred to as a "Taking") of the entire Leased Premises, then: (i) this Lease and the Term hereof shall terminate as of the date of vesting of title or transfer of possession, whichever occurs earlier, as a result of the Taking; and (ii) rent at the then-current rate shall be apportioned as of the date of such termination.

(b) Notwithstanding the provisions of Section 15(a) above, in the event any proceeding shall be instituted for a Taking of any part of the Leased Premises, either party

hereto shall have the right to terminate this Lease upon not less than ninety (90) days prior written notice to the other party, in which event rent at the then-current rate shall be apportioned as of the date of such termination. In the event that either party does not exercise its right to terminate this Lease pursuant to the preceding sentence, and in the event that after such Taking, the Leased Premises shall be tenantable and usable for the purposes set forth hereinabove, then the Term of this Lease shall continue in effect; provided, however, Tenant shall receive a proportionate reduction from its rental obligations hereunder corresponding to the portion of the Leased Premises of which Tenant shall have been deprived.

16. Tenant's Default.

(a) The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(i) the failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due and such failure shall continue for a period often (10) days after written notice thereof by Landlord to Tenant; or

(ii) the failure by Tenant to observe or perform any of the covenants, agreements or obligations to be observed or performed by Tenant hereunder, and such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure such default within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(c) Upon the occurrence of a default by Tenant hereunder, in addition to all other rights and remedies Landlord may have under this Lease, at law or in equity, Landlord shall have the right to terminate this Lease and re-enter and retake possession by summary proceedings, or otherwise, and Tenant shall thereupon be obligated to pay to Landlord as damages a sum of money equal to the cost of recovering the Leased Premises and reasonable attorneys' fees.

17. Surrender by Tenant at End of Term. Tenant shall, on the last day of the Term of this Lease or upon any termination of this Lease pursuant to the provisions hereof, or upon any other termination of this Lease, immediately surrender and vacate the Leased Premises and deliver possession of the Leased Premises into the possession and use of Landlord in broom-clean condition free of debris, without fraud or delay and in good order, condition, and repair (ordinary wear and tear excepted), free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Landlord, without any payment or allowance whatever by Landlord on account of or for any buildings and improvements erected or maintained on the Leased Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Upon the expiration or termination of this Lease for any reason, Tenant shall immediately remove from the Leased Premises all trade fixtures, office furniture, office equipment and personal property of Tenant at Tenant's sole expense and shall immediately repair any damage to the Leased Premises resulting from such removal and shall restore the Leased Premises to the same condition as existed prior to the installation thereof, subject only to reasonable use and natural wear. If Tenant fails to remove any trade fixtures, office furniture, office equipment or personal property from the Leased Premises which Tenant is required to remove prior to the expiration or earlier termination of the Term, such trade fixtures and personal property shall be conclusively presumed to have been abandoned by Tenant and title to such property shall pass to Landlord without any payment or credit, and Landlord may, at its option and at Tenant's expense, remove, store and/or dispose of such property.

18. **Holding Over.** If Tenant retains possession of the Leased Premises or any part thereof after the expiration or termination of the Term or Tenant's right of possession, whether by lapse of time or otherwise, then Tenant shall continue to pay to Landlord 200% of the Fixed Monthly Rent on a per diem basis for each day Tenant retains possession of the Leased Premises or any part thereof. In addition to such payment of rent and without limiting any other rights and remedies which Landlord may have on account of such holding over by Tenant, Tenant shall pay to Landlord all direct and consequential damages suffered by Landlord on account of such holding over by Tenant. The provisions of this Section shall not be deemed to limit or constitute a waiver of the right of Landlord to evict Tenant as provided in this Lease or at law.

19. **Fixtures, Machinery and Equipment.** All fixtures, machinery and equipment which are necessary to the general operation and maintenance of the Leased Premises (other than those which are not affixed or attached to the Leased Premises (e.g., lawn mowers)) shall be the property of Landlord whether owned by Landlord at the commencement of the Term hereof, subsequently purchased or installed by Landlord, or purchased by Tenant in accordance with the provisions of this Lease. All lighting fixtures and heating and air conditioning equipment shall be considered necessary to the general operation and maintenance of the Leased Premises.

20. **Subordination.** The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed creating a mortgage that may be placed upon the Leased Premises by Landlord and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, if the mortgagee or trustee named in such mortgage or trust deed shall elect to subject and subordinate the rights and interests of Tenant under this Lease to the lien of its mortgage or trust deed and shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default (which agreement may, at such mortgagee's option, require attornment by Tenant). Notwithstanding such subordination, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default hereunder and so long as Tenant shall pay rent and observe and perform all the provisions hereof. Any such mortgagee or trustee may elect to give the rights and interests of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interests of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes and, in the event Tenant fails so to do within ten (10) days after written demand, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead to do so.

21. **Estoppel Certificates.** Tenant agrees at any time and from time to time, within ten (10) days of Landlord's request, to deliver to Landlord or such other person as Landlord may direct, a written statement, duly executed (i) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications, (ii) specifying the dates to which the rental and other charges have been paid, and (iii) stating whether or not, to the knowledge of the party executing such instrument, Landlord is in default and, if Landlord is in default, stating the nature of such default.

22. **Rent on Gross Basis.** It is intended by Landlord and Tenant that the rent provided for in this Lease shall be an absolute gross return to Landlord for the Term of this Lease. Rent shall include costs and expenses related to maintenance and repairs and utilities as provided herein, and that Landlord, and not Tenant, shall pay when due.

23. **Time of Essence.** Time is of the essence of this Lease.

24. **Quiet Enjoyment.** Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights, easements, appurtenances, and privileges belonging or in any way appertaining thereto during the Term of this Lease. No other tenant of the Premises or the guests, customers and invitees of such tenants shall have access to the Leased Premises for ingress, egress or for any other purpose whatsoever. Subject to Landlord's right to access the space for maintenance and other purposes, as specified herein, Tenant shall have exclusive possession of the entirety of the Leased Premises. Notwithstanding same, Landlord and its authorized representatives may: (i) inspect the Leased Premises, (ii) exhibit the Leased Premises to current and prospective tenants, purchasers, lenders, insurers, governmental authorities, and brokers, (iii) place in and upon the Leased Premises or such other places as may be determined by the Landlord "For Rent" signs or notices if Tenant shall abandon or vacate the Leased Premises, terminate the Lease, or at any time during the last 120 days of the Term and (iv) enter or permit entry to the Leased Premises in emergencies or for any other reasonable purpose, or for the purpose of exercising any other rights or remedies expressly granted or reserved to the Landlord under this Lease or applicable law.

Landlord reserves the right to lease any unleased portion of the Joliet Union Station to such other tenants as the Landlord, in the Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease. If the Landlord leases any portion of Joliet Union Station to a business that is principally engaged in catering events at Joliet Union Station, Tenant shall have the right to terminate this Agreement. Tenant acknowledges that the Landlord has made no representations as to the presence of any specific tenant or number or types of tenants at Joliet Union Station as of or after the Commencement Date, hours, or days that such other tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants at Joliet Union Station. A vacation or abandonment of its premises or cessation of business in Joliet Union Station by any other tenant or occupant shall not release or excuse Tenant from obligations under any provision of this Lease.

The Landlord reserves the right, subject to consent from Tenant, which shall not be unreasonably withheld, to: (i) change the name of Joliet Union Station and the address or designation of the Premises, (ii) install, maintain, alter and remove signs on or about the exterior and interior of Joliet Union Station, (iii) add land, easements or other interests to or eliminate the same from the Joliet Union Station, and grant easements and other interests and right in Joliet Union Station to other parties, (iv) change the shape, size, location, design, or use of any surface parking, kiosks, parking areas, driveways, landscaped areas and other Common Areas, change the striping of parking areas and direction and flow of traffic, and convert Common Areas to leasable areas and leasable areas to Common Areas, (v) enclose any mall or other area, or remove any such enclosure, add structural support columns that may be required within the Leased Premises or Common Areas, (vi) in connection with the foregoing matters or with any other inspections, repairs, maintenance, improvements or alterations in or about Joliet Union Station or as a result of any casualty, incident, strike, condemnation, act of God, law or governmental requirement or request, or any other case, erect scaffolding, barricades, and other structures reasonably required in, or otherwise close, Common Areas or portions thereof, including but not limited to public entry ways and areas, restrooms, stairways, escalators, elevators and corridors.

25. **Landlord's Performance of Tenant's Covenants.** In the event Tenant shall at any time fail to perform any covenant or agreement of Tenant required under the provisions of this Lease, Landlord at its option, and in addition to any and all other rights and remedies of Landlord in such event, may (but shall not be required to) perform or cause the performance of Tenant's obligations hereunder, and all monies expended by Landlord in connection therewith shall be so

much additional rental due from Tenant to Landlord and shall be payable by Tenant on demand by Landlord.

26. Notices. Any notices, consents, approvals, submissions, demands or other communications (collectively, the "Notices") which may be given or required under this Lease or pursuant to any laws or governmental regulation, shall be in writing and sent or delivered to the respective parties (i) by personal delivery (effective on delivery), (ii) by United States, registered or certified mail, return receipt requested, postage prepaid (effective two (2) business days after deposit), or (iii) by overnight delivery by a nationally recognized courier service (effective on the next business day), at the following address of the respective parties:

If to Landlord: City of Joliet
Attn: City Manager
150 W. Jefferson Street
Joliet, Illinois 60432

With a copy to: City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, Illinois 60432

If to Tenant: JBM Golf Properties
Attn: Dan Bradley
1700 W, Renwick Rd
Romeoville, Illinois 60446

With a copy to: Latimer LeVay Fyock LLC
Attn: Todd A. Bickel
55 West Monroe Street, Suite 1100
Chicago, IL 60603

or to such other addresses as any party hereto may, from time to time, designate in writing delivered in a like manner.

27. Entire Agreement; Modifications. This Lease contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

28. Governing Law; Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. Any action arising hereunder shall be held exclusively in the state or federal courts located in Will County, Illinois, and the parties hereby acknowledge and agree that such exclusive jurisdiction and venue is reasonable.

29. Attorneys' Fees. In the event of any action or proceeding arising out of the interpretation, enforcement or defense of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

30. Assignment or Subletting. Tenant shall not assign this Lease or sublet or license the use of all or any part of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

31. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and permitted assigns.

32. Recording. The parties agree that this Lease shall be recorded at the office of the Recorder of Deeds.

33. No Partnership. Tenant shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Landlord, in Landlord's business or otherwise, or a member of any joint enterprise with Landlord.

34. **No Broker.** Landlord represents that it dealt with no broker or brokers, and Tenant represents that it dealt with no broker or brokers, in connection with the negotiation, execution and delivery of this Lease.

35. **Captions.** The captions appearing herein are for the convenience of the parties only and shall be construed to affect the meaning of the provisions of this Lease.

36. **Counterparts.** This Lease shall be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

37. **Liquor License.** Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord in the event Tenant's liquor license for the Leased Premises lapses, is not renewed, or if an application of Tenant for a new liquor license at the Leased Premises is denied.

38. **End of Term Arrangements**. Upon the commencement of the final year of this Lease, Landlord and Tenant shall begin discussions of the implementation of a succession plan for the operation of the Leased Premises or the possible renewal of the Lease upon the expiration of its Terms.

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto this _____ day of _____ 2025.

TENANT
JBM Golf Properties, LLC
An Illinois limited liability company

By: _____

Print Name: _____

Its (Title): _____

LANDLORD
City of Joliet
an Illinois municipal corporation

By: _____

Print Name: _____

Its (Title): _____

By: _____

Print Name: _____

Its (Title): _____

EXHIBIT A
THE LEASED PREMISES

The "Leased Premises" shall mean all of that portion of the Premises consisting of the following:

a. The entirety of the indoor second floor of the Premises, including, but not limited to, the ballroom, west wing, north wing, hallways, adjoining rooms, and all other indoor areas and vestibules.

b. The entirety of the indoor staircase leading from the first-floor foyer and first-floor hallway common area to the second-floor ballroom.

c. The entirety of the second-floor outdoor front balcony.

d. The elevator at the west end of the Premises, which opens at each of the second-floor outdoor veranda and a common area of the first floor; and

e. The right to use any common areas and hallways of the Premises and the benefit of any and all improvements thereon and the benefit of any and all easements, appurtenances, rights, and privileges now or hereinafter belonging thereunto.

EXHIBIT B
THE COMMON AREA

The "Common Areas" shall mean all of that portion of the Premises consisting of the following:

a. The rear outdoor veranda adjacent to the train tracks at the rear of the Premises and all other outdoor areas of the second floor of the Premises.

b. The entirety of the first-floor main entrance foyer and the entirety of the sitting room south of, and immediately adjacent to, that foyer on the first floor of the Premises; and

c. All areas of the Joliet Union Station which are now or hereafter made available by the Landlord from time to time for the general use or benefit of the Landlord, other tenants, or the public, and other parties to whom the right to use the Common Areas has been or is hereafter granted, and their employees and invitees, as such areas currently exist and as they may be changed from time to time. Without limiting the generality of the foregoing, the Common Areas may include, as designated by the Landlord from time to time, any parking areas, entrances, passageways, concourses, courts, arcades, service corridors, loading platforms and truck docks, delivery areas, elevators, ramps, stairs, landscaped and vacant areas, public bathrooms, information and telephone booths, director signs and equipment, common lighting facilities, drainage areas, lounges and shelters, package pick-up stations, drinking fountains, public comfort and first aid stations, public meeting rooms, bus stops, taxi stands, and all furniture, decorations, fixtures, improvements, systems and equipment, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by one or more designated tenants.

EXHIBIT C

LANDLORD
EQUIPMENT, & PERSONAL PROPERTY
LISTED AT LEASED PREMISES

1. Vanguard kitchen water heater, model #1p280
2. Duke hot food table, model #E6C13PGM
3. Vulcan convection oven, model # VC4 CD-11D1
4. Mr. Winter walk-in cooler, model #SA16-58B-A
5. Scotsman ice machine, model #CME1056A5-32D
    - This machine reached its end-of-life last year and Tenant is paying for a rented unit.
6. Ecolab dishwasher, model #ES-2000
    - This machine reached its end-of-life last year and Tenant is paying for a rented unit.
7. Carlisle portable bar, model #N/A

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 508-25

File ID: 508-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 08/06/2025

Department: Economic Development **Final Action:**

Title: Resolution Authorizing a Modification of a Lease Agreement of Union Station at 50 W. Jefferson Street with JBM Golf Properties, LLC

Agenda Date: 09/16/2025

Attachments: Resolution,
Union_Station_Lease_Mistwood_06AUG2025.docx

Entered by: pmartinez@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/12/2025	Dustin Anderson	Approve	9/15/2025
1	3	9/12/2025	Kevin Sing	Approve	9/16/2025
1	4	9/12/2025	Todd Lenzie	Approve	9/16/2025
1	5	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 509-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution to Adopt the CDBG Consolidated Plan 2025-2029 and Annual Action Plan 2025 as Approved by HUD

BACKGROUND:
The Consolidated Plan 2025-2029, and the Annual Action Plan 2025, both requirements to receive federal allocations of Community Development Grant (CDBG) funds, were submitted to HUD on August 13, 2025. The Annual Action Plan was subsequently approved by HUD, as validated by a Funding Approval/Agreement. These plans outline the intention and use of CDBG funds over the next 5 years, and the detailed funded activities for Program Year 2025. Each eligible activity is to be to be administered by a local nonprofit agency.

CONCLUSION:
The federal approval of the City's proposed activities and budget as outlined in the Consolidated Plan and Annual Action Plan, is a demonstration that they have met HUD requirements and may be adopted in their Final forms.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve a Resolution to Adopt the CDBG Consolidated Plan 2025-2029 and Annual Action Plan 2025 as Approved by HUD.

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RESOLUTION NO. _____

Resolution to Adopt the CDBG Consolidated Plan 2025-2029 and Annual Action Plan 2025 as Approved by HUD

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its Consolidated Plan 2025-2029, and its Annual Action Plan 2025, as required to receive Program Year 2025 grant allocation; and

WHEREAS, the approval of the Consolidated Plan and Annual Action Plan, followed by HUD's Funding Approval/Agreement certification is indication that the activities and budget outlined within have met the required HUD federal regulations; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to formally adopt the Annual Action Plan, with HUD approval, in its final form; and

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

SECTION 1: The Mayor and City Council hereby adopt the Community Development Block Grant Consolidated Plan 2025-2029, and Annual Action Plan 2025.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 509-25

File ID: 509-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution to Adopt the CDBG Consolidated Plan 2025-2029 and Annual Action Plan 2025 as Approved by HUD

Agenda Date: 09/16/2025

Attachments: Resolution

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/8/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/9/2025	Dustin Anderson	Approve	9/10/2025
2	3	9/9/2025	Todd Lenzie	Approve	9/11/2025
2	4	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 510-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with CASA of River Valley, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $25,000.00

BACKGROUND:
CASA of River Valley (CASA) has been recommended for Community Development Block Grant funds in the amount of $25,000.00 for their Youth Stability Services. This activity will be used to leverage an additional $35,000.00 of the organization's supplemental funding to provide services that are centered on abused, neglected, or at-risk youth.

This program is designed to expand services to Joliet's most vulnerable youth - providing extensive assistance and access to mental health services, educational resources, and addressing of basic needs including shelter. This service will provide the continuation of training/support/monitoring of staff, ensuring one on one services to youth and their families throughout the duration of active family court cases. Founded 32 years ago, this will be CASA's third year of administering City-funded CDBG activities.

This project supports CDBG identified Goals, and demonstrates consistency to the City of Joliet 2025-2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled "Youth Stability Services" will provide a vital Public Service to an estimated 30 at-risk minors within the City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $25,000.00.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with CASA of River Valley, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $25,000.00.

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RESOLUTION NO._____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with CASA of River Valley, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Public Service activities; and

WHEREAS, CASA of River Valley is a nonprofit organization and submitted to the City a proposal for providing Public Service activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $25,000.00 in CDBG funds to CASA of River Valley, NFP for “Youth Stability Services” to primarily benefit low/moderate income residents of City of Joliet; and

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

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and CASA of River Valley, NFP in an amount not to exceed $25,000.00 for this Public Service project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
CASA OF RIVER VALLEY, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and CASA of River Valley, an Illinois not-for-profit, located and doing business at 3200 W McDonough Street. Joliet, Illinois 60431 (the "**Subrecipient**").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

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

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

I. DEFINITIONS

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

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

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

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

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

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

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

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

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

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

II. PROGRAM RESPONSIBILITY

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

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

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

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

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

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

ii. Nondiscrimination

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

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

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

iii. Section 504

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

iv. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

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

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

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

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

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

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

iii. Subcontract Provisions

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

C. Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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

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

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

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

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

3. Subcontracts

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

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

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

vi. City Recognition

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

vii. Copyright

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

viii. Religious Activities

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

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

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

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

VII. RECORDS AND REPORTS

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

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

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

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

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

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

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

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

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

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of TWENTY FIVE THOUSAND DOLLARS AND 00/100 ($25,000.00).

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

IX. PROGRAM INCOME

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

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

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

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

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

XII. CONFLICT OF INTEREST

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

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

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

XIII. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

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

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

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

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

XVII. FINDINGS CONFIDENTIAL

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

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

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

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

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

B. Subcontracts

i. Approvals

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

ii. Monitoring

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

iii. Content

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

iv. Selection Process

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

C. Hatch Act

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

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

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

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

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

B. Gender

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

C. Captions

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

D. Construction

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

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**CASA of River Valley, NFP**
SUBRECIPIENT ID (DUNS):	**36-3918847**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($25,000.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$25,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$25,000.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Public Services more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**

Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

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

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

By: _____

Name:_____

Title:_____

Date:_____

CASA of River Valley
an Illinois not-for-profit corporation

By: _____

Name:_____

Title:_____

Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

Subrecipient CASA of River Valley seeks funding to support a full-time Supervisor to help expand CASA services for Joliet abused and neglected children, many of whom are homeless or living with parents in households at high risk of homelessness. Services include extensive help from CASA to access mental health treatment, educational services and to address basic human needs.

General reporting information - including the number of beneficiaries assisted - will be submitted to City of Joliet on a quarterly basis.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 510-25

File ID: 510-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with CASA of River Valley, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $25,000.00

Agenda Date: 09/16/2025

Attachments: Resolution, CASA CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

Memo

File #: 511-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Easterseals, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $120,000.00

BACKGROUND:
Easterseals (ES) has been recommended for Community Development Block Grant funds in the amount of $120,000.00 for their Pediatric Center Generator. This activity will be used for capital improvements to their location at 212 Barney Drive. Joliet, Illinois 60435, to assist an underperforming electrical system and limit the amount of service disruptions to health and medical services provided at their Pediatric Center.

ES proposes to utilize the funding of this grant to purchase and install a commercial generator. These improvements will allow their facility to continue uninterrupted by their frequent rolling power outages - providing quality care for uninsured / underinsured / otherwise ineligible residents regardless of their financial situation. Their services also include resource and educational programs, subsidized childcare, autism diagnostics, support groups, and more. Founded over 76 years ago, this will be ES's second year of administering City-funded CDBG activities.

This project supports CDBG identified Goals, and demonstrates consistency to the City of Joliet 2025 -2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled "Pediatric Center Generator" will sustain or improve access to services for an estimated 300 people/households within the City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $120,000.00

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with Easterseals, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $120,000.00.

powered by Legistar™

RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Easterseals, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Public Facility activities; and

WHEREAS, Easterseals is a nonprofit organization and submitted to the City a proposal for providing Public Facility activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $120,000.00 in CDBG funds to Easterseals, NFP for "Pediatric Center Generator" to primarily benefit low/moderate income residents of City of Joliet; and

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

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Easterseals, NFP in an amount not to exceed $120,000.00 for this Public Facility project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
EASTERSEALS, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Easterseals, an Illinois not-for-profit, located and doing business at 212 Barney Drive, Joliet Illinois 60435 (the "**Subrecipient**").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

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

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

I. DEFINITIONS

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

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

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

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

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

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

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

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

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

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

II. PROGRAM RESPONSIBILITY

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

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

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

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

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

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

ii. Nondiscrimination

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

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

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

iii. Section 504

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

iv. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

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

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

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

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

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

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

iii. Subcontract Provisions

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

C. Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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

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

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

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

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

3. Subcontracts

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

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

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

vi. City Recognition

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

vii. Copyright

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

viii. Religious Activities

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

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

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

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

VII. RECORDS AND REPORTS

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

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

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

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

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

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

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

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

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

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of ONE HUNDRED AND TWENTY THOUSAND DOLLARS AND 00/100 ($120,000.00).

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

IX. PROGRAM INCOME

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

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

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

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

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

XII. CONFLICT OF INTEREST

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

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

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

XIII. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

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

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

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

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

XVII. FINDINGS CONFIDENTIAL

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

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

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

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

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

B. Subcontracts

i. Approvals

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

ii. Monitoring

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

iii. Content

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

iv. Selection Process

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

C. Hatch Act

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

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

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

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

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

B. Gender

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

C. Captions

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

D. Construction

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

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**Easterseals, NFP**
SUBRECIPIENT ID (DUNS):	**36-2300706**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($120,000.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$120,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$120,000.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Facility Improvements more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**

Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

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

City of Joliet, a corporate and body Politic of the State of Illinois	Easterseals, an Illinois not-for-profit corporation
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

City Clerk	AGENCY ATTEST
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
[SEAL]	[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

Subrecipient proposes to purchase and install a commercial generator at the Pediatric Center located at: 212 Barney Drive. Joliet, Illinois 60435. This work is intended to improve services, and prolong sustainability of the Pediatric Center in order for Residents to continue receiving quality care.

The following line items are approved within this Scope of Work:
-Installation of concrete pad
-Purchase and installation of 150kw generator and a 600 amp service
-Related Gas/Electrical Piping and Wiring
-All related Labor, Assessments, Studies, Engineering

General reporting information - including the number of beneficiaries assisted throughout the facility - will be submitted to City of Joliet on a quarterly basis.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 511-25

File ID: 511-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Easterseals, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $120,000.00

Agenda Date: 09/16/2025

Attachments: Resolution, ES CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

Memo

File #: 512-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Latino Economic Development Association, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $150,000.00

BACKGROUND:
Latino Economic Development Association (LEDA) has been recommended for Community Development Block Grant funds in the amount of $150,000.00 to support their Business Assistance Program. This activity will be used to expand their existing services - providing technical assistance to current and prospective local business owners.

This program is designed to advance economic opportunities and expand small business / microenterprise prosperity. This resource provides technical assistance, marketing, and business support in both English and Spanish at no cost to their clients. Founded 5 years ago, this will be LEDA's fourth year of administering city-funded CDBG activities.

This program supports CDBG identified Goals, and demonstrates consistency to the City of Joliet 2025-2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled "Business Assistance Program" will provide technical assistance and business expertise to promote Economic Development to an estimated 200 people/households within City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $150,000.00

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with Latino Economic Development Association, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $150,000.00

powered by Legistar™

RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Latino Economic Development Association, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Economic Development activities; and

WHEREAS, Latino Economic Development Association is a nonprofit organization and submitted to the City a proposal for providing Economic Development activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $150,000.00 in CDBG funds to Latino Economic Development Association, NFP for "Business Assistance Program" to primarily benefit low/moderate income residents of City of Joliet; and

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

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Latino Economic Development Association, NFP in an amount not to exceed $150,000.00 for this Economic Development project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
LATINO ECONOMIC DEVELOPMENT ASSOCIATION, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Latino Economic Development Association, an Illinois not-for-profit, located and doing business at 310 N Ottawa Street. Joliet, Illinois 60432 (the "**Subrecipient**").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

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

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

I. DEFINITIONS

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

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

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

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

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

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

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

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

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

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

II. PROGRAM RESPONSIBILITY

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

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

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

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

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

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

ii. Nondiscrimination

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

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

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

iii. Section 504

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

iv. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

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

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

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

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

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

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

iii. Subcontract Provisions

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

C. Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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

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

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

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

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

3. Subcontracts

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

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

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

vi. City Recognition

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

vii. Copyright

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

viii. Religious Activities

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

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

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

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

VII. RECORDS AND REPORTS

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

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

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

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

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

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

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

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

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

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ($150,000.00).

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

IX. PROGRAM INCOME

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

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

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

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

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

XII. CONFLICT OF INTEREST

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

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

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

XIII. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

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

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

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

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

XVII. FINDINGS CONFIDENTIAL

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

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

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

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

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

B. Subcontracts

i. Approvals

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

ii. Monitoring

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

iii. Content

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

iv. Selection Process

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

C. Hatch Act

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

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

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

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

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

B. Gender

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

C. Captions

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

D. Construction

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

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**Latino Economic Development Association, NFP**
SUBRECIPIENT ID (DUNS):	**85-4067768**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($150,000.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$150,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$150,000.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Economic Development Services more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**

Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

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

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

By: _____

Name:_____

Title:_____

Date:_____

Latino Economic Development Association
an Illinois not-for-profit corporation

By: _____

Name:_____

Title:_____

Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT proposes to provide 1-on-1 technical assistance to businesses located in Joliet in need of support through expanding their Business Assistance Program. The program will advance the economic opportunities for low-to-moderate income businesses and individuals in Joliet, also businesses serving and employing low-to-moderate individuals in Joliet, by creating and connecting them to educational, cultural, and civic resources to expand community prosperity. As LEDA works to scale the program, they plan to offer:

- Entrepreneurship training program/coaching for early-stage entrepreneurs and established businesses
- Procurement workshops and fairs
- Coaching for businesses in the informal economy to transition to the formal economy
- Accounting, marketing, social media, workshops, and more topics as needed and requested
- LEDA will require an LMI certification form to verify if a client qualifies as LMI. This form will collect demographic information, address, and income details. By completing this form, clients will help ensure that LEDA is targeting services to those who are most in need and meet the eligibility criteria.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 512-25

File ID: 512-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Latino Economic Development Association, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $150,000.00

Agenda Date: 09/16/2025

Attachments: Resolution, LEDA CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 513-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Northern Illinois Food Bank, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $20,000.00

BACKGROUND:
Northern Illinois Food Bank (NIFB) has been recommended for Community Development Block Grant funds in the amount of $20,000.00 for their Senior Grocery Program. This activity will be used to support their existing services that are centered on mobile food delivery to senior-aged Residents throughout Joliet.

This program is designed to provide nutritious food and resources - preserving food security, health, dignity, and convenience. This service will provide delivery of grocery boxes to five senior aged independent living facilities, and will feature a monthly Mobile Produce Distribution at a sixth location. Founded 42 years ago, this will be NIFB's second year of administering City-funded CDBG activities.

This program supports CDBG identified Goals, and demonstrates consistency to the City of Joliet 2025-2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled "Senior Grocery Program" will provide a vital Public Service to an estimated 250 senior aged persons/households within City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $20,000.00.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with Northern Illinois Food Bank, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $20,000.00.

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RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Northern Illinois Food Bank, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Public Service activities; and

WHEREAS, Northern Illinois Food Bank is a nonprofit organization and submitted to the City a proposal for providing Public Service activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $20,000.00 in CDBG funds to Northern Illinois Food Bank, NFP for “Senior Grocery Program” to primarily benefit low/moderate income residents of City of Joliet; and

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

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Northern Illinois Food Bank, NFP in an amount not to exceed $20,000.00 for this Public Service project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
NORTHERN ILLINOIS FOOD BANK, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Northern Illinois Food Bank, an Illinois not-for-profit, located and doing business at 273 Dearborn Court. Geneva, Illinois 60134 (the "**Subrecipient**").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

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

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

I. DEFINITIONS

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

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

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

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

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

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

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

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

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

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

II. PROGRAM RESPONSIBILITY

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

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

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

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

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

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

ii. Nondiscrimination

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

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

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

iii. Section 504

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

iv. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

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

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

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

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

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

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

iii. Subcontract Provisions

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

C. Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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

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

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

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

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

3. Subcontracts

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

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

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

vi. City Recognition

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

vii. Copyright

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

viii. Religious Activities

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

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

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

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

VII. RECORDS AND REPORTS

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

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

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

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

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

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

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

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

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

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of TWENTY THOUSAND DOLLARS AND 00/100 ($20,000.00).

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

IX. PROGRAM INCOME

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

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

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

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

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

XII. CONFLICT OF INTEREST

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

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

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

XIII. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

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

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

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

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

XVII. FINDINGS CONFIDENTIAL

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

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

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

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

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

B. Subcontracts

i. Approvals

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

ii. Monitoring

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

iii. Content

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

iv. Selection Process

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

C. Hatch Act

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

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

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

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

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

B. Gender

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

C. Captions

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

D. Construction

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

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**Northern Illinois Food Bank, NFP**
SUBRECIPIENT ID (DUNS):	**36-3203648**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($20,000.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$20,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$20,000.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Public Services more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**

Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

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

City of Joliet, a corporate and body Politic of the State of Illinois	Northern Illinois Food Bank an Illinois not-for-profit corporation
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

City Clerk	AGENCY ATTEST
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
[SEAL]	[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

Subrecipient Northern Illinois Food Bank is receiving funding to support their Senior Grocery Program. This service will be provided in Joliet, bringing nutritious food each month to 250 low-income seniors at five locations through delivery of grocery boxes. This service also provides a monthly Produce Distribution Mobile Station at Marycrest Village Apartments.

General reporting information - including the number of beneficiaries assisted - will be submitted to City of Joliet on a quarterly basis.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 513-25

File ID: 513-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Northern Illinois Food Bank, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $20,000.00

Agenda Date: 09/16/2025

Attachments: Resolution, NIFB CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 514-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Prairie State Legal Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $40,000.00

BACKGROUND:
Prairie State Legal Services (PSLS) has been recommended for Community Development Block Grant funds in the amount of $40,000.00 to support their Fair Housing Rights Project. This activity will be used to leverage an additional $14,000.00 of the organization's supplemental funding to provide outreach and education, legal assistance with filings, and investigations of local fair housing complaints.

This program is designed to educate residents on their rights, and make housing more accessible to all individuals regardless of income, race, color, disability, familial status, religion, age, gender, and all other protected classes of federal discrimination laws. With 48 years of representing equal justice for people living in poverty, this will be PSLS’s first year of administering city-funded CDBG activities.

This project supports CDBG identified Goals, and demonstrates consistency to the City of Joliet 2025 -2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled “Fair Housing Rights Project” will provide targeted education, and promote suitable living conditions to an estimated 95 people/households within City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $40,000.00.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with Prairie State Legal Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $40,000.00

powered by Legistar™

RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Prairie State Legal Services, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Administrative activities; and

WHEREAS, Prairie State Legal Services is a nonprofit organization and submitted to the City a proposal for providing Administrative activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $40,000.00 in CDBG funds to Prairie State Legal Services, NFP for "Fair Housing Project" to primarily benefit low/moderate income residents of City of Joliet; and

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

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Prairie State Legal Services, NFP in an amount not to exceed $40,000.00 for this Administrative project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
PRAIRIE STATE LEGAL SERVICES, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Prairie State Legal Services, NFP Illinois not-for-profit, located and doing business at 14A W Cass Street. 3rd Floor. Joliet, Illinois 60432 (the "**Subrecipient**").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

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

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

I. DEFINITIONS

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

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

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

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

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

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

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

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

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

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

II. PROGRAM RESPONSIBILITY

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

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

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

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

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

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

ii. Nondiscrimination

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

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

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

iii. Section 504

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

iv. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

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

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

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

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

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

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

iii. Subcontract Provisions

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

C. Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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

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

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

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

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

3. Subcontracts

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

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

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

vi. City Recognition

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

vii. Copyright

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

viii. Religious Activities

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

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

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

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

VII. RECORDS AND REPORTS

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

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

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

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

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

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

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

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

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

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of FORTY THOUSAND DOLLARS AND 00/100 ($40,000.00).

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

IX. PROGRAM INCOME

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

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

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

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

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

XII. CONFLICT OF INTEREST

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

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

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

XIII. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

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

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

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

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

XVII. FINDINGS CONFIDENTIAL

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

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

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

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

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

B. Subcontracts

i. Approvals

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

ii. Monitoring

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

iii. Content

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

iv. Selection Process

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

C. Hatch Act

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

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

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

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

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

B. Gender

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

C. Captions

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

D. Construction

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

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**Prairie State Legal Services, NFP**
SUBRECIPIENT ID (DUNS):	**37-1030764**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($40,000.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$40,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$40,000.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Administrative Services more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**

Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

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

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

By: _____

Name:_____

Title:_____

Date:_____

Prairie State Legal Services
an Illinois not-for-profit corporation

By: _____

Name:_____

Title:_____

Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

The Subrecipient's Fair Housing Project services would include educating residents about their rights under the Fair Housing Act, testing and investigations of fair housing complaints, negotiations seeking solutions to conflicts with housing providers, and assistance filing discrimination complaints with HUD or the Illinois Department of Human Rights (IDHR). Once all grant funds are expended, a detailed report will be expected to outline the beneficiaries assisted, the outcomes of any investigations, and the impact / outcome of any filed discrimination complaints. The report should also reflect the overall need, and how available funds in subsequent years may be used to continue these services.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 514-25

File ID: 514-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Prairie State Legal Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $40,000.00

Agenda Date: 09/16/2025

Attachments: Resolution, PSLS CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 515-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Spanish Community Center, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $28,384.00

BACKGROUND:
Spanish Community Center (SCC) has been recommended for Community Development Block Grant funds in the amount of $28,384.00 for their Security & Facility Improvement Project. This activity will be used for capital improvements to their location at 309 N Eastern Avenue. Joliet, Illinois 60432, to expand security efforts and continue existing services provided to their clients.

SCC proposes to utilize the funding of this grant to construct and install recreational activity and youth development equipment, improve the outdoor region of the property, replace/repair the current boiler system, and install a card entry custom security system. These updates to the facility will create sustainability of their operations and public services. Founded over 50 years ago, this will be SCC's fifth year of administering city-funded CDBG activities.

This project supports CDBG identified Goals, and demonstrates consistency to the City of Joliet 2025 -2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled "Security & Facility Improvement Project" will sustain or improve access to services for an estimated 680 people/households within City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $28,384.00

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with Spanish Community Center, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $28,384.00

powered by Legistar™

RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Spanish Community Center, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Public Facility activities; and

WHEREAS, Spanish Community Center is a nonprofit organization and submitted to the City a proposal for providing Public Facility activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $28,384.00 in CDBG funds to Spanish Community Center, NFP for “Security & Facility Improvements Project” to primarily benefit low/moderate income residents of City of Joliet; and

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

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Spanish Community Center, NFP in an amount not to exceed $28,384.00 for this Public Facility project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
SPANISH COMMUNITY CENTER, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Spanish Community Center, an Illinois not-for-profit, located and doing business at 309 N Eastern Avenue. Joliet, Illinois 60432 (the "**Subrecipient**").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #___ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

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

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

I. DEFINITIONS

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

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

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

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

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

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

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

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

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

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

II. PROGRAM RESPONSIBILITY

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

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

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

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

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

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

ii. Nondiscrimination

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

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

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

iii. Section 504

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

iv. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

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

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

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

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

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

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

iii. Subcontract Provisions

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

C. Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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

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

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

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

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

3. Subcontracts

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

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

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

vi. City Recognition

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

vii. Copyright

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

viii. Religious Activities

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

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

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

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

VII. RECORDS AND REPORTS

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

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

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

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

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

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

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

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

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

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of TWENTY EIGHT THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS AND 00/100 ($28,384.00).

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

IX. PROGRAM INCOME

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

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

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

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

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

XII. CONFLICT OF INTEREST

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

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

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

XIII. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

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

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

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

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

XVII. FINDINGS CONFIDENTIAL

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

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

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

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

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

B. Subcontracts

i. Approvals

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

ii. Monitoring

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

iii. Content

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

iv. Selection Process

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

C. Hatch Act

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

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

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

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

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

B. Gender

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

C. Captions

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

D. Construction

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

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**Spanish Community Center, NFP**
SUBRECIPIENT ID (DUNS):	**36-2679658**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($28,384.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$28,384.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$28,384.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Facility Improvements more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**

Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

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

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

By: _____

Name:_____

Title:_____

Date:_____

Spanish Community Center,
an Illinois not-for-profit corporation

By: _____

Name:_____

Title:_____

Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

Subrecipient Spanish Community Center proposes to utilize the funding of this grant to construct and install recreational activity and youth development equipment, improve the outdoor region of the property, replace/repair the current boiler system, and install a card entry security system.

The following line items are approved within this Scope of Work:
-Various outdoor seating options, tables, landscaping and fencing options
-Various gas valves, Aquastat, and Labor related to the Boiler system Repair
-Intercom System with Managed Access and custom Card Swipe Entry

General reporting information - including the number of beneficiaries assisted throughout the facility - will be submitted to City of Joliet on a quarterly basis.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 515-25

File ID: 515-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Spanish Community Center, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $28,384.00

Agenda Date: 09/16/2025

Attachments: Resolution, SCC CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
3	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
3	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
3	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
3	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 516-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Stepping Stones, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $128,800.00

BACKGROUND:
Stepping Stones (SS) has been recommended for Community Development Block Grant funds in the amount of $128,800.00 for their Stairway Improvement Project. This activity will be used for capital improvements to their location at 1114 N Larkin. Joliet, Illinois 60435, to replace two deteriorating metal stairways used as ingress / egress to their Intensive Residential Treatment Center, and Extended Residential Care facility.

As the only provider in the City of Joliet of residential services for women, and one of only two providers of residential services for men - SS proposes to utilize the funding of this grant to maintain capacity permits. These improvements will allow this facility to continue providing evidence based clinical services for both individuals and families focusing on Recovery and Mental Health Counseling. Founded over 54 years ago, this will be SS's second year of administering city-funded CDBG activities.

This project supports CDBG identified Goals and demonstrates consistency to the City of Joliet 2025-2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled "Stairway Improvement Project" will sustain or improve access to services for an estimated 250 people/households within City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $128,800.00.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with Stepping Stones, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $128,000.00

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RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Stepping Stones, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Public Facility activities; and

WHEREAS, Stepping Stones is a nonprofit organization and submitted to the City a proposal for providing Public Facility activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $128,800.00 in CDBG funds to Stepping Stones, NFP for "Stairway Improvement Project" to primarily benefit low/moderate income residents of City of Joliet; and

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

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Stepping Stones, NFP in an amount not to exceed $128,800.00 for this Public Facility project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
STEPPING STONES, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Stepping Stones, an Illinois not-for-profit, located and doing business at 1114 N Larking Avenue. Joliet, Illinois 60435 (the "**Subrecipient**").

WITNESSETH:

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

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

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

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

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

I. DEFINITIONS

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

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

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

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

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

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

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

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

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

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

II. PROGRAM RESPONSIBILITY

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

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

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

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

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

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

ii. Nondiscrimination

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

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

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

iii. Section 504

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

iv. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

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

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

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

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

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

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

iii. Subcontract Provisions

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

C. Employment Restrictions

i. Prohibited Activity

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

ii. Labor Standards

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

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

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

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

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

3. Subcontracts

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

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

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

vi. City Recognition

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

vii. Copyright

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

viii. Religious Activities

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

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

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

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

VII. RECORDS AND REPORTS

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

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

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

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

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

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

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

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

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

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of ONE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 ($128,800.00).

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

IX. PROGRAM INCOME

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

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

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

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

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

XII. CONFLICT OF INTEREST

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

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

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

XIII. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

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

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

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

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

XVII. FINDINGS CONFIDENTIAL

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

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

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

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

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

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

B. Subcontracts

i. Approvals

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

ii. Monitoring

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

iii. Content

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

iv. Selection Process

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

C. Hatch Act

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

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

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

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

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

B. Gender

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

C. Captions

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

D. Construction

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

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**Stepping Stones, NFP**
SUBRECIPIENT ID (DUNS):	**36-3784963**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($128,800.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$128,800.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$128,800.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Facility Improvements more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**

Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

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

City of Joliet, a corporate and body Politic of the State of Illinois	Stepping Stones, an Illinois not-for-profit corporation
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

City Clerk	AGENCY ATTEST
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
[SEAL]	[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

Subrecipient, Stepping Stones will replace the stairs on the exterior of the building that houses Intensive Residential Treatment and Extended Residential Care programs at the following property address: 1621 Theodore Street. Joliet, Illinois 60435.

The following line items are approved within this Scope of Work:
-Survey
-Soil Borings
-Permits/Acquisition
-Demolition of existing structure
-Foundation
-Newly constructed Steel Stair & Railings
-New Pavement
-Landscaping
-Electrical Service
-All Fees related to Architecture / Engineering / Printing

General reporting information - including the number of beneficiaries assisted throughout the facility - will be submitted to City of Joliet on a quarterly basis.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 516-25

File ID: 516-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Stepping Stones, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $128,800.00

Agenda Date: 09/16/2025

Attachments: Resolution, SS CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 517-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with UCP Center for Disability Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $45,000.00

BACKGROUND:
UCP Center for Disability Services (UCP) has been recommended for Community Development Block Grant funds in the amount of $45,000.00 for their Energy Efficiency Program. This activity will be used for capital improvements to their location at 311 S Reed Street. Joliet, Illinois 60436, to install updated lighting, replacing the existing outdated electrical system.

UCP proposes to utilize the funding of this grant to improve client safety, accommodate sensory sensitivities, reduce carbon footprint, and promote a more suitable environment for individuals with intellectual and developmental disabilities. Founded over 70 years ago, this will be UCP's third year of administering City-funded CDBG activities.

This program supports CDBG identified Goals and demonstrates consistency to the City of Joliet 2025-2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled "Energy Efficiency Program" will sustain or improve access to services for an estimated 100 people/households within the City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $45,000.00

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with UCP Center for Disability Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $45,000.00

powered by Legistar™

RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with UCP Center for Disability Services, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

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

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Public Facility activities; and

WHEREAS, UCP Center for Disability Services is a nonprofit organization and submitted to the City a proposal for providing Public Facility activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $45,000.00 in CDBG funds to UCP Center for Disability Services, NFP for “Energy Efficiency Program” to primarily benefit low/moderate income residents of City of Joliet; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, as follows:

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and UCP Center for Disability Services, NFP in an amount not to exceed $45,000.00 for this Public Facility project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
UCP - CENTER FOR DISABILITY SERVICES, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and UCP – Center for Disability Services, an Illinois not-for-profit, located and doing business at 311 S Reed Street. Joliet, Illinois 60436 (the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development, or a person authorized to act on his/her behalf.

h. "Subrecipient" is a public agency or nonprofit organization that administers a specific Program for the City.

i. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROGRAM RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or Programs described herein are conducted.

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Program") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Program will be administered under its direct supervision and that all personnel engaged in the Program shall be fully qualified and

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff,

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

   The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for assistance on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

On a quarterly basis, the SUBRECIPIENT shall submit to the City, in a form acceptable to the City, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within 30 days of the close of each quarter.

The SUBRECIPIENT shall retain all Program files, financial records, and any other documents related to the Program for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to end the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of FORTY FIVE THOUSAND DOLLARS AND 00/100 ($45,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Program in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience: This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**UCP - Center for Disability Services, NFP**
SUBRECIPIENT ID (DUNS):	**36-2425572**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($45,000.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$45,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$45,000.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Facility Improvements more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**

Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body
Politic of the State of Illinois

By: _____

Name:_____

Title:_____

Date:_____

UCP - Center for Disability Services
an Illinois not-for-profit corporation

By: _____

Name:_____

Title:_____

Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

The Subrecipient's project aims to install a modern, energy-efficient lighting system throughout the facility that will improve safety, accommodate sensory sensitivities, reduce carbon footprint, and promote a more suitable environment for individuals with intellectual and developmental disabilities served by UCP-Center for Disability Services.

The following line items are approved within this Scope of Work:

-8' LED Selectable Strip Fixture w sensor (Classrooms Hallway)
-4' LED Selectable Strip Fixture w Sensor (Classrooms)
-LED Linear High Bay w Sensor (GYM)
-LED Magnetic Strip Kits (Bathrooms + Random)
-2x4 LED Panel (Bathrooms + room 23)
-2x2 LED Panel (Room 13.2 + Room 16)
-LED Exit Signs
-EXTERIOR LED Canopy
-EXTERIOR LED Wallapack w Sensor
-EXTERIOR LED Flood Light
-Installation/Labor

General reporting information - including the number of beneficiaries assisted throughout the facility - will be submitted to City of Joliet on a quarterly basis.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 517-25

File ID: 517-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with UCP Center for Disability Services, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $45,000.00

Agenda Date: 09/16/2025

Attachments: Resolution, UCP CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 518-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Will County Center for Community Concerns, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $50,000.00

BACKGROUND:
Will County Center for Community Concerns (WCCCC) has been recommended for Community Development Block Grant funds in the amount of $50,000.00 for their Housing Counseling Services. This activity will be used to leverage an additional $16,000.00 of the organization's supplemental funding to provide both one and one and group counseling for mortgage default, post-purchase, pre-purchase, financial literacy, and homebuyer education courses.

HUD approved housing counseling is often required for Homebuyer eligibility to Down Payment Assistance grants, or in Mortgagee pre/post foreclosure efforts. The Certified Housing Counselors of WCCCC participate alongside their clients in loss mitigation courts for Homeowners at risk of foreclosure, helping residents retain their housing and age in place. As the only HUD approved Housing Counseling agency in Will County, this program is designed to respond to the increasing number of households seeking access to this crucial lifeline. Founded 38 years ago, this will be WCCCC’s sixth year of administering city-funded CDBG activities.

This program supports CDBG identified Goals and demonstrates consistency to the City of Joliet 2025-2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
This activity titled “Housing Counseling” will provide a vital Public Service to an estimated 200 people/households within City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $50,000.00

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution

Authorizing CDBG Funding and Subrecipient Agreement with Will County Center for Community Concerns, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $50,000.00.

powered by Legistar™

RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Will County Center for Community Concerns, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by U.S. Federal regulations 24 CFR Part 570; and

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Public Service activities; and

WHEREAS, Will County Center for Community Concerns is a nonprofit organization and submitted to the City a proposal for providing Public Service activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $50,000.00 in CDBG funds to Will County Center for Community Concerns, NFP for “Housing Counseling Program” to primarily benefit low/moderate income residents of City of Joliet; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, as follows:

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Will County Center for Community Concerns, NFP in an amount not to exceed $50,000.00 for this Public Service project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
WILL COUNTY CENTER FOR COMMUNITY CONCERNS

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Will County Center for Community Concerns, an Illinois not-for-profit, located and doing business at 2455 Glenwood Avenue. Joliet, Illinois 60435 (the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development, or a person authorized to act on his/her behalf.

h. "Subrecipient" is a public agency or nonprofit organization that administers a specific Program for the City.

i. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROGRAM RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or Programs described herein are conducted.

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Program") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Program will be administered under its direct supervision and that all personnel engaged in the Program shall be fully qualified and

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff,

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

   The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for assistance on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

On a quarterly basis, the SUBRECIPIENT shall submit to the City, in a form acceptable to the City, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within 30 days of the close of each quarter.

The SUBRECIPIENT shall retain all Program files, financial records, and any other documents related to the Program for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to end the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of FIFTY THOUSAND DOLLARS AND 00/100 ($50,000.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Program in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience: This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**Will County Center for Community Concerns, NFP**
SUBRECIPIENT ID (DUNS):	**36-3473739**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($50,000.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$50,000.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$50,000.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Public Services more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**
Name of pass-through entity:	**City of Joliet, Illinois**

Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body
Politic of the State of Illinois

By: _____

Name:_____

Title:_____

Date:_____

Will County Center for Community Concerns
an Illinois not-for-profit corporation

By: _____

Name:_____

Title:_____

Date:_____

City Clerk

By:_____

Title:_____

Date:_____

AGENCY ATTEST

By:_____

Title:_____

Date:_____

[SEAL]

[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

SUBRECIPIENT proposes to provide HUD-Certified housing counselors for one-on-one and group counseling for mortgage default, post purchase, pre-purchase, financial literacy, homebuyer education, and participate in loss mitigation courts.

-The housing counseling program will help those Joliet residents receive the housing counseling and classes needed to help prevent foreclosure. WCCCC's housing counselors will work with the clients and lenders to create work plans to keep the clients in their homes.

-WCCCC will partner with local attorneys where they are present at the Will County foreclosure courts. In this partnership, WCCCC HUD-certified counselors provide mortgage default (loss mitigation) counseling onsite or via Zoom, including speaking directly with homeowners and lenders while in court. WCCCC services consist of assisting the homeowner with completing the lender's loss mitigation packet, which includes a complete budget, providing ongoing assistance with submitting all the required documentation needed to secure an affordable workout plan for the homeowner, and acting as a liaison between the homeowner, and the lender, which leads to better outcomes for the household and the community.

-The beneficiaries of the housing counseling program will be low-to-moderate income residents of Joliet who are homeowners and/or potential homeowners who need mortgage default counseling, homebuyer education classes, post-purchase counseling, pre-purchase counseling, financial literacy class, or foreclosure prevention services. The clients will receive any of these services free of charge. WCCCC is required to ask the client for proof of income, paystubs, benefit summary, etc., to verify and identify the client is LMI. WCCCC will use the HUD AMI guidelines and enter the income in the Client Management System (CMS).

General reporting information - including the number of beneficiaries assisted - will be submitted to City of Joliet on a quarterly basis.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 518-25

File ID: 518-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Will County Center for Community Concerns, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $50,000.00

Agenda Date: 09/16/2025

Attachments: Resolution, WCCCC CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 519-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing CDBG Funding and Subrecipient Agreement with Warehouse Workers for Justice, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $27,772.00

BACKGROUND:
Warehouse Workers for Justice (WWFJ) has been recommended for Community Development Block Grant funds in the amount of $29,772.00 to support their Outreach Program. This activity will be used to leverage an additional $90,000.00 of the organization's supplemental funding to provide resources, training, outreach and education to the one of the City's largest industry workforces.

This program is designed to support an outreach team dedicated to: educating the workforce of Joliet on their rights and understanding minimum wage laws, labor / overtime laws, biometric policy rights, and more, based on Federal and Local protections. With 17 years as an established center, this will be WWFJ's first year of administering city-funded CDBG activities.

The WWFJ program supports CDBG identified Goals, and demonstrates consistency to the City of Joliet 2025-2029 Consolidated Plan.

The attached Resolution authorizes CDBG funding and authorizes the City Manager to execute the CDBG Agreement on behalf of the City of Joliet.

The Diversity and Community Relations Committee will review this item.

CONCLUSION:
The WWFJ's activity titled "Outreach Program" will provide targeted education and resources to promote Economic/Workforce Development, and Capacity Building to an estimated 15,000 people/households within the City of Joliet.

Funds will be charged to the Community Development Block Grant Fund: Org 21020250, Object 523300, $27,772.00

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing CDBG Funding and Subrecipient Agreement with Warehouse Workers for Justice, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $27,772.00

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RESOLUTION NO. _____

Resolution Authorizing CDBG Funding & Subrecipient Agreement with Warehouse Workers for Justice, NFP

WHEREAS, the Community Development Block Grant (CDBG) is authorized by the Housing and Community development Act of 1974, as amended, and is administered by the U.S. Department of Housing and Urban Development;

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by U.S. Federal regulations 24 CFR Part 570; and

WHEREAS, the City of Joliet is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended, which included the use of CDBG funds for Administrative activities; and

WHEREAS, Warehouse Workers for Justice is a nonprofit organization and submitted to the City a proposal for providing Administrative activities; and

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City of Joliet to allocate an amount not to exceed $29,772.00 in CDBG funds to Warehouse Workers for Justice, NFP for "Outreach Program" to primarily benefit low/moderate income residents of City of Joliet; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, as follows:

SECTION 1: The Mayor and City Council hereby approve the execution of a CDBG Subrecipient Agreement between the City of Joliet and Warehouse Workers for Justice, NFP in an amount not to exceed $29,772.00 for this Administrative project.

SECTION 2: The City Manager, or her designee, is hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOLIET
AND
WAREHOUSE WORKERS FOR JUSTICE, NFP

THIS "CDBG Subrecipient" AGREEMENT (the "Agreement") executed on the date of _____ by and between City of Joliet (the "**City**") and Warehouse Workers for Justice an Illinois not-for-profit, located and doing business at 1220 Richards Street. Suite A. Joliet, Illinois 60433 (the "**Subrecipient**").

WITNESSETH:

WHEREAS, the City has entered into a grant agreement with the United States Department of Housing and Urban Development ("**HUD**") under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("**CDBG**") Programs, 24 Code of Federal Regulations ("**CFR**") Part 570, as amended, (the "Rules and Regulations"); and,

WHEREAS, the use of CDBG funds, identified as #14.218 in the Catalog of Federal Domestic Assistance, is governed by the U.S. Federal Regulations 24 CFR Part 570; and

WHEREAS, the Mayor and City Council approved the 2025-2029 Consolidated Plan for the CDBG Program with Resolution #____ and the 2025 Annual Action Plan with Resolution #____ for the activities identified in this Agreement;

WHEREAS, the City of Joliet, is a recipient of CDBG funds received from HUD through its submission of its 2025 Annual Action Plan, as amended; and

WHEREAS, the City desires to engage the Subrecipient to implement such undertaking to the CDBG Program as valid and worthwhile City purpose;

NOW THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the City and the Subrecipient agree as follows:

I. DEFINITIONS

The terms below as used in this Agreement shall be defined as follows:

a. "Annual Income" is the IRS adjusted gross income using the calculation for "adjusted gross income" outlined in the federal income tax IRS Form 1040.

b. "Beneficiaries" for the Program is defined as low-moderate income families as defined by HUD.

c. "Neighborhood Services Division" of the City of Joliet Community Development Department is responsible for the administration of the Community Development Block Grant (CDBG) funds.

d. "Contractor" means an entity other than a Subrecipient that furnished to the Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).

e. "City" City of Joliet is the Participating Jurisdiction which receives CDBG Program funds.

f. "CDBG Program" means the Community Development Block Grant Program as may be amended from time to time.

g. "HUD" means the Secretary of Housing and Urban Development, or a person authorized to act on his/her behalf.

h. "Subrecipient" is a public agency or nonprofit organization that administers a specific Program for the City.

i. EXHIBITS: The following attachments are made part of this agreement:
Exhibit A - Authorized Scope of Work

II. PROGRAM RESPONSIBILITY

City of Joliet, Neighborhood Services Division is hereby designated as the representative of the City regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or Programs described herein are conducted.

III. TERM

The term of this Agreement shall commence as identified in the Subaward Period of Performance found in Section XXIV Subaward Information, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until September 30, 2026.

IV. STATEMENT OF WORK

The SUBRECIPIENT agrees to exert its best professional efforts to perform and carry out in a manner satisfactory to the City, the services set forth in Exhibit A, entitled "Authorized Scope of Work" (the "Program") attached hereto and by reference incorporated herein and made a part of hereof.

The SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208. SUBRECIPIENT covenants the Program will be administered under its direct supervision and that all personnel engaged in the Program shall be fully qualified and

authorized and permitted under applicable law to perform such services.

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

i. General Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. Nondiscrimination

The SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement. Additionally, the SUBRECIPIENT shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The SUBRECIPIENT shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

iii. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

iv. Architectural Barriers Act/Americans with Disabilities Act

The SUBRECIPIENT shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

i. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

The SUBRECIPIENT shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff,

termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

iii. Subcontract Provisions

The SUBRECIPIENT will include the language under the A. Civil Rights, and B. Affirmative Action headings of this Agreement in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

i. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. Drug-Free Workplace

The SUBRECIPIENT agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The SUBRECIPIENT agrees to (1) identify all known

workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.

The SUBRECIPIENT will provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the SUBRECIPIENT that the SUBRECIPIENT maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The SUBRECIPIENT's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

iv. "Section 3" Clause

1. Compliance

SUBRECIPIENT shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPIENT shall ensure that employment and training opportunities arising in connection with this Program are provided to Section 3 workers within the metropolitan area in which the Program is located.

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the SUBRECIPENT shall ensure contracts for work awarded in connection with this Program are provided to business concerns that provide

economic opportunities to Section 3 workers residing within the metropolitan area in which the Program is located.

SUBRECIPIENT shall include this "Section 3" Clause in all contracts and subcontracts funded from this Agreement and shall require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

2. Notifications

   The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

   The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1. (above) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT's shall certify and disclose accordingly:

4. Lobbying Certification

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vii. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

viii. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the SUBRECIPIENT agrees that, in connection with such services:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for assistance on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. RECORDS AND REPORTS

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

On a quarterly basis, the SUBRECIPIENT shall submit to the City, in a form acceptable to the City, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within 30 days of the close of each quarter.

The SUBRECIPIENT shall retain all Program files, financial records, and any other documents related to the Program for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

When the SUBRECIPIENT is notified in writing by the City to end the retention period.

Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

The City shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. SUBRECIPIENT shall cooperate with City and any federal auditors authorized by the City and shall make available all information, documents, and records reasonably requested and shall provide City the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

VIII. METHOD OF PAYMENT

The SUBRECIPIENT shall submit to the City a request for payment in a form acceptable to the City. Such submittals shall be presented on an as needed basis, however, in no event, shall a calendar month pass without a submittal or other communication with the City. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow the City to determine compliance with applicable federal regulations, including cost allowability.

An authorized official for the SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The City shall pay all requests for payment which are approved pursuant to this Agreement within forty-five days of receipt, subject to Section XV of this Agreement. It is expressly understood and agreed that in no event will the total payment to the SUBRECIPIENT exceed the maximum sum of TWENTY NINE THOUSAND SEVEN HUNDRED SEVENTY TWO DOLLARS AND 00/100 ($29,772.00).

If the City disallows any cost submitted by the SUBRECIPIENT, within 10 business days the City will provide written notification to the SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

IX. PROGRAM INCOME

Any income generated by the SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income shall be retained by the SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

The SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information the City designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

XI. AUDIT REQUIREMENTS

Within thirty (30) days of the close of the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide to the City a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

The SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the SUBRECIPIENT expends $750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The SUBRECIPIENT shall submit a copy of the audit to the City and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). The SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The City shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

XII. CONFLICT OF INTEREST

The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. If the SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the City may grant an exception to the conflict of interest provisions on a case-by-case basis.

XIII. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to administer the Program in compliance with the following federal program requirements:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

Build America, Buy America Act, (41 USC 8301) (BABA) requires The SUBRECIPIENT must ensure all work is done in compliance with the requirements of Act, and all applicable

rules and notices, as may be amended. Unless waived by the City, the following requirements apply: (1) all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. "Construction materials" includes an article, material, or supply that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction materials do not include iron, steel, and manufactured products described above; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

XIV. CLOSEOUT AND REVERSION OF ASSETS

The City will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the SUBRECIPIENT.

Unless provided an extension through written notification by the City, the SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the City any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to the City shall not terminate until all closeout requirements are completed.

The following obligations of the SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to City any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and For real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, the SUBRECIPIENT shall reimburse the City a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

XV. SUSPENSION AND TERMINATION

Termination for Convenience: This Agreement may be terminated by either party if the SUBRECIPIENT and City mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the SUBRECIPIENT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the City, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

Automatic Termination Clause: In the event that the U.S. Department of Housing and Urban Development (HUD) suspends, reduces, or terminates funding for the Community Development Block Grant (CDBG) program, this Subrecipient Agreement shall automatically terminate, effective on the date of such federal action. The Subrecipient acknowledges that the continuation of this Agreement is contingent upon the availability of CDBG funds and that the Grantee shall not be held liable for any damages or losses resulting from such automatic termination. Upon termination, the Subrecipient shall immediately cease all program activities and comply with all applicable closeout procedures, including the return of unexpended funds and submission of required reports, as directed by the Grantee.

XVI. MANDATORY DISCLOSURES

The SUBRECIPIENT shall provide written notice to the City within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

XVII. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the SUBRECIPIENT concerning the City under this Agreement shall not be made available to any individual or organization by the SUBRECIPIENT without first submitting them to the City.

XVIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and SUBRECIPIENT.

The City may, from time to time, request changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon between the City and the SUBRECIPIENT shall be incorporated into a written amendment to the Agreement.

XIX. ASSIGNABILITY AND SUBCONTRACTING

A. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

B. Subcontracts

i. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

ii. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process

The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

C. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

XX. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIII. CONSTRUCTION OF AGREEMENT

A. Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the applications thereof to any circumstance, shall, at any time or to any extent, be determined by a court of

competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Gender

The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

C. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

D. Construction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

XXIV. COMPLIANCE WITH ARTICLE XVI OF THE CITY OF JOLIET CODE OF ORDINANCES

It is the duty of the SUBRECIPIENT to cooperate with the Inspector General of the City of Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances. The SUBRECIPIENT agrees to abide by all provisions of Article XVI of the City of Joliet Code of Ordinances. The SUBRECIPIENT must inform their subcontractors of this provision and require understanding and compliance with Article XVI of the City of Joliet Code of Ordinances.

XXV. SUBAWARD INFORMATION

SUBRECIPIENT NAME:	**WAREHOUSE WORKERS FOR JUSTICE**
SUBRECIPIENT ID (DUNS):	**80-0792786**
Federal Award Identification Number(s):	**B-25-MC-17-0013 ($29,772.00)**
Federal Award Date:	**October 1, 2025**
Subaward Period of Performance:	**October 1, 2025 to September 30, 2026**
Federal Funds Obligated by this Agreement:	**$29,772.00**
Total Federal Funds Obligated to SUBRECIPIENT:	**$29,772.00**
Total Amount of the Federal Award:	**$926,791.00**
Federal award Program description:	**Administrative Services more fully described at 24 CFR 570.208(a)(2) and Exhibit A of this Agreement**
Name of Federal awarding agency:	**Dept. of Housing Urban Development**

Name of pass-through entity:	**City of Joliet, Illinois**
Award Official Contact information:	**Dustin Anderson, Director,** **Community Development Department** **150 W. Jefferson. Joliet IL 60432** **815-724-4047**
CFDA Number:	**14.218**
CFDA Name:	**Community Development Block Grant**
Identification of R&D:	**No**
Indirect cost rate for the Federal award:	**10%**

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

WITNESS WHEREOF, The City and the SUBRECIPIENT have executed this Agreement as of the date first above written.

City of Joliet, a corporate and body Politic of the State of Illinois	Warehouse Workers for Justice an Illinois not-for-profit corporation
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

City Clerk	AGENCY ATTEST
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
[SEAL]	[SEAL]

Approval as to FORM
Interim Corporation Counsel

By:_____

Title:_____

Date:_____

Exhibit A - Authorized Scope of Work

The Subrecipient's "Outreach Program" will support the hiring and administrative assistance to create an outreach team - made of individuals with lived experience and pertinent background - dedicated to meeting the needs of low wage workers in Joliet. The team would conduct outreach at various locations to bring awareness to a range of resources, including available legal services. The Subrecipient will provide education such as "Know Your Rights" training and education, to ensure workers in Joliet understand the minimum wage laws, overtime laws, biometric privacy laws and other laws that protect them against employee violations at work. As part of the broader services offered, the Subrecipient will also screen workers for additional needs of the targeted population, including but not limited to; pro bono legal services such as expungement, driver's license reinstatement and other critical services that increase the economic success of Joliet residents.

Once all grant funds are expended, a detailed report will be submitted to the City of Joliet to outline the beneficiaries assisted, the impact / outcomes of any services offered. The report should also reflect the overall need, and how available funds in subsequent years may be used to continue these services.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 519-25

File ID: 519-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: Neighborhood Services **Final Action:**

Title: Resolution Authorizing CDBG Funding and Subrecipient Agreement with Warehouse Workers for Justice, NFP as a Program Year 2025 CDBG Activity in an Amount not to Exceed $27,772.00

Agenda Date: 09/16/2025

Attachments: Resolution, WWFJ CDBG Agreement PY25.docx

Entered by: jlozada@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	9/10/2025	Gina Logalbo	Approve	9/5/2025
2	2	9/12/2025	Dustin Anderson	Approve	9/12/2025
2	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
2	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 520-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Ann Sylvester, Director of Cultural Affairs & Special Events

SUBJECT:
Resolution Requesting the Closure of a Portion of State Routes IL 53 Northbound (Scott St.), IL 30 (Jefferson St.) and IL 53 Southbound (Ottawa St.) for Light up the Holidays Parade & Activities

BACKGROUND:
The Light up the Holiday Parade and activities will be held on Friday, November 28, 2025. The parade will be held on Chicago Street this year and will require partial closures of State Routes IL 30 (Jefferson Street) and one lane of IL 53 (Scott Street) beginning at 4 p.m. Carriage rides will take place from 2-5 p.m. and require partial closure of one lane of IL 53 (Ottawa street) from Benton to Webster.

The Illinois Highway Code authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for public purposes such as parades and local celebrations. The attached Resolution will be forwarded to IDOT to serve as a formal request for permission to close off portions of Route 53 and Route 30 in the downtown Joliet Area as shown on the attached map on Friday, November 28, 2025 between 4 p.m. and 8 p.m.

The Public Service Committee will review this matter.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Requesting the Closure of a Portion of State Routes IL 53 Northbound (Scott St.), IL 30 (Jefferson St.) and IL 53 Southbound (Ottawa St.) for Light up the Holidays Parade & Activities.

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RESOLUTION NO. _____

Resolution Requesting the Closure of a Portion of State Routes IL 53 Northbound (Scott St.), IL 30 (Jefferson St.) and IL 53 Southbound (Ottawa St.) for Light up the Holidays Parade & Activities

WHEREAS, the City of Joliet ("City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the 2025 Light up the Holidays Parade Route requires the temporary closure of Illinois Routes 53 and 30, State Highways in the City; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for public purposes or needs such as parades and local celebrations; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOLIET, ILLINOIS**,** that the City requests permission from IDOT to close off portions of Route 53 and Route 30 in the downtown Joliet Area as shown on the attached map on November 28, 2025 between 4 p.m. and 8 p.m.

BE IT FURTHER RESOLVED that local police will be responsible for the event and the route will be clear of any construction projects or detours.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to IDOT to serve as a formal request for the permission sought in this Resolution.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2025

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____


Ohio St
Clay St
Ottawa St
Scott St
Jackson St
Crowley Ave
Chicago St
Benton St
Ottawa St
Webster St
Cass St
Clinton St
Van Buren St
Scott St
Jefferson St
Washington St
Detour Route
Open Traffic
Parade Route
Road Closed
Parade Staging
Road Closed
CITY of JOLIET
POLICE DEPARTMENT

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 520-25

File ID: 520-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: **Final Action:**

Title: Resolution Requesting the Closure of a Portion of State Routes IL 53 Northbound (Scott St.), IL 30 (Jefferson St.) and IL 53 Southbound (Ottawa St.) for Light up the Holidays Parade & Activities

Agenda Date: 09/16/2025

Attachments: Resolution, Light Up the Holidays Parade Route Map.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Gina Logalbo	Approve	9/12/2025
1	2	9/12/2025	Ann Sylvester	Approve	9/15/2025
1	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
1	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 521-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Ann Sylvester, Director of Cultural Affairs & Special Events

SUBJECT:
Resolution Requesting the Closure of a Portion of State Route IL 53 (Scott Street) for the Stone and Steel Spooky 5K.

BACKGROUND:
The Fourth Annual Stone & Steel Spooky 5K is scheduled for Saturday, October 4, 2025, at 8 a.m. This chip-timed race starts in historic Downtown Joliet and runs through the Joliet Iron Works Historic Site.

The 5k will start at 302 N. Chicago Street and proceed north on Scott Street to Columbia entering into the forest preserve. Runners and walkers will turn around in the forest preserve and head south on Scott Street back to 302 N. Chicago (just south of Jackson). Joliet Police Department will shut down the right lane of Scott Street only for this event.

The Illinois Highway Code authorizes the Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for public purposes such as parades and local celebrations. The attached Resolution will be forwarded to IDOT to serve as the formal request to close off portions of Route 53 in the downtown Joliet area as shown on the attached map on October 4, 2025 from 8:00 a.m.-10:00 a.m.

The Public Service Committee will review this matter.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Requesting the Closure of a Portion of State Route IL 53 (Scott Street) for the Stone and Steel Spooky 5K.

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RESOLUTION NO. _____

RESOLUTION Requesting the Closure of a Portion of Illinois Route 53 (Scott Street) for the Stone and Steel Spooky 5K

WHEREAS, the City of Joliet ("City") is a home rule unit of local government and Article VII, Section 6 of the Illinois Constitution of 1970 provides that except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the 2025 Stone and Steel Spooky 5K requires the temporary closure of Illinois Route 53 State Highway in the City; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for public purposes or needs such as parades and local celebrations; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOLIET, ILLINOIS**,** that the City requests permission from IDOT to close off portions of Illinois Route 53 in the downtown Joliet area as shown on the attached map on Saturday, October 4, 2025 from 8:00 a.m.-10:00 a.m.

BE IT FURTHER RESOLVED that local police will be responsible for the event and the route will be clear of any construction projects or detours.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to IDOT to serve as a formal request for the permission sought in this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2025

_____ _____

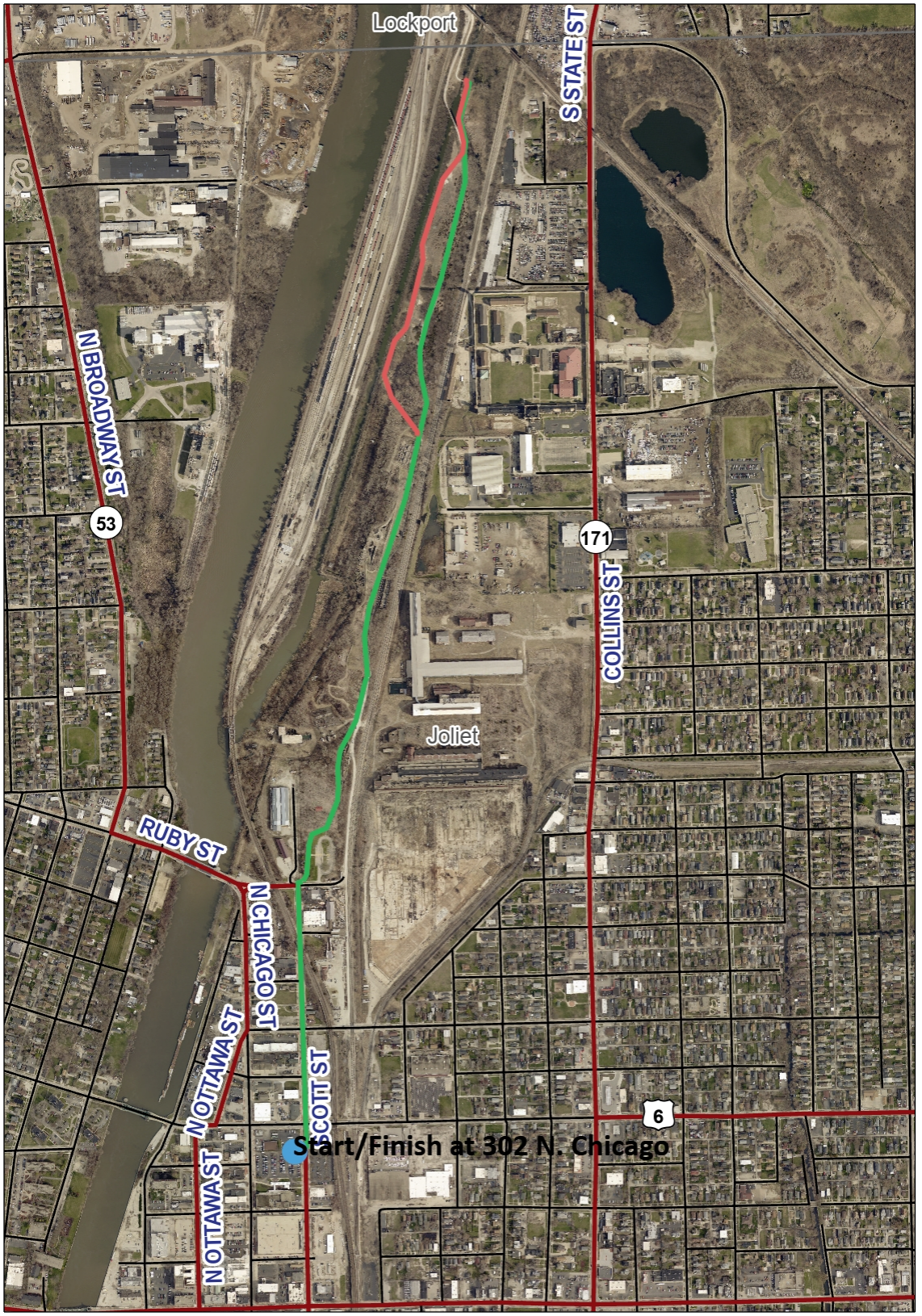
MAYOR **CITY CLERK**

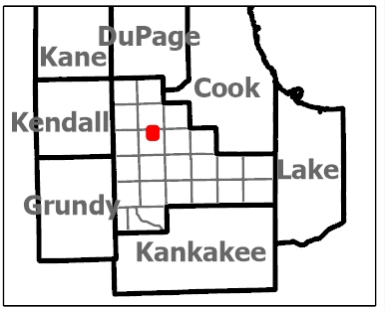
VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

Stone & Steel Spooky 5k Entire Route





Legend

Roadways

- Federal
- State
- County
- Local and Private

Surrounding Counties

Townships

Notes

Date: 6/20/2024

1: 18,056

0 0.28 0.57 Miles

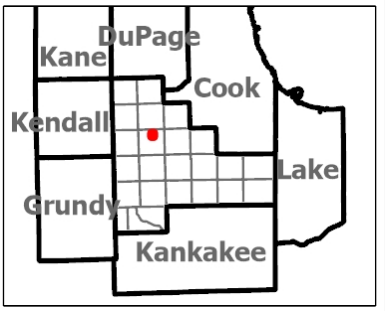
Projection

WGS_1984_Web_Mercator_Auxiliary_Sphere

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Stone & Steel Spooky 5k Route Part 2





Legend

Roadways

- Federal
- State
- County
- Local and Private

Townships

Notes

Date: 6/20/2024

1: 9,028

0 0.14 0.28 Miles

Projection

WGS_1984_Web_Mercator_Auxiliary_Sphere

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 521-25

File ID: 521-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/03/2025

Department: **Final Action:**

Title: Resolution Requesting the Closure of a Portion of State Route IL 53 (Scott Street) for the Stone and Steel Spooky 5K.

Agenda Date: 09/16/2025

Agenda Number:

Attachments: Resolution, Final 2025 5k Entire Route.pdf, Final 2025 5k route, part 2.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Gina Logalbo	Approve	9/10/2025
1	2	9/12/2025	Ann Sylvester	Approve	9/15/2025
1	3	9/12/2025	Todd Lenzie	Approve	9/16/2025
1	4	9/12/2025	Beth Beatty	Approve	9/16/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 522-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Appropriating Supplemental Motor Fuel Tax Funds for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project - MFT Section No. 24-00562-00-FP

BACKGROUND:
The Bridge Street (Nicholson St - Center St) Roadway Improvement Project is part of the 2024 Roadway Reconstruction Program.

The Public Service Committee will review this matter.

CONCLUSION:
Funding for this project comes from Motor Fuel Tax (MFT) Funds. Since Motor Fuel Tax Funds are used for this project, the State of Illinois requires the Mayor and City Council to approve an MFT Resolution. Attached for approval is the supplemental Motor Fuel Tax Resolution appropriating $37,670.00 for the Bridge Street (Nicholson St - Center St) Roadway Improvement Project.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the MFT Resolution appropriating Motor Fuel Tax Funds for the Bridge Street (Nicholson St - Center St) Roadway Improvement Project - MFT Section No. 24-00562-00-FP.

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Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Supplemental		24-00562-00-FP

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of JOLIET (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
BRIDGE STREET	0.1164		NICHOLSON STREET	CENTER STREET

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

ROADWAY EXCAVATION, CONSTRUCTION OF COMBINED CURB & GUTTER - TYPE B-6.12, STORM SEWER, ASSOCIATED APPURTENANCES, and TOP SOIL & SOD.

2. That there is hereby appropriated the sum of THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY AND 00/100 Dollars ($37,670.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lauren O'Hara (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of JOLIET (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of JOLIET (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 522-25

File ID: 522-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/04/2025

Department: Public Works **Final Action:**

Title: Resolution Appropriating Supplemental Motor Fuel Tax Funds for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project - MFT Section No. 24-00562-00-FP

Agenda Date: 09/16/2025

Attachments: Resolution

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/8/2025
1	2	9/8/2025	Greg Ruddy	Approve	9/10/2025
1	3	9/8/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/10/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 523-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Approving an Agreement with the Illinois Department of Transportation for Phase III Construction and Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

BACKGROUND:
In 2023, the City of Joliet was selected for Illinois Special Bridge Funding (ISBP) in the amount of $872,000.00 for Phase III Construction and Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project. The existing structure has a posted weight restriction and is deteriorated to the point of requiring complete replacement. The improvement project will consist of replacing the existing single span prestressed concrete arch structure with a single span reinforced concrete slab structure on open abutments. The project is scheduled for an early 2026 letting through the Illinois Department of Transportation.

The Public Service Committee will review this matter.

CONCLUSION:
Terms of the Phase III Local Public Agency (LPA) Agreement with IDOT state that the City shall hire a Consultant to provide construction engineering services such as construction management, documentation, material testing, and supervision during all construction activities. The City of Joliet is responsible to pay for construction engineering costs, which a portion of will then be reimbursed by IDOT. IDOT is responsible to pay for the initial construction costs and then invoice the City of Joliet for a portion of these costs. The Phase III LPA Agreement specifies the division of costs for Construction and Construction Engineering based upon an 80% Federal / 20% City split.
Attached is a Resolution, authorizing the execution of the LPA Agreement with the Illinois Department of Transportation for Phase III Construction and Construction Engineering for the Farrell Road over Spring Creek Improvement Project.

The cost estimate for construction engineering is $110,956.00. The maximum Federal share of these costs, based upon the original cost estimate from 2021, with the City being responsible for the remaining cost of $64,556.00.

The cost estimate for construction is $1,032,000.00. The maximum Federal share (80%) of these costs is $825,600.00, with the City being responsible for the remaining cost of $206,400.00.

Funds will be charged to the Motor Fuel Tax Fund / Farrell Road Bridge Replacement Construction

(Org 20090270, Object 557200, $317,356.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution approving an Agreement with the Illinois Department of Transportation for Phase III Construction and Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project.

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Joliet	Will	21-00542-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
Other - Special Bridge		CMAP	12-12-0017

Construction

State Job Number	Project Number
C-91-202-24	UUU5(053)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Farrell Road	9-0366	450'	115+25.00	119+75.00

Location Termini

Approximately 200 north and south of Spring Creek

Current Jurisdiction	Existing Structure Number(s)	
City of Joliet	099-4300	Remove

PROJECT DESCRIPTION

Remove and replace Structure Number 099-4300 carrying Farrell Road over Spring Creek. Proposed Structure Number is 099-4306

Local Public Agency	Section Number	State Job Number	Project Number
City of Joliet	21-00542-00-BR	C9120224	UUU5(053)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the

physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

Local Public Agency	Section Number	State Job Number	Project Number
City of Joliet	21-00542-00-BR	C9120224	UUU5(053)

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
City of Joliet	21-00542-00-BR	C9120224	UUU5(053)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Terry D'Arcy

Title of Official

Mayor

Signature | Date

The above signature certifies the agency's TIN number is

366088568 conducting business as a Governmental Entity.

DUNS Number 074407891

UEI UKXHU6SJXLR9

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Joliet	Will	21-00542-00-BR	C-91-202-24	UUU5(053)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STP-Br	$825,600.00	80%				Local	$206,400.00	20%	$1,032,000.00
Construction Engineering	STP-Br	$46,400.00	41.8%				Local	$64,556.00	58.2%	$110,956.00
Total		$872,000.00		Total			Total	$270,956.00		$1,142,956.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

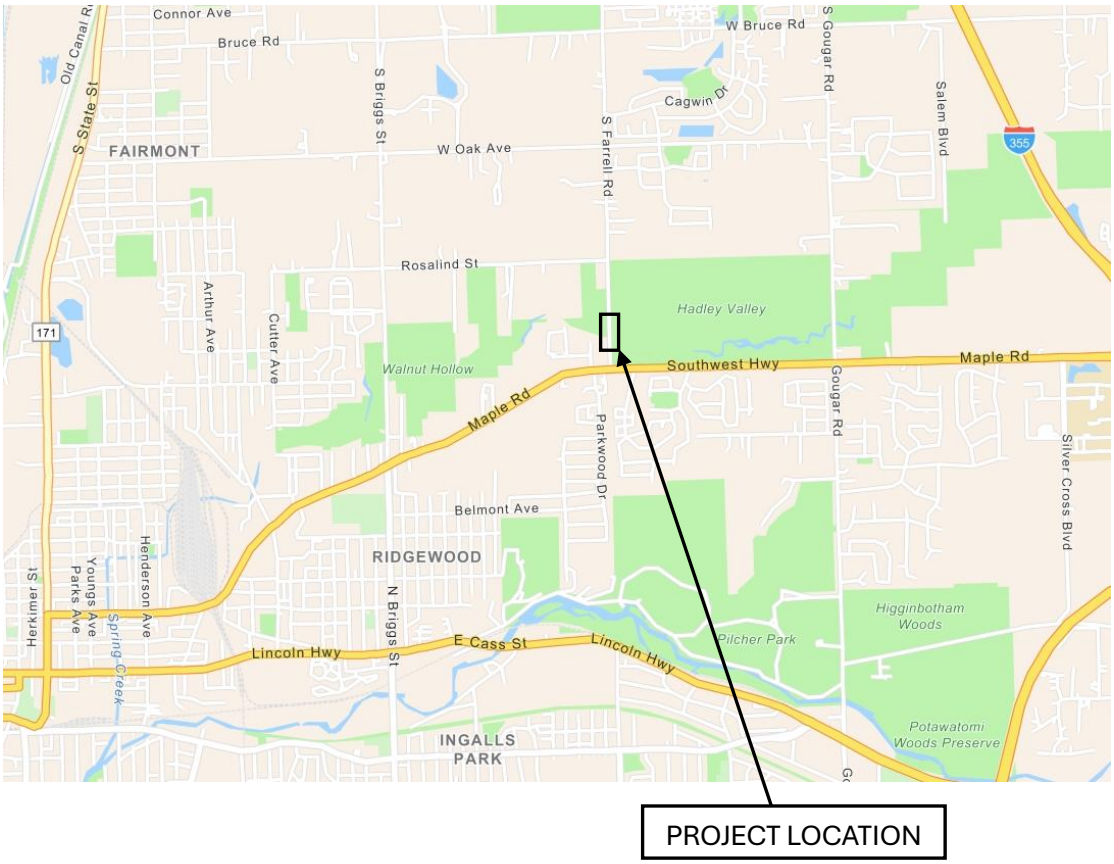
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 2 – PROJECT LOCATION MAP

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Joliet	Will	21-00542-00-BR	C9120224	UUU5(053)





Project Location Map

Route: **Farrell Road over Spring Creek**

County: **Will**

Municipality: **City of Joliet**

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Joliet	21-00542-00-BR	Will		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/ or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points -** Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	0
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	0
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	0
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	0

Summary of Risk	
General History of Performance	1
Financial Controls	0
Audits	0
Total	1

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Joliet	21-00542-00-BR	C9120224	UUU5(053)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Joliet (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the City of Joliet (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current City of Joliet (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the City of Joliet (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the City of Joliet (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Gregory Ruddy, P.E.	Director of Public Works	City of Joliet

Signature & Date

Gregory Ruddy
Digitally signed by Gregory Ruddy
Date: 2025.09.05 10:04:45 -05'00'

Local Public Agency	Section Number	State Job Number	Project Number
City of Joliet	21-00542-00-BR	C9120224	UUU5(053)

SCHEDULE NUMBER 5

Resolution No. _____

A Resolution for:

Section Number 21-00542-00-BR

State Job Number C-91-202-24

Project Number UUU5(053)

WHEREAS, the City of Joliet is proposing to remove and replace Structure Number 099-4300 carrying Farrell Road over Spring Creek.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Mayor and City Council

Section 1: The Mayor and City Council hereby appropriates $317,356.00 or as much as may be needed to match the required funding to complete the proposed improvement from Motor Fuel Tax Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of Joliet is directed to transmit 2 (two) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Lauren O'Hara (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Joliet (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Joliet (Name of Local Public Agency) at a meeting held on _____ (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year) . .

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 523-25

File ID: 523-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/05/2025

Department: Public Works **Final Action:**

Title: Resolution Approving an Agreement with the Illinois Department of Transportation for Phase III Construction and Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

Agenda Date: 09/16/2025

Attachments: Resolution

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/10/2025
1	2	9/8/2025	Greg Ruddy	Approve	9/10/2025
1	3	9/9/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	5	9/9/2025	Beth Beatty	Approve	9/11/2025
1	6	9/10/2025	Gina Logalbo	Approve	9/12/2025
1	7	9/11/2025	Greg Ruddy	Approve	9/12/2025
1	8	9/11/2025	Kevin Sing	Approve	9/15/2025
1	9	9/11/2025	Todd Lenzie	Approve	9/15/2025
1	10	9/12/2025	Beth Beatty	Approve	9/15/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 524-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Appropriating Motor Fuel Tax Funds for Phase III Construction for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

BACKGROUND:
The Farrell Road over Spring Creek Bridge will be removed and replaced due to deteriorated conditions. The City has received Federal grant funding towards the project but will be responsible for 20% of the construction costs.

The Public Service Committee will review this matter.

CONCLUSION:
The City's 20% share of funding for Phase III Construction for this project will come from local Motor Fuel Tax (MFT) funds. The State of Illinois requires the Mayor and City Council to approve an MFT Funding Resolution appropriating these funds. Attached is a Motor Fuel Tax Resolution (BLR 09110) appropriating $206,400.00 for Phase III Construction of the Farrell Road over Spring Creek Bridge Improvement Project.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the MFT Resolution appropriating Motor Fuel Tax Funds for Phase III Construction for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR.

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Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		21-00542-00-BR

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Joliet (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Farrell Road	099-4300		Joliet, IL	Spring Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction to remove and replace Structure Number 099-4300 carrying Farrell Road over Spring Creek. Proposed Structure Number is 099-4306

2. That there is hereby appropriated the sum of Two Hundred Six Thousand Four Hundred and 0/100 Dollars ($206,400.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lauren O'Hara (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Joliet (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Joliet (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 524-25

File ID: 524-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/05/2025

Department: Public Works **Final Action:**

Title: Resolution Appropriating Motor Fuel Tax Funds for Phase III Construction for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

Agenda Date: 09/16/2025

Attachments: Resolution

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/8/2025	Gina Logalbo	Approve	9/10/2025
1	2	9/8/2025	Greg Ruddy	Approve	9/10/2025
1	3	9/9/2025	Kevin Sing	Approve	9/10/2025
1	4	9/9/2025	Todd Lenzie	Approve	9/11/2025
1	5	9/12/2025	Beth Beatty	Approve	9/11/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 525-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Appropriating Motor Fuel Tax Funds for Phase III Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

BACKGROUND:
The Farrell Road over Spring Creek Bridge will be removed and replaced due to deteriorated conditions. The City has received Federal grant funding for the project but will be responsible for 20% of the construction engineering costs.

The Public Service Committee will review this matter.

CONCLUSION:
Local funding for Phase III Construction Engineering costs will come from Motor Fuel Tax (MFT) funds. The State of Illinois requires the Mayor and City Council to approve an MFT Funding Resolution. Attached is a Motor Fuel Tax Resolution (BLR 09110) appropriating $110,956.00 for Construction Engineering Services for the Farrell Road over Spring Creek Improvement Project.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Appropriating Motor Fuel Tax Funds for Phase III Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR.

powered by Legistar™

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		21-00542-00-BR

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Joliet (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Farrell Road	099-4300		Joliet, IL	Spring Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction Engineering Services to remove and replace Structure Number 099-4300 carrying Farrell Road over Spring Creek. Proposed Structure Number is 099-4306

2. That there is hereby appropriated the sum of One Hundred Ten Thousand Nine Hundred Fifty Six and 00/100 Dollars ($110,956.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lauren O'Hara (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Joliet (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Joliet (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 525-25

File ID: 525-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/05/2025

Department: Public Works **Final Action:**

Title: Resolution Appropriating Motor Fuel Tax Funds for Phase III Construction Engineering for the Farrell Road over Spring Creek Bridge Improvement Project - MFT Section No. 21-00542-00-BR

Agenda Date: 09/16/2025

Attachments: Resolution

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/10/2025	Gina Logalbo	Approve	9/12/2025
1	2	9/11/2025	Greg Ruddy	Approve	9/12/2025
1	3	9/11/2025	Kevin Sing	Approve	9/15/2025
1	4	9/11/2025	Todd Lenzie	Approve	9/15/2025
1	5	9/12/2025	Beth Beatty	Approve	9/15/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 526-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Resolution Authorizing Certain Employees for the City of Joliet to Sign Checks, Vouchers and Warrants for the Disbursement of City Funds

BACKGROUND:
This Resolution is necessary to update the signors on City bank accounts. Changes are needed due to the promotion of Nicole Hughes as the new Deputy City Clerk. The only change being made with this resolution is replacing Pauline Ames with Nicole Hughes as Deputy City Clerk.

This item will be reviewed at the September 16, 2025 Finance Committee.

CONCLUSION:
This Resolution is essential to ensure the accurate and up-to-date management of City bank accounts. With the promotion of Nicole Hughes to Deputy City Clerk, it is necessary to update the signors accordingly. This Resolution solely involves replacing Pauline Ames with Nicole Hughes as the new Deputy City Clerk.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution Authorizing Certain Employees for the City of Joliet to Sign Checks, Vouchers and Warrants for the Disbursement of City Funds.

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CERTAIN EMPLOYEES FOR THE CITY OF JOLIET TO SIGN CHECKS, VOUCHERS AND WARRANTS FOR THE DISBURSEMENT OF CITY FUNDS

WHEREAS, The Mayor and City Council of the City of Joliet recognize the need to limit the authority to disburse City funds; and

WHEREAS, certain financial institutions require that those authorized to disburse corporate funds be listed and provided by corporate resolution.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities hereby find that the recitals contained in the preamble are true and correct, and incorporate the recitals into this resolution as if fully set forth herein by this reference.

SECTION 2: That Kevin G Sing, Director of Finance/Treasurer; Christine A. Chinderle, Assistant Finance Director; Lauren O'Hara, City Clerk; and Nicole Hughes, Deputy City Clerk, shall be authorized to sign checks, warrants, wire transfers, and other financial instruments for the disbursement of City Funds

SECTION 3: Resolution Number 8059 is hereby amended to reflect the change in signors.

SECTION 4: This resolution shall be in effect upon its passage

PASSED this __ day of _____ 2025

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 526-25

File ID: 526-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/10/2025

Department: **Final Action:**

Title: Resolution Authorizing Certain Employees for the City of Joliet to Sign Checks, Vouchers and Warrants for the Disbursement of City Funds

Agenda Date: 09/16/2025

Attachments: Signor Resolution

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/10/2025	Gina Logalbo	Approve	9/12/2025
1	2	9/11/2025	Kevin Sing	Approve	9/12/2025
1	3	9/11/2025	Todd Lenzie	Approve	9/15/2025
1	4	9/12/2025	Beth Beatty	Approve	9/15/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 527-25 **Agenda Date:**9/16/2025

TO: Mayor and City Council

FROM: Kathy Franson, Director of Human Resources

SUBJECT:
Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council

BACKGROUND:
After several months of negotiation, the City and the Fraternal Order of Police, Labor Council have reached an agreement as to the Collective Bargaining Agreement being brought before the Council for consideration and includes the following significant terms:

- A four-year term from January 1, 2025 - December 31, 2028 with wage increases of 3.25% in 2025, 3.25% in 2026, 3.25% in 2027, and 3.25% in 2028;
- Increasing the starting wage for new officers to $70,000;
- A new SAFE-T Act stipend, which incrementally increases to 3.25% of annual wages by the final year of the agreement;
- Expanded residency to include residency within a 50-mile radius of the intersection of Essington Rd. and Jefferson St. in Joliet;
- New or revised language on various operational issues and technical clean-up including expanding the probationary period from 12 to 18 months and pay step advancement for lateral hires.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and the City Council approve the attached Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council.

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RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOLIET AND THE ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL

WHEREAS, the City of Joliet is a municipal corporation and a unit of local government within the State of Illinois (hereinafter referred to as "City"); and

WHEREAS, the City and the Illinois Fraternal Order of Police, Labor Council (hereinafter referred to as "FOP-LC") have agreed to the terms and conditions of a Collective Bargaining Agreement; and

WHEREAS, said agreement shall be in effect from January 1, 2025, until December 31, 2028; and

WHEREAS, said agreement requires City Council approval; and

WHEREAS, the City of Joliet is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the Preamble to this Resolution are true, correct and complete and hereby incorporate the Preamble by reference as if fully set forth in this Section 1.

SECTION 2: The Collective Bargaining Agreement with FOP-LC is hereby approved. The City Manager is hereby authorized to execute said Collective Bargaining Agreement, in substantially the same form as EXHIBIT A attached hereto and incorporated herein.

SECTION 3: Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 4: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL IN THE MANNER PROVIDED BY LAW.

PASSED this day of , 2025

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF JOLIET

AND

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

Effective January 1, 2025 thru December 31, 2028

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PREAMBLE

This Statement of Policy, effective the first day of January 1993 by the City, of Joliet, Illinois, to employees working under the operations, conditions and requirements of the City of Joliet, hereinafter referred to as the "City" or "Management", and the Illinois Fraternal Order of Police Labor Council hereinafter referred to as the "Labor Council". The City shall make an effort to maintain a sufficient number of personnel on duty for each scheduled shift in order to provide adequate service to the public and insure minimum safety for employees.

ARTICLE I

RECOGNITION

SECTION 1.1 Recognition

The City of Joliet, Illinois, recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative of all sworn, full-time police officers below the rank of sergeant, which includes Police Patrol Officers and Master Patrol Officers, of the City of Joliet Police Department with respect to salary, hours, fringe benefits, and other conditions of employment.

The City agrees that it will not interfere with the rights of the employees to become members of the Labor Council, and agrees that there shall be no discrimination, interference, restraint, or coercion by the Police Department or the City, or any of its authorized agents, against any employee because of his or her membership in the Labor Council or because of his or her presenting a grievance, or against any employee who may represent others in the discharge of his or her duties, or a member of any committee of the Labor Council. The Labor Council agrees for itself and its members, individually and collectively, to perform loyal and efficient work in the service of the Police Department at all times.

SECTION 1.2 Employer Representative

The City agrees that the City Manager or his designated representative shall be its agent with regard to any communications or matters presented by the Labor Council and further that the City and the City Manager, or his designated representative shall receive any and all communication regarding any matters and activities of any nature whatsoever of the Labor Council only through the Bargaining Committee or authorized representative of the Labor Council.

SECTION 1.3 Contract Supplied

The City shall provide a sufficient number of copies of this working Agreement for the Labor Council and bargaining unit members, within forty five (45) days of adoption.

ARTICLE II

INTENT AND PURPOSE

SECTION 2.1 Intent of the Parties

It is the intent and purpose of the parties hereto that this Agreement will serve to promote and improve the relationship between the members of the Labor Council and the City, and to set forth herein the basic policy concerning compensation, hours of work, and other terms and conditions of employment that will be observed between the parties hereto. It is recognized by both parties that the proper and efficient operation of the City service is necessary to the welfare of the community and that proper function and increased efficiency can be established only through the complete cooperation of Employer and the members of the Labor Council. It is the belief of both parties that this attitude can best be encouraged when it is made clear that both Employer and Labor Council officials, are the guardians of a public trust and are not anti-union or anti-management, but are sincerely concerned with the best interests and well being of the members of the Labor Council as well as the public, which is served by the parties. Each employee shall be dealt with fairly, impartially and without personal bias.

SECTION 2.2 Political Non-Discrimination

In a community such as ours, there are certain regulations which govern the conduct of employees of the City and of the Police Department, just as there are regulations covering citizens in the community in which we live. These regulations have been devised to assure uniform administration of discipline and to end political patronage for City jobs which undermines the public confidence and the morale of those workers who are doing an effective job, and to reduce wasteful turnover. Accordingly, no employee shall be demoted, removed, discharged or otherwise disciplined on account of his political affiliation.

SECTION 2.3 Management Rights

Except as specifically limited to the express provisions of this Agreement, the City retains exclusively the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services shall be performed; to change or eliminate existing productivity standards, methods, materials, equipment and facilities and/or to introduce new or improved ones; to determine whether goods or services shall be made, performed, or purchased; to determine what services and operations shall be performed by the City or whether they shall otherwise be serviced, operated, or performed, and to determine their nature; to establish, schedule and change the hours of work; to assign employees to work as needed; to make and enforce reasonable work rules and, to lay off and to relieve employees from duty for just cause.

ARTICLE III

BARGAINING REPRESENTATIVE

SECTION 3.1 Bargaining Rights

The City and the Labor Council agree that the Labor Council shall bargain collectively for all employees covered by this Agreement.

SECTION 3.2 Labor Council Representatives

Labor Council Representatives and duly elected members of the local Bargaining Committee shall represent the bargaining unit in matters that arise between the Labor Council and the City.

SECTION 3.3 Limits to Number of Bargaining Committee Members

The Bargaining Committee may, if it desires, be accompanied by staff representatives of the Labor Council or legal representatives in its meetings with the City. The Bargaining Committee agrees to limit the number of its representatives to seven (7) persons, to the extent possible. If the total bargaining unit representation will exceed seven (7) people, the bargaining unit shall inform the City in advance as to the number to attend.

SECTION 3.4 Committee Time Off

The Bargaining Committee members shall be assured such time off with pay as may be required to attend regularly scheduled committee meetings with the City's Management bargaining team on all matters concerning wages, hours and working conditions, provided it does not interfere with the efficient operation of the Police Department.

ARTICLE IV

DISCRIMINATION

In accordance with applicable law, neither the City nor the Labor Council shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, marital status or Labor Council membership status, or as a result of an employee who exercises his/her rights under this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 5.1 Definition

For the purpose of the parties of this Agreement, a grievance shall be considered a dispute between an employee or the Labor Council and the Employer concerning wages, hours, and conditions of employment or application of the Agreement. The Labor Council and the City agree that the City and Chief of Police will not recognize a grievance or matter of personal working conditions presented by an employee covered by this Agreement not in accordance with the procedures hereby established. The Labor Council agrees that no Employee covered by this Agreement shall bring any matter covered by the terms of this Agreement personally to the Chief of Police, Management, or the City Council, but shall follow the procedure outlined below. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty (20) calendar days of the event giving rise to the grievance or twenty (20) calendar days from the time the employee reasonably should have known of the event, and shall be processed as follows:

STEP 1 Whenever an employee believes that he or she has a grievance, the employee shall report it in writing to his or her Bargaining Committee Officers. The Bargaining Committee Officers may, with or without the aggrieved employee, take up the grievance with the employee's immediate supervisor. The supervisor shall then attempt to adjust the matter and shall respond to the Bargaining Committee Officers in writing within five (5) working days.

STEP 2 If the grievance has not been settled, it shall be presented in writing by the Bargaining Committee, to the Division Head within five (5) working days after the supervisor's response is due. The Division Head shall respond to the employee or the Bargaining Committee in writing within five (5) working days.

STEP 3 If the City or the aggrieved employee or Labor Council wish to appeal from Step 2, the grievance and appeal shall be presented in writing to the Chief of Police or the Chiefs authorized representative, and the Chief of Police or the authorized representative wilt arrange a meeting with the aggrieved employee, the Labor Council and/or Bargaining Committee within five (5) working days after the grievance has been filed with the Chief or the representative. However, if the Labor Council or Bargaining Committee member or the aggrieved employee or the Chief of Police or the authorized representative specifically requested an extension of time within the five (5) day period, an extension not to exceed an additional five (5) working days, shall be granted. At this meeting, both parties will be allowed to introduce and question persons familiar with the facts of the grievance. The Labor Council and the employee may be represented by officers of the Labor Council, the Bargaining Committee or legal representative if it so desires. The Chief of Police may call upon the Corporation Counsel, City Attorney, or any other City personnel for assistance. In no case will the grievance meeting be extended beyond a ten (10) working day period from the date the grievance was originally filed with the Chief of Police without the written consent of both parties. In this

meeting the parties will attempt to resolve the grievance to the satisfaction of the employee, Labor Council and City and the matter shall be responded to the Labor Council in writing.

STEP 4 If an agreement is not reached at the level of Step 3, at any time within ten (10) working days after the meeting of the parties in Step 3, the aggrieved employee, the Labor Council or the City by and through the Chief of Police, or the Chiefs authorized representative may file a written request to meet with the City Manager and present their respective arguments. All previous written grievances, requests, documents, and dispositions of meetings and hearings shall be attached to the written request presented to the City Manager. The City Manager may then consider the grievance on the basis of the written documents filed with him or her or may call for a meeting between the aggrieved employee, the Labor Council, members of the Bargaining Committee Grievance Committee and the Chief of Police and have further hearings on the matter if the City manager deems this necessary. In any event the City Manager shall render a written decision of the City in any such grievance within ten (10) working days after being taken under consideration by either written documents or hearing. The City and the aggrieved employee may be represented by legal counsel if they so desire.

STEP 5

(a) If the grievance remains unsettled, either the Illinois Fraternal Order of Police Labor Council or the City Manager may, within ten (10) working days from the receipt or statement of the City's position following the Step 4 meeting, file a written notice requesting binding arbitration between the Labor Council and City.

(b) The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Labor Council within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to provide a panel of arbitrators. Within seven (7) business days after receipt of the list from FMCS, the two parties shall alternately strike one name at a time from the list, with the party striking first being determined by a toss of the coin. The arbitrator thus selected shall decide the merits of the grievance.

(c) The arbitrator shall have no authority to subtract from, or change any of the terms of the agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

(d) Expenses for the arbitrator's services and the proceedings shall be equally borne by the City and the Labor Council. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such

a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 5.2 Waiver of Board of Fire and Police Commissioners Jurisdiction

(a) *Contesting Discipline*

If an employee wishes to contest recommended discipline, the Chief of Police or the Chiefs designee will hold an Administrative Review meeting with the employee and the employee's Union representatives. Upon completion of the Administrative Review, the Chief of Police will issue a Final Decision as to discipline ("Final Decision"), and notify the affected employee and the Labor Council in writing. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure in Sub-section (b) below or through the Joliet Board of Fire and Police Commissioners (BOFPC), but not both, subject to the following: Discipline of a 5 working day suspension or more, and termination, may be appealed through either the arbitration process or the BOFPC. All other discipline (less than a 5 working day suspension) can only be appealed via the arbitration procedure.

In order to exercise this option, an officer must execute an Election, Waiver and Release form ("Election Form") agreed to by the parties to this Collective Bargaining Agreement (attached as Appendices "G" and "H"). The Election Forms shall be given to the officer at the time the officer is formally notified of the Final Decision. The employee shall have five (5) business days (Monday through Friday, excluding weekends and holidays) upon receipt of Election Forms to tender an executed Election Form to the Chief or the Chiefs designee. The employee need only execute and submit one form, either form “G” or “H”, whichever appropriately reflects the option elected. If the employee selects arbitration as the method of contesting the proposed discipline, the Election Form shall constitute a grievance, which shall be deemed filed at the City Manager Step. If the employee selects the BOFPC as the method of contesting discipline, the employee need not take any action other than filing a timely Election Form in order to invoke the jurisdiction of the BOFPC. If the employee elects to have the appeal heard by the BOFPC, then the Chief must file appropriate charges before the BOFPC. The charges must be filed by the Chief within 90 days of the filing of the Election Form.

If the employee selects arbitration as the method of contesting discipline, within fourteen (14) days of the election (or longer if the parties mutually agree) the parties shall meet with the City Manager. If the matter is not resolved at the City Manager level, within fourteen (14) days (or longer if the parties mutually agree), the parties shall select an arbitrator and proceed with the arbitration process.

The Chief of Police has the right and discretion to impose discipline immediately upon the issuance of a Final Decision, including suspensions of more than five (5) working days and termination.

If an officer or the Labor Council fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Final Decision. Further, once an employee files an Election Form, the employee’s choice of appeal method shall be considered irrevocable and a waiver of the right to appeal via an alternate method.

(b) *Expedited Discipline Arbitration*

(1) The parties agree to use the arbitration panel attached hereto as an Appendix. Once each calendar year, in the month of November, either or both parties may strike not more than one (1) name from the established panel of arbitrators contained in the attached Appendix. A new, successor, Arbitrator shall be named as the replacement, by mutual agreement of the parties; or, selected according to Section 5.1 STEP 5 (b) of this Agreement if no agreement is reached.

(2) Arbitrators shall be assigned cases on a numerical order according to their position on the established panel list, which shall be established in alphabetical order.

(3) The City and the Union agree to comply in a timely fashion with reasonable written requests made by each other for information necessary to prepare the case for arbitration, provided such information is not privileged or otherwise protected under law from disclosure.

(4) It is the intent and desire of the parties to conduct the arbitration hearing as soon as is practicable. Time is of the essence. To that end, in no event shall the arbitration hearing be held more than 60 days after the date the Labor Council files its Arbitration Notice unless none of the arbitrators on the seven member panel are available within said sixty day period or unless the City and the Labor Council otherwise agree in writing. If a hearing cannot be conducted within said sixty day period due solely to arbitrator unavailability, then the arbitration shall be conducted on the first date that any of the panel becomes available.

(5) In the event post-hearing briefs are to be submitted, both parties agree to submit the briefs by simultaneous exchange through the Arbitrator.

(6) The Arbitrator selected to hear the case shall be requested to issue a written decision within thirty (30) days of the closing arguments or receipt of the post-hearing written briefs, whichever is applicable.

(7) The Arbitrator's decision shall be final and binding on all parties, provided the Arbitrator's decision shall be based on the record made at the Hearing, the Collective Bargaining Agreement and applicable law. The Arbitrator shall have no authority to subtract from or change any of the terms of the Collective Bargaining Agreement.

(8) The City and the Union shall equally split the cost of the Arbitrator's fees and expenses. In the event a court reporter is used, the parties

shall equally share in the cost of the reporter and the arbitrator's copy of the transcript. The parties shall be responsible for their own costs of a transcript of the hearing.

(9) The same Arbitrator may hear more than one case at the same time, by mutual agreement of the parties.

(c) *Information Concerning Pending Investigations*

The City shall endeavor to complete internal investigations within sixty (60) days of notifying the employee of the investigation. If the investigation does not involve allegations of criminal misconduct, and a Final Decision has not been rendered within said 60 days, the Labor Council or the employee may request that the Chief provide a status report regarding the investigation and an estimate as to when the investigation may be completed. The failure to complete the investigation within sixty (60) days or as may be otherwise estimated by the Chief shall not diminish the jurisdiction or authority of the Chief in imposing discipline or taking any other action.

SECTION 5.3 Attendance at Grievance Meetings

Meetings in the grievance procedure involving representatives from the City and the Labor Council shall be held during working hours, on the City's premises and without loss of pay to any two (2) bargaining unit members providing that these grievance discussions and investigations shall take place in a manner which does not interfere with City operations. If the presence of additional on-duty bargaining members is required or desired by the Union, such members shall be permitted to attend using FOP benefit time to remain in a pay status. This provision shall neither cause payment of overtime nor unreasonably shorten the normal duty shift.

SECTION 5.4 Time Limits

No grievance shall be entertained or processed unless it is filed within the required time limits. Time limits at any step of the procedure may be extended by mutual written agreement. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed withdrawn without precedent or prejudice. If the City fails to provide an answer within the time limits as provided, the Labor Council may immediately appeal to the next step.

ARTICLE VI

REGULAR MEETINGS

To facilitate the orderly discussion and the proper disposition of such questions as may arise between the City and the Labor Council, it is understood and agreed that regular meetings will be held quarterly by the Bargaining Committee, the Chief of Police, the City Manager, and other representatives of the City of Joliet. The party requesting the meeting shall provide an agenda which shall state the subject(s) to be discussed. Such agenda should be submitted at least ten (10) days prior to the meeting; unless mutually agreed otherwise, in writing.

ARTICLE VII

SENIORITY

SECTION 7.1 Limitations

The parties hereto agree that, except as provided hereunder, seniority for promotion and other purposes is generally within the control and jurisdiction of the Board of Fire and Police Commissioners.

SECTION 7.2 Seniority Defined

For the purpose of this Agreement, three (3) types of seniority shall be recognized by the City of Joliet.

(a) *City Seniority* - Accumulated time from the date the employee is hired by the City.

(b) *Departmental Seniority* - Accumulated time from the date the employee begins service as a police officer for the City.

(c) *Time in Grade Seniority* - Accumulated time from the date the employee achieves promotion to a higher grade.

An employee's earned seniority shall not be lost because of absence due to illness or injury as long as the employee remains in the service of the City, while on authorized leaves of absence or temporary lay off; provided, however, that if an employee severs service with the City to accept a disability pension and the employee's disability pension is later terminated and the employee returns to the City's active service, the employee shall be entitled to his or her accumulated seniority which existed at the time the employee was placed on the disability pension but the employee shall not be entitled to seniority credit for the time the employee was on a disability pension; provided further, that seniority credit for a temporary lay off shall be given for one year if the employee does not withdraw his or her contributions to the Police Pension Fund; and provided, finally, that any employee who resigns or is dismissed for just cause from the City's service shall lose all seniority credit.

An employee shall not earn seniority during such time that the employee is actually serving a disciplinary suspension, but only to the extent such suspension exceeds forty-five (45) days and relates to a single occurrence or administrative investigation. Suspensions that are held in abeyance shall not be counted towards said forty-five day period unless the suspension is actually served.

SECTION 7.3 Seniority Determined

Starting with the 2026 Eligibility List, f more than one person is hired on the same day, the employee with the highest composite (combined oral and written exam) score shall have the greatest departmental seniority over those hired on the same day, the next higher composite score the next higher departmental seniority, and so on until a

determination of departmental seniority is made for all hired on the same date. Only permanent employees will be eligible for seniority credit. Ties shall be broken by the higher written examination score.

SECTION 7.4 Seniority Lists

The seniority list will be brought up to date each six (6) months, on July 1st and January 1st and copies sent to the Bargaining Committee and posted on the bulletin board.

SECTION 7.5 Application

The parties hereto agree that seniority shall govern the following matters:

(a) Vacation for each calendar year shall be drawn by employees on the basis of departmental seniority preference.

(b) When promotion to a higher rank is achieved, departmental seniority shall remain but time in rank will be used for vacation preference whereby those with higher seniority in a rank will receive preference for vacation over all others in the same rank. Officers in acting status shall be considered for vacations with those of their permanent rank, not with those of the rank in which they have acting status.

(c) For scheduling purposes, if one or more employees make requests, the employees with the most departmental seniority shall be granted the requests if such employees are qualified.

ARTICLE VIII

JOB OPENINGS ADVANCEMENT TRANSFER AND LAY-OFFS

SECTION 8.1 Job Posting and Bidding

Whenever the City desires to fill a job opening, other than a temporary opening, in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for this open position or job may do so. The application shall be in writing and submitted to the proper Division Deputy Chief.

It is agreed that testing of applicants may be a prerequisite to some job openings. A passing grade is required and will be considered as a part of the applicant's qualifications. The City shall consider departmental seniority together with qualifications in selecting the applicant for the job opening. At the conclusion of the testing process, the City shall prepare a rank order list and privately notify each applicant of their respective rank. The City shall also post a limited rank order list identifying the most highly ranked applicants as determined by the Chief. The number of listed applicants shall be determined by the Chief based on the number of potential openings over the term of the list.

Although the opportunity is provided by the Labor Council and Management under this Agreement for promotions and transfers, the employee has the responsibility of bidding only for those jobs that the employee considers himself or herself to be qualified and those jobs which the employee truly desires.

SECTION 8.2 Filling a Position

The City shall fill the job openings with the applicant whose overall potential is best for providing services to citizens. When filling job opening, department seniority will be used as a tie-breaker when other qualifications are equal.

Temporary job openings may be filled by Employer assignment or reassignment based upon departmental seniority and qualifications.

The Department intends to provide professional and career growth opportunities for members interested in a Specialized Unit Assignment. To ensure the process by which qualified personnel are selected, the Chief of Police may appoint one (1) member from the Union membership to be part of the interview and selection panel. Priority will be given to a Union Board member if they possess the necessary experience or training relevant to the specialized assignment. The Chief of Police is the final authority for determining who will be on the interview and selection board panel, but the Chief will not arbitrarily refuse to appoint a Board member or Union member in accordance with this paragraph.

SECTION 8.3 Temporary Positions

Temporary job openings may be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

Temporary assignments include but are not limited to assignments to detached units and assignment to the Mayor’s detail.

If the Chief determines that there is a need to temporarily appoint an Acting Sergeant, then the employee then occupying the highest position on the Eligibility List then in effect shall be selected for the appointment. If such employee is unable to serve, then the person having the next highest position on the Eligibility List shall be selected. This procedure shall be utilized until the temporary opening is filled.

SECTION 8.4 Working Out of Classification Pay

Each employee who is temporarily required to perform the duties of a higher paying position classification for a minimum of (8) consecutive hours or more shall receive Temporary Assignment Pay for each hour of work performed in the higher paying position classification. Such pay shall be equal to the greater of either five percent (5%) of the employee's hourly base salary rate or the difference between the employee's hourly base salary rate and the minimum hourly base salary rate for the higher paying position classification.

SECTION 8.5 Lay Offs and Recall:

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their departmental seniority.

Employees shall be recalled from lay off according to their departmental seniority. No new employees shall be hired until all employees on lay off status, desiring to return to work, have been recalled.

The City will not outsource work currently performed by existing bargaining unit employees. However, nothing herein shall preclude the City from reducing the workforce by attrition, or subcontracting bargaining unit work to:

1. Supplement work performed by bargaining unit employees, or

2. During emergency or unforeseen circumstances.

ARTICLE IX

DUES CHECKOFF AND FAIR SHARE

SECTION 9.1 Dues Checkoff

All employees covered by this Agreement, will within thirty (30) days of their employment by the Employer, or thirty (30) days from the date the Labor Council was certified as the exclusive bargaining representative by the Illinois State Labor Relations Board, either (1) become voluntary, dues paying members of the Labor Council, and voluntarily pay to the Labor Council all required dues and fees; or, opt not to become voluntary, dues paying members of the Labor Council and be “non-members”.

With respect to any employee from whom the Employer receives a voluntary, written authorization, signed by the employee, in a form agreed upon by the Labor Council and the Employer (attached hereto as APPENDIX "D"), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council and shall forward such amount directly to the Labor Council, at an address provided by the Labor Council, within fifteen (15) calendar days after close of the pay period for which the deductions are made. The amount of dues to be deducted shall be set by the Labor Council.

SECTION 9.2 This Section Is Intentionally Blank

SECTION 9.3 Indemnification

The Labor Council shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Labor Council shall refund any such amount directly to the involved employee.

ARTICLE X

TRAINING AND EDUCATIONAL INCENTIVE

SECTION 10.1 General

The City shall make every possible effort to provide opportunities for in-service training with the objective of furthering the qualifications of employees. The Labor Council in turn, agrees that it shall be the responsibility of the employees to take advantage of the training.

SECTION 10.2 Compensation

The City agrees to compensate all employees of the Police Department at time and one-half rate for all training, schools and courses which any such employee is required to attend during off duty hours except for basic police training. Travel time to and from said schooling and/or training outside the corporate limits of the City of Joliet shall be paid at the rate of time and one-half, except for marksmanship training undertaken at the City's weapons range, and for recruits undergoing basic police training.

SECTION 10.3 This Section Is Intentionally Blank

SECTION 10.4 Reimbursement Assistance

The City shall reimburse all employees for the full expense of books and fees. The City shall also reimburse all eligible employees for tuition expenses up to a maximum of $705.00 per credit hour incurred as a result of participating in voluntary academic, educational, training, and/or vocational course work, and $710.00 per credit hour for Master Degree courses, provided that:

(a) The course work is directly related to the employee's professional development, in pursuit of current police duties.

(b) The course work is approved in advance by the Police Chief, the City Manager or their designated representatives.

(c) The employee maintains a minimum evaluation of "C" or its equivalent (Pass) in each course for which related reimbursement is sought.

(d) The expenses incurred are properly documented by voucher or other supportive documents.

(e) The expenses incurred are not reimbursable through other sources available to the employee, e.g. Federal and State Veteran's benefits, etc.

(f) That the course work is part of a school's program approved by the City leading to an Associate's, Bachelor's or Master's Degree.

(g) That the individual has been admitted to the school, with a prescribed course of studies leading to an Associate's, Bachelor's or Master's Degree only.

(h) In the event that an employee commences an Associate's, Bachelor's or Master's Degree program after May 23, 2006 and the employee voluntarily leaves the service of the City within 24 months of completing coursework for which the City has made reimbursement, the employee shall repay the reimbursement assistance to the City, pro rata. This provision does not apply to employees who resign from the Police Department for the purpose of accepting employment within another City of Joliet Department. This repayment may be deducted by the City from a separating employee's final paycheck.

ARTICLE XI

LEAVES OF ABSENCE

SECTION 11.1 Sick Leave

(a) All full time employees with less than ten (10) years of service shall receive eight (8) hours with pay per month of continuous service credited to their sick leave accumulation records. All full time employees with ten (10) years of service but less than fifteen (15) years of service shall receive ten (10) hours with pay per month credited to their sick leave Accumulation records. All full time employees with fifteen (15) or more years of service with the City shall earn twelve (12) hours of sick leave with pay per month credited to their sick leave accumulation records. The aforementioned accrual rates shall be up to 1,012 hours; thereafter accrual shall be at eight (8) hours per month for each employee regardless of years of service. Temporary and seasonal employees do not accumulate sick leave credit. There shall be no ceiling nor limit placed on sick leave credits earned. All monthly sick leave accruals will be prorated and credited to the sick leave accumulation records each pay period.

(b) Sick leave credit may be used for illness, injury, medical appointments, or off the job incurred disability. Additionally, an employee shall be allowed to use Sick Leave for absences due to illness, injury, medical appointments, or personal care (as defined in the Illinois Employee Sick Leave Act, 820 ILCS 191) of the employee's immediate family. For purposes of this section, the "immediate family" of the employee shall include spouse, domestic partner, parents, child, sibling, grandparents, grandchildren, step-parents, step-children, in-laws, legal guardian, or other persons currently residing in the immediate household.

One (1) day of sick leave credit with pay shall be deducted from employee's sick leave accumulation record for each duty day not worked due to a sick leave absence. Sick leave is an earned benefit which can only be authorized by the department head or acting department head and the City Manager.

(c) A physician's statement may be required of any employee before sick leave pay, is given if the employee uses more than three (3) consecutive work days, or unless

a pattern of abuse has been established, or the City has just cause to believe an employee is abusing sick leave use. Such statements will give reasons for the employee's inability to perform his duties and will become a part of the employee's personnel record. Physician statements may be used as the basis for having an employee's physical health evaluated to determine his ability to continue the performance of duties and responsibilities.

(d) The City, or its appropriate insurance carrier, acting as designated legal agent for the City, shall have the right to request a separate medical evaluation and/or opinion, from a specialist, if necessary, concerning the status of an employee's ability to return to duty, when incapacitated in accordance with this Article. The City and/or its agent shall bear any and all costs of such inquiry. If the evaluation and/or opinions of the employee's and the City's physicians are contradictory and/or inconclusive, either party shall have the right to request a third separate medical evaluation and/or opinion from a physician who shall be an appropriate specialist, but not in practice with either physician rendering the previous evaluations and/or opinions. The City shall bear any and all-related costs. If both parties request a third medical evaluation and/or opinion, the third physician shall be selected by the previous attending physicians, as outlined above, and the costs shall be borne equally by the City and the employee. When appropriate, reference shall be made in all cases to physicians approved by the respective Pension Boards. Both the City and the employee shall abide by the majority medical evaluations and/or opinions. Such evaluation and/or opinions may be required of the employee by the City and/or its agent monthly, while an employee is in such status.

(e) An employee who becomes ill, injured or disabled shall report to his supervisor as soon as possible. In cases of an on-the-job injury, illness or disability to a full-time law enforcement officer covered by this Agreement, the City will pay the employee's regular salary/wages and benefits for a period of not more than twelve (12) months from the date of the illness or injury. Time lost as pertains to this Section shall not be deducted from the employee's accrued benefits (i.e. compensatory time, vacation time, holiday time, etc.); except in cases beyond twelve (12) months, when an employee desires to continue receiving such pay differential, it shall be deducted at the rate of one (1) hour for each three (3) working hours the employee is absent due to such status.

The City may require periodic medical examination to determine the degree of disability, at the City's expense. Other stipulations, qualifications and requirements of the *Public Employee Disability Act,* 5 ILCS 354/0.01 et seq. shall apply.

(f) Any employee who shall retire from the City and who shall qualify, based upon a minimum of twenty (20) years departmental service, for a regular pension upon reaching the age of fifty (50) years, shall be entitled to a lump sum payment equal to forty percent (40%) of his accumulated but unused sick leave credit, up to a maximum of one thousand twelve (1,012) hours, i.e. a maximum total of four hundred five (405) hours multiplied by the employee's hourly wage. For purposes of this Section, the hourly wage shall be calculated by dividing the sum of the employee's annual salary, longevity pay and educational incentive pay by 2,080.

(g) Dependent survivors of a deceased employee shall be eligible to receive a lump sum payment equal to forty percent (40%) of the employee's accumulated but unused sick leave credit up to a maximum of 1,012 hours, factored by the employee's hourly wage if

(1) The death was not in the line of duty, but the employee was vested for retirement benefits, according to the Police Pension Board; or;

(2) The death occurred in the line of duty, regardless of the employee's service length.

(h) Each employee who is temporarily disabled and is expected to return to work, and who has exhausted his or her entire accrued Sick Leave balance may receive donations of accrued Compensatory Time from other employees. Such donated Compensatory Time may be used by the temporarily disabled employee in lieu of being placed on an Unpaid Disability Leave and may not exceed 240 hours.

SECTION 11.2 Parental Leave of Absence

Parental leave is to enable eligible employees to care for and bond with a newborn, or a newly adopted, or a newly placed child. To be eligible, an employee must meet the eligibility requirements of the Family and Medical Leave Act. All eligible employees may take up to twelve (12) weeks of parental leave during the twelve (12) month period following the date of birth, adoption, or placement, using their available sick, vacation, or compensatory time. Once an employee has exhausted all available benefit time, the remainder of their parental leave will be unpaid. If both spouses are employees, they shall be eligible for a total combined twelve (12) weeks of parental leave which may be taken consecutively or concurrently. Parental leave will run concurrently with any other applicable leave under the FMLA.

(a) To request parental leave, an employee shall notify the Chief or their designee in writing at least thirty (30) days prior to the date when the parental leave is to commence if the leave is foreseeable, and as soon as practicable for an unforeseen leave. The written notice shall include the length of time for which the parental leave is desired.

(b) In the event that the employee requires additional leave due to their own serious health condition or to care for a spouse or child with a serious health condition, their leave may be extended up to an additional forty (40) weeks upon written request from the employee and approval of the Chief or their designee. The written request to extend the leave shall include a medical certification issued by a health care provider supporting the need for additional leave.

(c) An employee returning from parental leave shall be assigned to a position for which they are qualified and for which a vacancy exists, except that any employee whose parental leave has been twelve (12) weeks or less in duration shall be returned immediately to the position held by such employee on the date parental leave commenced.

SECTION 11.3 Military Training Leave

Military leave shall be granted in accordance with applicable law, including the Illinois Service Member Employment and Reemployment Rights Act (ISERRA), 330 ILCS 61 *et seq*.

SECTION 11.4 Training Leave

Employees may be granted leave with pay and expenses to attend professional meetings, training institutes and conferences at the discretion of the City Manager.

SECTION 11.5 Emergency Leaves

If a serious or unexpected emergency occurs to an employee's spouse or children, or a member of the immediate family in the employee's household, or emergency to the employee's domicile, the employee will be allowed to leave duty while the emergency exists. The employee must make arrangements to return to duty on the next day if the emergency continues beyond the duty day when the said emergency occurred, unless the employee received prior consent from the Chief of Police, or acting Chief or Officer in charge of the department in the absence of the Chief.

SECTION 11.6 Family Death Leave

A maximum of four (4) days leave with pay, dependent on funeral arrangements and travel requirements, may be granted to an employee of the Police Department in the event of a death in the immediate family. The immediate family will include only:

(a) Spouse, children and spouse of children;

(b) Parents of both employee and spouse;

(c) Step parent and foster parents of employee and spouse;

(d) Brothers and Sisters of employee and his spouse;

(e) Grandchildren and grandparents of employee and spouse.

SECTION 11.7 Failure to Return After Leave

An employee who fails to return to his or her position without notice at the time specified on the employee's application for leave which has been granted under the provisions of this Article, shall be considered to have resigned unless the employee gives evidence of extenuating circumstances to the Board of Fire and Police Commissioners.

SECTION 11.8 Personal Leave

(a) Employees may draw a maximum of three (3) personal leave days each calendar year, two of which shall be deducted from accrued but unused Sick leave. Personal Leave does not accumulate, nor may it be carried over from year to year.

(b) Personal Leave may be taken at the employee's discretion subject to:

(1) Notification of intent to take such by the employee at least twenty-four (24) hours in advance, and;

(2) Approval by the Chief of Police, or his designated representative. Such approval shall only be withheld for operational reasons.

SECTION 11.9 FOP Time Off

The City shall, at the request of the Bargaining Unit Chairman, grant eighty (80) hours paid leave per year, and the bargaining unit members shall donate three (3) hours of paid sick leave time per year into a bargaining unit compensatory time pool, for use by employees who are selected as a delegate(s) for a specific activity for/or on behalf of the Illinois FOP Labor Council or the Fraternal Order of Police. Requests for use of such paid leaves time shall not be unreasonably denied or withheld and may be extended at the option of the City Manager. Seniority shall accumulate during such leaves of absence.

The members of the Bargaining Committee shall be allowed two (2) hours off at straight time, one time per month for regularly scheduled FOP meetings, if the individual is scheduled to work.

SECTION 11.10 Thirty (30) Day Special Leave

A leave of absence without pay for a period not to exceed thirty (30) calendar days may be granted to an employee on showing good cause and with the approval of both the Police Chief and the City Manager. The employee shall not accumulate seniority, sick leave, vacation time or any other benefits during the leave. If the employee desires to remain enrolled in the City insurance programs and contribute towards the employee's pension, the employee must make arrangements to pay the necessary insurance premiums to the City and/or pay the required employee pension contribution attributable to the period of absence.

ARTICLE XII

WORK HOURS

SECTION 12.1 Normal Work Day/Work Week

Except as otherwise provided in this Agreement, eight (8) consecutive hours shall constitute a regular work day and forty (40) hours a regular work week. Work schedules for the coming work period shall be posted no later than eight (8) days prior to the starting date of the new schedule.

The parties have agreed to implement a 12 hour shift schedule, which includes an agreement regarding filling a reduced workforce. The terms of that agreement are included in Appendix I and incorporated herein.

SECTION 12.2 Overtime Compensation

(a) Any time worked over the eight (8) hour shift shall be paid for at the rate of time and one-half and double time for holidays.

(b) An officer will be paid four (4) hours minimum pay at overtime rate if the employee is called out between the time of one (1) hour after his or her scheduled quitting time and four (4) hours before his or her regular starting time, provided that an employee shall be allowed the option of receiving compensatory time in lieu of pay; and such compensatory time shall be accrued at the rate of one and one-half times the time worked. This time and one-half provision does not apply to the time off under the holiday or birthday holiday benefit. An employee shall be allowed to accrue a maximum of sixty (60) days compensatory time, thereafter, any additional accrual of compensatory time shall be subject to approval by the Police Chief. The use of compensatory time must first be approved by the Police Chief before compensatory time shall be taken.

(c) Each employee may forfeit the use of any or all accumulated Compensatory Time accrued in lieu of taking time off work without pay for disciplinary reasons for up to three (3) work days. Each employee may use any or all accumulated Compensatory Time in lieu of taking time off work without pay for medical reasons after the employee has exhausted all accrued Sick Leave.

(d) Each employee who is temporarily disabled and is expected to return to work, and who has exhausted his or her entire accrued Sick Leave balance may receive donations of accrued Compensatory Time from other employees. Such donated Compensatory Time may be used by the temporarily disabled employee in lieu of being placed on an Unpaid Disability Leave and may not exceed 240 hours.

(e) The Police Chief, or the Chiefs representative, and the Union shall meet and confer to discuss how compensatory time will be requested and approved. The results of these discussions will be incorporated into a side letter to this Agreement.

(f) Effective January 1, 2011, Shift Level overtime assignments shall be initially offered to employees on the basis of accumulated overtime hours, using a Shift Overtime List (SOL) for each shift. Each SOL will be established based upon the lowest to highest amount of accumulated overtime (excluding special assignments) worked in the prior calendar year as of January 1, 2011. Thereafter, effective January 1st of each subsequent year, the SOL will be again reset for each shift on the basis of inverse accumulated overtime in the same manner that the initial SOL was prepared.

(g) When an unanticipated Shift Level overtime vacancy occurs, the Chief shall first attempt to fill the overtime vacancy by offering it to employees on the SOL for the shift where the overtime vacancy exists. The procedure for contacting employees shall be determined by the Chief but the parties anticipate that a mass communication via text message or a similar procedure, with a fixed response window of no more than ten (10) minutes, will be required in order to fill the unanticipated vacancy on a prompt and orderly basis. If one or more employees on the shift in which the vacancy exists offers to fill the vacancy, then the employee with the highest position on the SOL (i.e., the least amount of accumulated overtime as of the prior January 1st) will be assigned to fill the vacancy.

In the event no employee on the SOL accepts the overtime, the Chief shall then offer the overtime to all other available employees in the Operations Division, regardless of shift, in the manner currently in practice as of the date of this Agreement. If the overtime vacancy remains unfilled, the first employee with the least amount of seniority on the shift in which the overtime occurred shall be required to fill the vacancy.

(h) If an Employee changes shifts during the course of the year, the SOL shall be modified to reflect the employee's position on the SOL for the employee's new shift.

SECTION 12.3 Court Time

Court time will include: inquests, pre-trial, liquor hearings and all appearances in any court of law. It is agreed that when an off-duty sworn Police Officer is required to be in court, the Officer will receive compensation and shall be paid for a minimum of two (2) hours. In the event the Officer is required to be in court in excess of two and one-half hours, he or she shall be paid for an additional two hours at the rate of time and one-half. The employee shall receive pay for the above on the next pay period following his or her appearance in any of the above.

In addition to the foregoing, each employee covered by this Agreement shall receive an annual Court Stipend in the amount of $1,000 in consideration of the time spent by the employee outside the normal work schedule in preparation for court appearances. For the 2011 contract year, the Court Stipend shall be $1,000, but $500 shall be abated. As such, the actual amount of Court Stipend paid to each eligible employee shall be $500, subject to proration as hereinafter set forth. For the 2012 contract year, the Court Stipend shall be $2,100, but $1,100 shall be abated. As such, the actual amount of Court Stipend paid to each eligible employee shall be $1,000, subject to proration as hereinafter set forth. In the event that this Agreement remains in effect after December 31, 2012, then the temporary abatement of the Court Stipend shall be deemed terminated and the amount of the annual Court Stipend shall be $2,100.

Newly hired employees shall receive the Court Stipend pro-rated on a monthly basis. For example, an employee commencing compensable service on May 1, 2010 shall receive a Court Stipend of $666.67 for that year, which shall be paid as a part of regular payroll within a reasonable time after commencing service.

The Court Stipend shall be paid as part of a regular payroll in January of each year. The City and the Union acknowledge that the Court Stipend is considered "salary attached to rank" for the purposes of the *Pension Code.*

SECTION 12.4 Training Pay

All assigned schooling and/or training on off-duty time will be paid at the rate of time and one-half.

SECTION 12.5 Call-Out Pay

Employees called out after completing their work day shall be paid for a minimum of four (4) hours or all such work performed, whichever is greater, at the rate of time and one-half. This Section shall not apply to any court calls, which are solely governed by Section 12.3 of this Agreement.

SECTION 12.6 Changes to Posted Shift Schedule

(a) The work schedule, determining the starting time, and the days off of each Police Officer shall be made by the Chief of Police or the Chiefs authorized representative, and may be changed from time to time to suit varying conditions, provided, however, that indiscriminate changes shall not be made in such schedules and provided further, that changes deemed necessary shall be made known to the employee at least five (5) working days prior to such change, except when there is mutual agreement between the employee and the Chief, or where the Chief believes there is an emergency situation.

(b) For the purpose of this Section, an emergency situation shall be defined as a sudden unexpected happening, an unforeseen occurrence or condition, a specifically perplexing contingency or complication of circumstances, or a condition of insufficiency of services.

(c) If an employee's duty hours or days off are changed other than as provided for in sub-section (a) of this Section, the employee shall be paid at the rate of one and one-half (1.5) times the employee's base hourly wage only for those hours worked which were not originally scheduled for that employee but which were worked within the five (5) day required notification of change period. These provisions shall not apply in those cases when such changes originate as the result of a request for change from an employee represented by the bargaining unit.

(d) When regular shift changes occur, any employee who is not given at least eight (8) hours off between the end of one tour of duty and the beginning of another tour of duty, shall be paid at the rate of one and one-half (1½ times the employee's base hourly wage for those hours worked within the eight hour period. This provision shall not apply in those cases when such changes originate as the result of a request for change from an employee represented by the bargaining unit.

(e) Should it be necessary to adjust shift cycles from the present practice of fifty six (56) calendar days, the City shall explain the reasons for such change with the Bargaining Committee prior to the implementation.

(f) Employees may switch shifts once per shift cycle for up to sixty (60) days (or the end of the shift cycle, whichever is sooner) upon reasonable advance written notice to the Chief.

SECTION 12.7 Field Training Officers

Effective January 1, 2006, employees assigned by the Chief to serve as Field Training Officers shall receive two (2) hours of pay at the employee's overtime rate for each shift that the employee actually serves as a training officer.

SECTION 12.8 Sub-Station Assignments

If an employee believes that the Chiefs assignment to a substation is not fairly related to the operations of the Department, the employee can meet with the Chief to discuss the basis of the assignment. If the employee is not satisfied with the Chiefs explanation of the basis for the assignment, the employee can meet with the City Manager

to discuss the assignment. A substation assignment decision made by the Chief or the City Manager is not grievable.

SECTION 12.9 Travel Time

Unless otherwise expressly and specifically stated in this Agreement, travel time to and from an employee's residence and the location the employee is required to report for duty shall not be compensable or counted as hours actually worked for any purpose under this Agreement.

ARTICLE XIII

HOLIDAYS

SECTION 13.1 Recognized Holidays

Effective January 1, 2011, for the purpose of this Agreement, the recognized holidays shall be as determined by the City's corporate authorities (other than the employee's birthday holiday). The currently designated holidays are:

New Year's Day	Presidents Day
Martin Luther King's Birthday	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	General Election Day (IL House of Reps.)
Thanksgiving Day	Christmas Day
Employee's Birthday	

SECTION 13.2 Holiday Compensation

Employees will earn 1.5 times their regular hourly rate for all hours worked during a regularly scheduled shift that starts on any of the following holidays: 4th of July, Thanksgiving Day, Christmas Day, New Years Eve, New Years Day, Memorial Day, and Labor Day.

Employees will earn 2.0 times (i.e., “double time”) their regular hourly rate for all overtime hours worked during a shift that starts on any of the holidays listed in this Section 13.2. Any holiday compensation under this Section 13.3 that is not overtime will be paid and not earned as compensatory time.

This Section 13.2 shall be effective on August 31, 2025. Compensation for all other holidays shall be in accordance with Section 13.3.

Section 13.3 Holiday Stipend

Except as set forth in Section 13.2, holidays shall not be recognized for any purpose, including, but not limited to, earning premium pay, earning compensatory time or any other provisions associated with holidays. In lieu thereof, each member shall receive a Holiday Stipend and four (4) Floating Off-Duty Days.

Each employee covered by this Agreement shall receive a Holiday Stipend as laid out in Appendix J.

ARTICLE XIV

WAGES

SECTION 14.1 Annual Base Salary

Each employee covered by this Agreement shall receive an annual base salary as specified in the Salary Table attached to this Agreement as Appendix F.

SECTION 14.2 This Section Is Intentionally Blank

SECTION 14.3 Pay Step Advancement

Effective January 1, 2025, each employee covered by this agreement shall advance through the pay steps as follows:

PAY STEP ADVANCEMENT			
From Step	***To Step***	***Term***	***Action***
A	B	1 Year	Automatic
B	C	1 Year	Automatic
C	D	1 Year	Automatic
D	E	3 Years	Automatic

(a) From the date of hire for a period of one (1) year, the employee shall be compensated at Step A.

(b) One (1) year after the date of hire each employee shall be automatically advanced to Step B.

(c) One (1) year after advancing to Step B, the employee shall be automatically advanced to Step C.

(d) One (1) year after advancing to Step C, the employee shall be automatically advanced to Step D.

(e) Three (3) years after advancing to Step D, the employee shall be automatically advanced to Step E.

(f) Lateral hires will be placed on the step in the Pay Step plan based on their total time as a law enforcement officer, which will be determined according to the Illinois Law Enforcement Training and Standards Board, with a maximum credit of three years (i.e., placement at Step 4 – Patrol Officer). Other than step placement, a lateral hire will be treated as a new hire including their seniority date. For purposes of this section, a lateral hire must

be hired from the Lateral List according to the Rules and Regulations of the Joliet Board of Fire and Police Commissioners.

SECTION 14.4 Patrol Officer and Master Patrol Officer

The job classification of Master Patrol Officer (Appendix A) and Patrol Officer (Appendix B) attached, shall be as approved by the City Council.

The job classification of Master Patrol Officer (MPO) shall include all Patrol Officer (PO) personnel assigned to duties such as Detective/Investigator, Evidence Officer/Technician, JNU, Canine Officer, and Local or Federal Task Forces and other personnel that may be from time to time assigned to similar and/or related duties by the Chief of Police or the Chiefs designated representative. All such personnel shall be paid the established MPO scale. Temporary MPO appointment shall not exceed sixty (60) calendar days, in any calendar year, except when necessary for emergency and/or special on-going police operations including clandestine activities/investigations, and/or specially funded programs for their duration.

Employees completing service in specialized units such as JNU, Canine Officer**,** or Local or Federal Task Forces shall be reassigned to the Patrol Division.

However, the foregoing requirement does not apply to any employee serving in such specialized units as of May 23, 2006. Such employees shall return to the assignment held by the employee immediately prior to their assignment to such specialized units.

SECTION 14.5 Automatic Advancement to Master Patrol Officer

(a) Effective January 1, 2005, any bargaining unit employee who has reached the 9th anniversary date of his or her employment as a sworn Joliet Police Officer shall be considered a Master Patrol Officer (MPO) and shall be compensated in accordance with the Salary table attached as Appendix F.

(b) Beginning January 1, 2005, the annual base salary of a MPO with three complete years of service as a MPO shall be as specified in the Salary Table attached as Appendix F.

(c) Employees serving as a MPO by assignment of the Police Chief shall receive time in grade credit for service as an MPO, provided the employee serves a minimum of one year as an MPO by assignment. No other assignment shall be eligible for the foregoing benefit. If the employee serves less than one year as an MPO by assignment, then no time in grade credit shall be given to the employee. The time in grade credit shall be used solely for the purposes of this sub-section and for no other benefit. The time in grade credit for MPOs by assignment established in this sub-section shall only be available for employees assigned on or after January 1, 1999 and time in grade will begin accumulating as of January 1, 1999. No time in grade credit will be given to MPOs by assignment for service prior to January 1, 1999.

SECTION 14.6 K-9 Officer

Effective January 1, 2000, the City shall pay each K-9 Officer the sum of $150.00 per month. In addition, each K-9 Officer shall be granted one half (1/2) hour per day and one additional hour per month Compensatory Time for the time the officer spends with the care and maintenance of the animal.

SECTION 14.7 Special Assignment Pay

(a) Each employee covered by this Agreement who works a Special Assignment Job shall receive a rate of pay determined by dividing the top annual base salary of a bargaining unit Patrol Officer position effective January 1, 1998 by 2080 hours ($24.51). This rate may be increased to the current hourly rate upon 90 days written notice by the Labor Council to the City.

(b) Employees working a Special Assignment Job shall be covered by the City's Workers' Compensation program and Police Liability Insurance.

(c) The City shall charge an administrative fee to the user of a Special Assignment Job employee which shall be determined annually by the City Manager. The City Manager shall inform the Bargaining Committee of the amount of the administrative fee sixty (60) days prior to change in order to allow for comments. The City and the Labor Council agree and acknowledge that Special Assignment Pay is owed by the private party requesting the service and not the City. The City's sole role in special assignments is to facilitate payment of Special Assignment pay to employees for the sole benefit of the employees. The Labor Council and the employees agree that hours worked on Special Assignment Jobs are not compensable by the City under FLSA.

SECTION 14.8 Pick Up and Payment of Employee Pension Contribution

The City shall pick up and pay to the Joliet Police Pension Fund (the Fund), on behalf of each Employee covered by this Agreement; an amount equal to the police officer contribution required by Section 3-125.1 of the *Illinois Pension Code* (40 ILCS 5/3-125.1), as amended, which as of the effective date of this agreement is 9.91% of salary. It is understood that this pick up and payment to the Fund consists of the amount assessed against each such Employee under the provisions of the Fund and shall be considered to be a payment of salary under Section 1. Such amounts picked up and paid to the Fund will be treated as employer contributions for income tax purposes pursuant to 26 USC Section 414(h). The City shall not be required by this paragraph to pick up and pay any additional amounts to the Fund.

The Labor Council agrees that the City's pick up and payment of contributions to the Fund is solely for the purpose of making such contributions, which otherwise would be made by the Employee, nontaxable for income tax purposes and shall not be considered as reducing the salaries paid to the Employees in accordance with Section 1 hereof. The Labor Council shall hold the City harmless and indemnify the City against any and all liabilities, losses, and expenses of whatever nature arising out of the City's agreement to pick up and make payments to the Fund in accordance with this Section.

SECTION 14.9 SAFE-T Act Stipend

Each state-certified patrol officer, regardless of position or assignment, that is subject to the requirements of the Illinois SAFE-T Act, shall receive additional compensation (the SAFE-T Act Stipend), which shall be included in wage calculations for pension purposes. The purpose of this stipend is to compensate patrol officers who are disproportionately impacted by the additional duties and responsibilities imposed by the SAFE-T Act as compared to any other rank. The SAFE-T Act Stipend shall be equal to the below percentages of the employee's annual base salary:

January 1, 2025: 2.5%

January 1, 2026: 3.0%

January 1, 2027: 3.0%

January 1, 2028: 3.25%

The SAFE-T Act Stipend will be prorated and paid each payroll.

ARTICLE XV

GENERAL CONDUCT

SECTION 15.1 Conduct and Discipline

As a member of the public service, a public employee shall conduct himself or herself, both on and off the job, in a manner so as to bring credit upon the service and shall abide by all Rules and Regulations of the City of Joliet, Board of Fire and Police Commissioners, State of Illinois and United States of America.

SECTION 15.2 Bill of Rights

The City agrees to afford the protection of the *Uniformed Peace Officer's Disciplinary Act* (50 ILCS 725/1 et seq.) to all Officers covered by this Agreement. Whenever any Officer is subject to questioning as part of an investigatory procedure, the employee may exercise their rights as provided by *N.L.R.B. vs. Weingarten*, 420 U.S. 251 (1975) and *Morgan vs. Central Management Services and Corrections*, 1 PERI Y2020 (ISLRB 1985).

SECTION 15.3 Non-Disclosure

No Officer shall be required to disclose any item of personal property, income, assets, source of income, debt, personal or domestic expenditures (including those of family or household members) except as may relate to a conflict of interest in secondary employment or an obligation of public officials required by State or Federal law; or unless such information is directly necessary in an investigation concerning the performance of the Officer's official duties.

No photo of an Officer under investigation shall be made available to the media prior to a conviction for criminal offense or a decision rendered by the BOFPC or an arbitrator relative to disciplinary action.

SECTION 15.4 Operations Manual

Copies of changes to the Operations Manual will be provided to the Bargaining Committee in addition to other distribution.

ARTICLE XVI

SAFETY AND HEALTH

SECTION 16.1 Safety Conditions

Both parties to this Agreement hold themselves responsible for mutually cooperative enforcement of safety rules and regulations. Should an employee complain that his work requires the employee to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately by the City Manager or an authorized representative. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance section of this Agreement.

SECTION 16.2 Joint Safety Committee

The parties to this Agreement shall establish a five (5) member Joint Safety Committee consisting of at least one (1) representative of Bargaining Committee for purposes of promulgating a written safety code and for reviewing and discussing former accidents or injuries with the intent of Improving the health and safety condition of the City of Joliet service. Both parties agree to enforce such code.

ARTICLE XVII

BULLETIN BOARDS

The City will furnish and maintain a bulletin board which may be used by the Labor Council for posting notices signed by an accredited Labor Council official and/or by the City. No political or personal matters shall be displayed thereon. Notices shall be subject to the approval of the City Manager.

ARTICLE XVIII

VACATION

SECTION 18.1 Vacation Accrual

Each employee shall accrue Vacation Leave as follows, based upon their City seniority. The monthly accrual will be prorated and applied each payroll.

CITY SERVICE	***MONTHLY ACCRUAL***	***ANNUAL ACCRUAL***	***PER PAYROLL ACCRUAL***
Hire Date to 5th Anniversary	0.83 work days	10 work days	3.077 hours
5th Anniversary to 12th Anniversary	1.25 work days	15 work days	4.615 hours
12th Anniversary to 20th Anniversary	1.67 work days	20 work days	6.154 hours
After 20th anniversary	2.08 work days	25 work days	7.692 hours

SECTION 18.2 Forfeiture

On December 31st of each year, each employee will be required to have reduced the employee's Vacation Leave holdover to no more than one and one-half (1½) times the employee's annualized accrual rate. At that time, any vacation accrued in excess of the maximum will be forfeited. Each employee who exceeds the maximum limit on vacation accrual due to operational necessities or the employer and/or proven personal emergencies shall not be required to forfeit the monthly vacation accrual above the maximum limit.

SECTION 18.3 Scheduling

Vacations will be scheduled in any calendar year by the Chief of Police or an authorized representative. The previously established rules of seniority governing preference in choosing a particular date for a vacation shall be followed, subject only to the restriction that it does not affect the proper and efficient functioning of the Police Department.

Vacation draws shall be by Departmental seniority as follows:

(a) *First Draw:* Annual vacation accrued, through 31 December of the year in which the draw occurs.

(b) *Second Draw:* Any carry-over from previous year(s).

SECTION 18.4 Scheduling Exceptions

By virtue of their assignment to specific operations and/or programs in the Department, certain members are not replaced when absent. Those members shall be allowed to waive their contractual right to participate in the vacation draw process and agree instead to schedule their vacation with the Chief of Police or the Chiefs designee. The purpose of this Section is to create greater flexibility in the utilization of vacation leave and provides for more available slots in the Patrol Division yearly vacation draws.

SECTION 18.5 Vacation Pay

Upon termination of employment with the City, employees covered by this Agreement shall receive vacation credit as outlined in this Article by dividing the sum of the employee's annual salary, longevity pay, holiday stipend, and educational incentive pay by 2,080 hours.

ARTICLE XIX

CLOTHING

SECTION 19.1 Uniform and Equipment Supplied

The parties agree that the City of Joliet shall provide all necessary clothing and equipment; also maintenance and repair of said clothing and equipment. Sufficient ammunition shall be provided by the City to all Police personnel for annual in-service training and yearly qualifications, and the City shall issue all Police personnel service firearms to be owned and paid for by the City.

SECTION 19.2 Plainclothes Allowances

Each Plainclothes Officer shall receive the sum of $750.00 per year as an additional stipend. The stipend shall be prorated based on the total number of days the officer was in a plainclothes assignment during the previous twelve months (December 1st through November 30th).

SECTION 19.3 Body Armor

As part of the uniform and equipment supplied to the employees, the City shall provide each officer with an approved soft body armor vest; and, shall replace the body armor in accordance with the manufacturer's specifications, or as necessary. The "TYPE" of body armor shall be discussed and agreed to between the City and the Bargaining Committee, and more than one choice of manufacturer and/or style shall be provided.

ARTICLE XX

LONGEVITY PAY

SECTION 20.1 Longevity Pay Schedule

Employees shall be entitled to Longevity Pay after 15, 20, and 25 years of continuous services as a Patrol Officer or Master Patrol Officer as follows:

15 Years: $1,469

20 Years: $1,959

25 Years: $2,475

SECTION 20.2 This Section Is Intentionally Blank

ARTICLE XXI

GROUP INSURANCE PROGRAM

The parties agree that healthcare shall remain status quo for all Employees, Retirees, Retiree Spouses and family coverage under the current Group Health Insurance Benefits Plan and shall remain unchanged through December 31, 2030. Healthcare shall be considered a permissive subject of bargaining until December 31, 2030. Therefore, the City understands that if it should request bargaining prior to December 31, 2030, and the Union declines to discuss this Article, the City shall not be entitled to any further rights to seek modification of this Article.

The only exception to the above paragraph is that if the Cadillac Tax (aka excise tax) under the Affordable Care Act, as amended, is imposed, the Agreement shall be reopened in 2025 if the City is penalized under such tax. The parties agree that only the financial consequences of the tax will be addressed.

SECTION 21.1 Health Benefit Plan for Active Employees:

(a) *Plan Structure*

The City of Joliet agrees to provide and pay for a modified group medical health insurance program for each permanent, full time employee covered by this Agreement. The program currently consists of a Preferred Provider Organization (PPO), with physician components, provided by Blue Cross/Blue Shield, but the carrier may be changed as conditions warrant, so long as the coverage remains the same.

(b) *Group Health Insurance Benefits for Active Employees*

The City shall provide group health insurance benefits for each permanent, full-time employee covered by this Agreement, and their dependents, in accordance with the Plan Document ("Plan") currently on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein. A summary of the key health insurance benefits to be provided by the City to eligible active employees is as follows:

SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE EMPLOYEES	
General Provisions[1]	
Item	***Benefit***
Individual Premium	$50 payroll deduction per pay period ($1,300 per benefit period) (effective 1/1/2010)
Family Premium	$50 payroll deduction per pay period ($1,300 per benefit period) (effective 1/1/2010)
Individual Deductible Participating Provider Non-Participating	 $250 per benefit period (effective 1/1/2010) $500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	$500 per benefit period ($250/person, not to exceed $500 for entire family) (effective 1/1/2010) $1,000 per benefit period ($500/person, not to exceed $1,000 for entire family) (effective
Individual Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document) Participating Provider Non-Participating	 $1,000 per benefit period $3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document) Participating Provider Non-Participating	 $3,000 per benefit period $9,000 per benefit period
Hospital Benefits	
Item	***Benefit***
Inpatient Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge
Physician Benefits	
Item	***Benefit***
Surgical Covered Services Participating Provider Non-Participating	 100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	 80% of the Maximum Allowance 70% of the Maximum Allowance

[1] During the Negotiations for the 2025-2028 CBA, the 3,000,000 lifetime max benefit was removed. The parties agree and understand that this was not the result of any negotiation process, but rather a requirement to comply with the legal provisions of Federal Law.

Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance

Prescription Drug Program Benefits	
Item	***Employee Copayment***
Generic Drugs	$8 per prescription
Brand Name Drugs (for which there is no generic available) and diabetic supplies	$15 per prescription
Brand Name Drugs (for which there is a generic available)	$35 per prescription
Home Delivery Prescription Drug Program (90 day supply)	
Generic Drugs	$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	$28 per prescription
Brand Name Drugs (for which there is a generic available)	$68 per prescription

Dental Benefits	
Item	***Benefit***
Deductible	$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	$1,000
Passive PPO Plan	Same benefits and limits as above

(d) *Group Term Life Insurance Benefits for Active Employees*

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each active full-time employee, but not their dependents, with a death benefit of $12,500 payable as directed by the covered employee.

(e) *Group Long Term Disability Benefits for Active Employees*

In addition, the City shall provide, at no charge to the employee, group long term disability insurance for each active full-time employee.

(f) *Working Spouses and Dependents of Active Employees*

(1) *Primary Coverage Limited*

In the event the spouse or a dependent of an active employee enrolled in the City's group health insurance plan is employed on a non part-time basis (defined 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available,

provided the spouse or dependent has enrolled with his or her employer for primary coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(2) *Waiver/Premium Credit*

In the event the employer of the employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling $1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active employee with a credit against premiums due the City in the amount that the third party employer premiums exceed $1,300 per year. The City may make or modify this election during each annual open enrollment period or at the time the City is informed by the employee that the employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.

(3) *Duty of Employee to Notify City of Status of Spouse or Dependent*

The City shall provide an annual open enrollment process in which the employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(4) *Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody*

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(5) *Coordination of Benefits-Dependent Children of Divorced or Separated Parents*

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

(e) *Employee Election to Opt Out of Plan*

An active employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

An employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be $100 per pay period. The amount of the Opt Out Incentive for employees having family coverage shall be $200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts. The City may withhold income taxes from the Opt Out Incentive.

An employee who elects to opt out shall not be eligible for City group health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Department of Human Resources that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the City, or that is enrolled on the City's Plan in his or her own right as a City retiree or disabled person, is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the City's Plan on a primary, secondary or other basis.

An Employee having a spouse that is also employed by the City shall be required to pay the monthly premium on an individual or family basis as the employee may designate (unless both the Employee and the Employee's spouse elect to opt out as provided above). In addition, if such an employee and his or her City-employed spouse enroll for family coverage, then the City shall provide coverage to the employee, the spouse and their respective dependents on a primary and secondary basis for Hospital

Benefits and Physician Benefits (but not Dental Benefits or Supplemental Vision Benefits).

SECTION 21.2 Health Benefit Plan for Separating Employees (Retirees)

The City shall provide group health insurance benefits for each separating employee covered by this Agreement who, at the time of separation, has a minimum of twenty (20) years of service as a full time City of Joliet police officer. Eligible separating employees shall be entitled to receive Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits, but not Dental Benefits or Vision Benefits, in accordance with the Plan Document currently in effect, except as may be otherwise expressly set forth herein. The City shall bear the costs of these benefits for the separating employee. The separating employee shall bear the costs of these benefits, i.e. pay the monthly premium charges, for eligible dependents.

A summary of the key health insurance benefits to be provided by the City to eligible separating employees is as follows:

SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR SEPARATING EMPLOYEES	
General Provisions	
Item	***Benefit***
Premium	$0 for the separating employee. $118.20 per month for a spouse under 65, $59.10 per month for a spouse over 65 (on Medicare) and $217.68 per month for family coverage
Individual Deductible Participating Provider Non-Participating	 $250 per benefit period (effective 1/1/2010) $500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	$500 per benefit period ($250/person, not to exceed $500 for entire family) (effective 1/1/2010) $1,000 per benefit period ($500/person, not to exceed $1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document) Participating Provider Non-Participating	 $1,000 per benefit period $3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services - see Plan Document)	
Participating Provider Non-Participating	$3,000 per benefit period $9,000 per benefit period

Hospital Benefits

Item	***Benefit***
Inpatient Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Outpatien Covered Services Participating Provider Non-Participating	 100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

Physician Benefits	
Item	***Benefit***
Surgical Covered Services Participating Provider Non-Participating	 100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	 80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
Prescription Drug Program Benefits	
Item	***Employee Copayment***
Generic Drugs	$8 per prescription
Brand Name Drugs (for which there is no generic available) and diabetic supplies	$15 per prescription
Brand Name Drugs (for which there is a generic available)	$35 per prescription
Home Delivery Prescription Drug Program (90 day supply)	
Generic Drugs	$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	$28 per prescription
Brand Name Drugs (for which there is a generic available)	$68 per prescription

The parties acknowledge that there currently is pending in the Illinois Appellate Court the case of Marconi et al. v. City of Joliet, No. 3-11-0865. This case involves claim brought by four individual retirees which asserts that the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, as originally implemented on January 1, 2010, violate their rights under Article XIII, Section 5 of the Illinois Constitution.

The City and the Union agree that under the terms of this Agreement, and all predecessor collective bargaining agreements, the City is authorized to require the payment of a premium for retiree dependent coverage based on the full cost of such coverage. The parties further acknowledge that under the terms of this Agreement that the City has agreed to not fully exercise this authority as to those retirees that pay the annual deductible, prescription drug co-payments and certain other retiree obligations required by this Section. Therefore, in the event one or more of the plaintiffs in the Marconi case, or any other retiree, does not pay the annual deductible, prescription drug co-

payments and certain other retiree obligations as described in this Section, then, as to such persons only, the City may fully exercise its contractual authority and may increase the premium charged for coverage of the dependents of the retirees in an amount not to exceed, in total, the full cost of such coverage.

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each eligible separating employee, but not their dependents, with a death benefit of $12,500 payable as directed by the separated employee.

SECTION 21.3 Health Benefit Plan for Disabled Employees

(a) *Permanent Partial Disability.* The City of Joliet shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former employee held at the time of separation, to continue to receive the following group insurance benefits.

(1) Hospital, Physician and Prescription Drug Benefits, including eligible dependents, as outlined above. The City shall bear the cost of these benefits for separating employee. The City shall bear the cost of these benefits for the permanent partially disabled employee. The permanent partially disabled employee shall bear the cost of these benefits, i.e., pay the monthly premium charges, for eligible dependents.

(2) Group Term Life Insurance in the amount of $12,500 at the City's expense.

(b) *Permanent Total Disability.* The City of Joliet shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to work in any occupation for which the employee may qualify, to continue to receive the following group insurance benefits.

(1) Hospital, Physician and Prescription Drug Benefits, including eligible dependents, as outlined above.

(2) Dental Benefits, including eligible dependents, as outlined above.

(3) Group Term Life Insurance in the amount of $12,500.

SECTION 21.4 Health Benefit Plan for Surviving Spouse

The City shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group health insurance benefits, provided these individuals pay the monthly premium charge for this coverage to the City. This coverage shall cease upon remarriage of the employee's spouse.

If the employee is killed in the line of duty the City shall allow the surviving spouse and eligible dependents to remain in the insurance program and receive benefits as listed

in Section 1 of this Article. The City shall bear the cost of this coverage, provided the individuals are not covered by a compatible plan.

SECTION 21.5 Program Coverage

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provisions of the program documents which are on file in the office of the City Clerk. Each covered employee shall receive a booklet describing the coverages provided under both the Group Health Insurance, Dental and Long Term Disability plans.

SECTION 21.6 Joint Health Care Review Committee

The Bargaining Committee shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members of the City Administration. This committee shall meet at least monthly during the term of this contract, in order to determine and establish the most cost beneficial health care program to both the City and its employees.

SECTION 21.7 Other Benefits

(a) *Wellness Benefit*

Each employee and dependents are eligible to receive reimbursement up to a maximum of $200.00 per calendar year for treatment or services rendered for eye care, or the $200.00 reimbursement may be used by the employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of $200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit; Plan, shall be forfeited if the employee uses the $200.00 allowance for eye care or a qualifying physical fitness program.

(b) *Survivors*

Survivors of an officer killed in the line of duty shall be reimbursed up to $10,000 for funeral expenses upon presentation of receipts and/or invoices

(c) *Supplemental Accident Benefit Repealed*

The $300 Supplemental Accident Coverage benefit is repealed effective October 1, 2009.

(d) *Supplemental Vision Benefit*

Effective January 1, 2010, in addition to any other benefit provide under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with an annual benefit limit of $150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.

Effective January 1, 2022, in addition to the benefits provided for in this Section, at the request of an employee, the City shall pay for one general physical examination of the employee by a medical professional each calendar year. The medical professional, and the time, location and scope of the examination, shall be determined by the City.

ARTICLE XXII

NO STRIKE - NO LOCK OUT

SECTION 22.1 No Strike

It is agreed that during the term of this Agreement, neither the Labor Council, its officers or agents and any employee covered by this Agreement will instigate, promote or engage in any strike, stoppage of work or interfere with City operations.

SECTION 22.2 No Lockout

The City agrees not to lock out any employee covered by this Agreement during the term of the Agreement.

ARTICLE XXIII

DRUG TESTING

SECTION 23.1 Definitions

"Drugs" shall include, but not b
e limited to, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) or the Cannabis Control Act (720 ILCS 550/1 et seq.); and any controlled substance listed in Schedules I through V of 21 U.S.C. 812 for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes prescription or over-the-counter medications, illegal drugs and any look-alike substance, designer drugs or any substance which may have adverse effects on perception, judgment, alertness, memory or coordination. "Drugs" shall include any form of cannabis regardless of any Illinois law permitting possession and use of marijuana or cannabis.

"Alcohol and drug testing" shall include testing for the presence of drugs or alcohol by urinalysis only.

SECTION 23.2 Prohibitions

Employees are prohibited from consuming, possessing, purchasing or being under the influence of alcohol or cannabis as defined within 410 ILCS 705, or illegal drugs at any time during the workday or anywhere on the Employer's premises or to report to work under the influence of alcohol except in accordance with duty requirements. Employees are required to report to their supervisor any known side effects of medication or prescription drugs, which they are taking. Employees are prohibited from possessing

selling, using, purchasing or delivering illegal drugs in violation of any State or Federal Statutes.

SECTION 23.3 Type of Testing

(a) Where the Employer has reasonable suspicion to believe that an Employee is under the influence of alcohol during the course of the workday or has used illegal drugs, the Employer shall have the right to require the Employee to submit to alcohol or drug testing.

(b) Employer may require an employee to submit to drug and alcohol testing if at least one police department representative of the Employer determines there is reasonable suspicion for such testing and provides the employee with a basis for such suspicion in writing before the test is administered, or pursuant to 50 ILCS 727/1-25 (i.e., when a bargaining unit member "discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty").

SECTION 23.4 Order to Take Test

The Employer shall provide the employee, at the time he or she is ordered to submit to testing, with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall be given a reasonable time, not to exceed one hour, to consult with a union representative and/or counsel prior to any questioning. The City shall only discuss the particulars of the case with the employee and a union representative. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results if such reassignment was solely to await the result of a testing procedure.

SECTION 23.5 Specialized Units

All members volunteering for assignment to specialized units shall be subject to drug testing upon their conditional selection to said specialized unit. Specialized units will consist of the Tactical Unit and any multi-jurisdictional unit (e.g., Metropolitan Area Narcotics Squad, Cooperative Police Assistance Team, and the Tri-County Auto Theft Task Force).

SECTION 23.6 Right to Contest

The union and/or the employee shall have the right to contest and/or grieve any aspect of any testing for just cause under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such test that may arise outside this Agreement, which the employee may pursue with or without the union.

SECTION 23.7 Voluntary Requests for Assistance

No adverse employment action shall be taken in any manner or forum against any employee for drug and/or alcohol usage who, prior to a positive result, voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests. Such voluntary requests shall not confer immunity from discipline for any criminal activity or misconduct attendant to substance abuse.

SECTION 23.8 Department-Wide Random Testing

(a) All members of the Labor Council shall be subject to random drug testing. Members shall be assigned a permanent number and the selection of those to be tested shall be determined by a random drawing conducted by the Chief of Police and/or Deputy Chief in the presence of a selected Labor Council member. The Chief will be permitted to have four (4) random drawings per year with a maximum of 15% of total membership tested per drawing. No employee shall be subject to more than three (3) random tests per calendar year.

(b) The Chief, without looking, will select officers for random testing by picking the assigned permanent numbers out of a container. The selection of numbers will be witnessed by a member of the Labor Council chosen by the Executive Board of the Labor Council. After an officer is selected, the testing will proceed as described in this Article.

(c) A test for the presence of illegal drugs shall also be a part of any medical examination ordered by the City in connection with promotions, recall, or the return to duty after leaves of absence which does not include sick leave, vacation, or on-duty injury. All tests ordered by the City shall be at the expense of the City.

(d) In all drug testing, whether for just cause or for random, the City shall use only a clinical laboratory or hospital facility that is licensed per the *Illinois Clinical Laboratory Act,* which laboratory shall comply with all NIDA standards. The City shall establish a chain of custody procedure to insure the integrity of samples and test results. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and an optional subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS), or an equivalent or better scientifically accurate test. The cost of an optional subsequent test will be borne by the employee should he or she choose to have such test conducted.

(e) As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test and any information otherwise coming into the possession or knowledge of the Employer resulting from the testing itself (e.g.,

insurance billings), except for confirmed results, shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer shall bear the burden of proof of establishing that concentrations less than .04 indicated the employee is under the influence in violation of this article. The employee shall receive a copy of all test results, information, documents and other reports received by the employer.

(f) In the first instance an employee tests positive as defined above on a non-prescribed drug or alcohol test, the employee may be subject to disciplinary action, up to and including discharge. The following facts will be given consideration when determining discipline if the employee: (1) participates in an appropriate treatment program, including after care as determined by the physician(s) involved; (2) discontinues illegal use of drugs or abuse of alcohol; and (3) submits to periodic testing at the discretion of the Chief for one (1) additional year after completion of an after-care program. Employees who do not comply with the conditions of this section, or who test positive for the second time, shall be subject to discipline up to and including discharge. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after care shall be permitted to take accumulated time off and shall be afforded a leave of absence up to 12 weeks upon request for the period of counseling and after care, at the option of the employee.

PSYCHOLOGICAL TESTING

SECTION 23.9 Testing Permitted

Psychological testing of an officer shall only be ordered by the Chief of Police. Such testing shall occur only when the Chief has individualized, objective and articulable reasons which constitute just cause to believe that such testing is necessary because the officer's mental status poses a significant threat to health and safety of the officer, co-worker's, and the general public.

SECTION 23.10 Testing Notice and Representation

Whenever an officer is to be ordered to undergo any psychological evaluation, interviews, counseling or testing, a full written explanation of all facts and circumstances in support of such order shall be provided to the affected officer at least 72 hours in advance (except in a life threatening emergency) of any evaluation/testing.

SECTION 23.11 Tests Conducted

Any and all evaluations, interviews, counseling or testing shall only be conducted by a licensed, certified psychiatrist, psychologist or other mental health professionals trained and experienced in psychological evaluation/testing and interpretation. Under no circumstances shall the officer by subjected to polygraph examination or to the use of any drugs.

In order to insure the objectivity of the process undertaken, only sufficient information to provide a basis for the testing may be provided to the mental health professional.

SECTION 23.12 Results

Test results, including all related interview notes, reports, tapes, etc. shall be held in strictest confidence. The mental health care professional (including the institution itself, where applicable) conducting such function shall not divulge details or characteristics of test results or assessments to the City; that are not related to the employee's job responsibilities. The mental health professional shall base his/her opinion on the officer's ability to perform the essential functions of his/her job; and, only after having been advised in writing by the City of the definition and description of the officer's essential functions.

In the event the officer is deemed unfit for duty, such claim shall be accompanied by a clear opinion as to the specific time period such opinion is valid. The officer shall then have the right to have an independent test/evaluation/assessment, by another, similarly qualified professional, who shall report his/her finding to both the City and the officer. Any dispute concerning such opinions, shall be finally resolved by a third psychological/psychiatric evaluation. Such psychologist/psychiatrist shall be mutually agreed upon by the parties.

The officer, or his authorized agent, shall be supplied with any and all facts which are alleged to support the order to undergo the testing, including the names of complainants, witnesses, reports, statements, and other documents which in any way relate to the basis for the order. Upon completion of the testing and reported assessment of the mental health professional, no aspect of the officer's job shall be modified unless just cause exists.

No suspension, discharge, or other adverse employment action may be taken against the officer except for just cause. However, the affected officer may be relieved from duty without loss of pay or benefits pending such testing and the receipt of the results of such testing. The rights and protections afforded the officer by the Informed Peace Officer's Disciplinary Act, or any other laws, shall not be diminished in any way by this provision and will at all times be applicable.

SECTION 23.13 Compensation and Costs

All testing, interviews, evaluations, etc. required by the Department for which the officer is required to participate shall be considered hours of work for the purposes of pay and worker's compensation liability.

The cost of any and all related testing, interviews, evaluations ordered by the City shall be borne by the City. The cost of counseling will be borne by the employee' however, the employee will be eligible to submit such costs to the City of Joliet health insurance carrier or any other applicable third party carrier. In the event a third evaluation is required, the City will bear the cost.

ARTICLE XXIV

EMPLOYEE SECURITY

SECTION 24.1 Probationary Period

The probationary period for all newly hired police officers shall be for a period of eighteen (18) months from the date of hire. The probationary period shall be paused when an officer has a leave of absence in excess of seven calendar days, and shall be restarted upon the officer's return from leave. The City may, for just cause, extend the probationary period for a period not to exceed six (6) additional months. Section 24.2 of this Agreement does not apply to officers who have not completed their probationary period. A probationary officer may be terminated at any time during the probationary period for any lawful reason and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge.

SECTION 24.2 Just Cause Standard

Pursuant to Article 2, Section 2.3 of this Agreement no employee covered by the terms of this Agreement shall be suspended, relieved of duty, disciplined in any manner, or discharged without just cause.

SECTION 24.3 Personnel Files

The City's personnel files, disciplinary history and investigative files (except pending investigations) relating to any employee covered by this Agreement shall be maintained in one complete file; and, shall be available for inspection and copying by the employee, or authorized Labor Council representative (IF the employee gives written authorization), during business hours and upon reasonable notification of such request. A Labor Council representative may inspect an employee's personnel file which is maintained by Human Resources if the employee gives written authorization during business hours and upon reasonable notification of such request.

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information which was provided with the specific request that it remain confidential or other material exempted from the *Personnel Records Review Act (*820 ILCS 40/1 et seq.).

In the event that the employee's files contain material which is adverse to the employee, then said employee shall have the right to have placed in the file a written rebuttal to the adverse material.

Any information of an adverse nature which is unfounded, exonerated or otherwise not sustained shall not be maintained in the employee file, nor used against any employee in any future proceeding.

Prior suspensions of five (5) days or fewer, shall not be used to aggravate current disciplinary action, provided the prior suspension occurred at least five (5) years prior to the act now giving rise to discipline and provided further, there has been no other discipline of any type within said five (5) year period.

Prior oral or written reprimands shall not be used to aggravate current disciplinary action, provided the prior reprimand occurred at least three (3) years prior to the act now giving rise to discipline and provided further, there has been no other discipline of any type within said three (3) year period.

Shift level counseling shall not be used to aggravate current disciplinary action, provided the counseling occurred more than one (1) year prior to the act now giving rise to discipline.

SECTION 24.4 Employee Indemnification

The City shall defend and provide representation to Police Officers sued for actions taken within the scope of their employment and/or authority, where the Officer cooperates with the Employer in defense of the action. The City shall select the legal representative.

SECTION 24.5 Procedures for the Evaluation of Applicants for the Rank of Police Sergeant

(a) *General*

Except as may be specifically provided in this section, the procedures for promotion of a bargaining unit member to the rank of Police Sergeant shall be in accordance with the promotional rules in effect as of the effective date of this agreement. If such rules are amended during the term of this agreement, the City agrees to bargain in good faith with the Union concerning such amendments of the Rules and Regulations of the Board of Fire and Police Commissioners relating to promotions to Police Sergeant and which constitute mandatory subjects of bargaining. Except as may be set forth in this section pertaining to the procedures utilized by the City to evaluate applicants for promotion to the rank of Police Sergeant, the City shall not be required to negotiate with the Union concerning any other term and condition of employment, or any other impact thereon, for any rank above the rank of Police Sergeant.

(b) *Police Sergeant*

The computation of grade for this promotional appointment shall consist of a weighted grade based upon 60% written examination, 15% seniority and 25% oral technical examination. The oral examination shall precede the written examination. In determining the eligibility register, only the final grade for this promotional appointment shall be considered in arriving at the relative ranking of individuals on an eligibility register. A promotional applicant must achieve a minimum 70% on the written examination and a minimum combined score of 70% on the written examination and the oral examination to be considered eligible for promotional appointment. The final grade shall be determined and comprised of the total weighted scores for the written and oral examinations and seniority.

(c) *Rule of One*

The Board of Fire and Police Commissioners shall certify and maintain a list of eligible candidates for promotion, by classification and rank, of persons having passed the promotional examinations. Promotional appointments shall be made from the list of eligible candidates in the order of the ranking of the candidates on the eligibility list ("Rule of One").

However, the Board shall be authorized to pass over the highest ranked candidates when it is established that just cause exists that prevents the highest ranked candidate from performing his or her responsibilities if promoted. In such event, the next highest ranked candidate shall be promoted. The Board shall be authorized to make a determination whether just cause exists for not promoting the highest ranked candidate. The Board shall base its decision upon commonly accepted precedent as to what establishes just cause. If the Board receives evidence that just cause to pass over a candidate may exist, then the Board shall notify the candidate of such evidence and afford the candidate an opportunity to be fairly and impartially heard and to offer any rebuttal evidence. The Board, in making its determination, shall also be authorized to review all personnel files of the candidate, may request information from the Chief of Police and may request a background investigation to be conducted by the Police Department or any other investigatory agency it may choose. The Board's finding of just cause for denying promotion shall be subject to the grievance procedure contained in this Agreement; however, if a grievance is filed, the grievance shall proceed directly to arbitration and shall not be reviewable at the steps preceding arbitration.

(d) *Conflict with Rule of Fire and Police Board*

This Article shall prevail and take precedence over any Rule of the Police and Fire Board of Commissioners that is in direct conflict herewith.

SECTION 24.6 Residency

All persons hired on or after February 16, 2016, shall, as a term and condition of employment, reside within the corporate limits of the City of Joliet or within 50 miles of the intersection of Essington Road and Jefferson Street within eighteen (18) months of initial employment and shall remain in the City until their twentieth (20th) anniversary. Any employee covered by this paragraph who attains their 20th anniversary shall not thereafter be required to maintain these residency requirements.

All existing employees hired prior to February 16, 2016, shall be excluded from this residency requirement.

ARTICLE XXV

TERM AND MODIFICATION

SECTION 25.1 Retroactivity

It is agreed by the parties that all of the terms and conditions of the agreement, including compensation provisions, unless otherwise specified herein, shall be applied effective the date of ratification by both parties, and be considered to have been in full force and effect from that date henceforth. Provided, however, that there shall be no retroactivity for special assignment duty performed prior to the date that this Agreement is duly executed by the parties.

SECTION 25.2 Duration

This agreement shall be in effect until December 31, 2028. It shall continue thereafter in full force and effect from year to year unless written notice is given no later than sixty (60) days prior to the expiration date of the agreement. Notice shall be given to the City by delivering the same to the office of the City Manager and notice shall be given to the Labor Council by delivering the same to the Labor Council and the Bargaining Committee. Notice may be delivered personally or by certified or electronic mail.

SECTION 25.3 Right to Re-open

During its effective term, the City agrees to permit this agreement to be re-opened by the Labor Council for additional negotiations on wages or major fringe benefits only on account of a wage/fringe package subsequently negotiated with IAFF Local 44.

RATIFICATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2025

FOR THE LABOR COUNCIL:	FOR THE CITY OF JOLIET:
_____	_____
FOP Representative	City Manager
_____	_____
Bargaining Committee	Chief of Police

APPENDIX A

POLICE MASTER PATROL OFFICER

GENERAL STATEMENT OF DUTIES

Performs general duty police work in protection of life and property, enforcement of laws and investigation of crimes; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

The work of this class involves responsibility for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances in a designated area on an assigned shift or on special assignments. Duties may consist of routine patrol, preliminary investigation, and traffic regulation which may be performed in cruiser cars or on foot. Police Master Patrol Officers also, may be assigned duties formerly performed by detectives, youth counselors, evidence technicians and/or police dispatchers; however, to be so assigned, personnel must be classified as Police Master Patrol Officers. The work involves an element of personal danger and the employee must be able to act without direct supervision and to exercise independent judgment in meeting emergencies. Assignments may include work at headquarters on special tasks which call upon specialized abilities and knowledge. Work assignments are general and special instructions are received from a superior officer who revise work methods and results through reports, personal inspection and discussion. This is a non-supervisory position.

EXAMPLES OF WORK (Illustrative only)

Patrols City streets, roads and public places, either on foot, by motorcycle or in an automobile, either at large or in a designated area; Directs traffic and enforces speed limits;

Enforces motor vehicle and parking regulations on streets and roads; Investigates automobile accidents, interviewing witnesses, gathering information, locating and identifying hit and run vehicles, making detailed reports;

Investigates cases involving juveniles;

Maintains records on juvenile cases and conducts follow-up investigations, making recommendations on the disposition of cases;

Confers with judge, prosecuting attorneys, school principals, court officials, and other appropriate persons relative to assigned cases;

Assists in the prevention of juvenile delinquency by consulting, interviewing and advising counseling departments of public schools, parents and juveniles;

Investigates school related crimes;

Watches for and makes investigations of wanted or missing persons and property;

Operates police radio communication system and dispatches cars where needed and performs other related communication duties;

Detects and interrogates suspicious persons;

Answers calls and complaints involving fire, robberies and other misdemeanors and felonies;

Enforces City ordinances and State and Federal laws;

Ascertains all facts available at the scene of a crime or accident, getting statements of witnesses, gathering and processing evidence and reports to be used in follow up investigations;

Issues citations, makes arrests and takes prisoners to jail;

Assists attorneys in prosecuting felony and misdemeanor cases and testifies in court;

Interviews persons with complaints and inquiries and attempts to make proper disposition or directs them to appropriate authorities;

Gives information and public relations talks to school children and conducts tour groups;

Identifies and arbitrates community conflicts and problems and assists in developing community relations programs;

Conducts follow up investigation of criminal matters;

Prepares records and data for court processing, maintaining discipline in courtroom; Participates in the guidance, training and orientation of Police Cadets;

Attends regular training classes in police methods, first aid, target practice and related subjects.

REQUIRED KNOWLEDGE'S SKILLS AND ABILITIES

Considerable working knowledge of the street layout and population pattern of the City;-considerable working knowledge of the common laws covering traffic and genera] behavior; ability to react quickly and calmly to emergency police situations; skill in the use and care of firearms and other weapons; ability to drive an automobile safely and efficiently; excellent physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING

Associates Degree in Law Enforcement or related field preferred and ability to meet all requirements prescribed by the City at the time of appointment; at least two years of prior experience as a Police Patrol Officer; or any equivalent combination of experience and training which provides the required knowledge's, skills and abilities.

APPENDIX B

POLICE PATROL OFFICER

GENERAL STATEMENT OF DUTIES

Performs general duty police work in protection of life and property, enforcement of laws and investigation of crimes; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

The work of this class involves responsibility for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances in a designated area on an assigned shift or on special assignments. Duties normally consists of routine patrol, preliminary investigation, and traffic regulation which may be performed in cruiser calls or on foot. Police Patrol Officer also may be assigned duties as detectives, youth counselors, Evidence Technicians, jailers or police dispatchers. The work involves an element of personal danger and the employee must be able to act without direct supervision and to exercise independent judgment in meeting emergencies;

Assignments may include work at headquarters on special tasks which call upon specialized abilities and knowledge's. Work assignments are general and special instructions are received from a superior officer who revises work methods and results through reports, personal inspection and discussion.

EXAMPLES OF WORK (Illustrative Only)

Patrols City streets, roads and public places, either on foot, by motorcycle or in an automobile either at large or in a designated area; Directs traffic and enforces speed limits;

Enforces motor vehicle and parking regulations on streets and roads; Investigates automobile accidents, interviewing witnesses, gathering information, locating and identifying hit-and-run vehicles, and making detailed reports; Investigates cases involving juveniles:

Maintains records on juvenile cases and conducts follow up investigations, making recommendations on the disposition of cases; Confers with judge, prosecuting attorneys, school principals, court officials, and other appropriate persons relative to assigned cases; assists in the prevention of juvenile delinquency by consulting, interviewing and advising counseling departments of the public schools, parents and juveniles;

Investigates school related crimes;

Watches for and makes investigations of wanted or missing persons and property; Operates police radio communication system and dispatches care where needed and performs other related radio communication, duties; Detects and interrogates suspicious persons;

Answers calls and complaints involving fire, robberies and other misdemeanors and felonies; Enforces City ordinances and State and federal laws;

Ascertains all facts, available at the scene of a crime or accident, getting statements of witnesses, gathering and processing evidence and preparing reports to be used in follow investigations;

Issues citations, makes arrests and takes prisoners to jail;

Assists attorneys in prosecuting felony and misdemeanor cases and testifies in court; Interviews persons with complaints and inquiries and attempts to make proper disposition or directs them to appropriate authorities; Gives information and public relations talks to school children and conducts tour groups; Identifies and arbitrates community conflicts and problems and assists in developing community relations programs; Conducts follow-up investigation of criminal matters;

Processes prisoners by fingerprinting, photographing, feeding, safeguarding, preparing bond records and data for court processing, maintaining discipline in courtroom; Participates in the guidance, training and orientation of Police Cadets; Attends regular training classes in police methods, first aid, target practice and related subjects.

REQUIRED KNOWLEDGE'S. SKILLS AND ABILITIES

Some working knowledge of the street layout and population pattern of the City; some working knowledge of the common laws covering traffic and general behavior; ability to react quickly and calmly to emergency police situation; ability to drive an automobile safely and efficiently; excellent physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING

Completion of a standard high school course, preferably supplemented by some college level course work, and meeting the age, weight, height and other physical requirements prescribed by the City at the time of examination; or any equivalent combination of experience and training which provides the required knowledge's, skills and abilities.

APPENDIX C

HEALTH INSURANCE PROGRAM

A COPY OF THE PROGRAM IS ON FILE IN THE OFFICE OF THE HUMAN RESOURCES MANAGER

APPENDIX D

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I,_____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I,_____, hereby authorize my employer,_____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date:_____ Signed:_____

Address:_____

City:_____

State:_____ Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deduct

APPENDIX E

AGREED PERMANENT PANEL OF ARBITRATORS

The following persons, listed in alphabetical order only and in no order of preference or priority, shall constitute the agreed permanent panel of discipline grievance arbitrators:

Edwin Benn

Steven Bierig

Brian Clauss

Thomas F. Gibbons

Martin Malin

Brian Reynolds

Richard Stanton

Either party may remove a name from the permanent panel by serving written notice thereof on the other party, provided the removal shall not apply to pending discipline cases in which the Chief has issued a Final Decision as set forth in Article V of this Agreement.

APPENDIX F

SALARY SCHEDULE

2025	**3.25%**	COLA						
	A-1	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-18**	**18+**
Patrol Officer	70,000	81,193	99,135	104,168	109,375			
Master Patrol Officer - Seniority						114,845	122,887	126,574
Master Patrol Officer - Assignment	73,500	85,251	104,094	109,375	114,845	120,589	122,887	126,574
Master Patrol Officer - 3+Years				114,845	120,589	122,887	122,887	126,574
SAFE-T Act Stipend (prorated and paid per payroll)	2.50%	of base annual salary						
Court Stipend	2,100							

2026	**3.25%**	COLA						
COLA	**A-1**	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-18**	**18+**
Patrol Officer	72,275	83,831	102,357	107,553	112,929	-	-	-
Master Patrol Officer - Seniority						118,577	126,881	130,688
Master Patrol Officer - Assignment	75,889	88,022	107,477	112,929	118,577	124,508	126,881	130,688
Master Patrol Officer - 3+Years				118,577	124,508	126,881	126,881	130,688
SAFE-T Act Stipend (prorated and paid per payroll)	3.00%	of base annual salary						
Court Stipend	2,100							

2027	**3.25%**	COLA						
COLA	**A-1**	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-18**	**18+**
Patrol Officer	74,624	86,556	105,684	111,049	116,600			
Master Patrol Officer - Seniority						122,431	131,005	134,935
Master Patrol Officer - Assignment	78,355	90,883	110,970	116,600	122,431	128,554	131,005	134,935
Master Patrol Officer - 3+Years				122,431	128,554	131,005	131,005	134,935
SAFE-T Act Stipend (prorated and paid per payroll)	3.00%	of base annual salary						
Court Stipend	2,100							

2028	**3.25%**	COLA						
COLA	**A-1**	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-18**	**18+**
Patrol Officer	77,049	89,369	109,119	114,658	120,389			
Master Patrol Officer - Seniority						126,410	135,262	139,321
Master Patrol Officer - Assignment	80,901	93,837	114,576	120,389	126,410	132,732	135,262	139,321
Master Patrol Officer - 3+Years				126,410	132,732	135,262	135,262	139,321
SAFE-T Act Stipend (prorated and paid per payroll)	3.25%	of base annual salary						
Court Stipend	2,100							

APPENDIX "G"

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE SUBJECT TO THE JURISDICTION OF THE JOLIET BOARD OF FIRE AND POLICE COMMISSIONERS

I, _____, (Star No. _____), being subject to discipline by the City of Joliet Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the City of Joliet, Illinois, and the Illinois FOP Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 *et seq.,* as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the City of Joliet and the Illinois FOP Labor Council. Furthermore, the execution of this Election, Waiver and Release shall be deemed a grievance and considered filed at the City Manager step. [By selecting the grievance process alternative, I acknowledge my understanding that the City has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.]

By election to file a grievance over my suspension or discharge, I hereby release the City of Joliet, the Joliet Board of Fire and Police Commissioners and the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____ , 20 ____

_____

Subscribed and sworn to before me this _____day of _____ , 20 ___

_____
Notary Public, Illinois

My commission expires _____

APPENDIX "H"

ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE JOUET BOARD OF FIRE AND POLICE COMMISSIONERS WITH REGARD TO DISCIPLINE

I, _____, (Star No. _____), being subject to discipline by the City of Joliet Police Department (including suspension from duty of 5 working days or more, with or without pay or termination of employment) hereby elect to have a hearing before the City of Joliet's Board of Fire and Police Commission. In doing so, I waive the right to file and/or pursue a grievance under the collective bargaining agreement over that discipline.

I acknowledge that charges will be filed requesting my suspension without pay or termination with the Joliet Board of Fire and Police Commissioners.

By election to have a hearing before the Joliet Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the City of Joliet, the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____day of_____ , 20 ___

_____

Subscribed and sworn to before me this _____ day of _____, 20 ___

_____
Notary Public, Illinois

APPENDIX "I"

Memorandum of Understanding
12 Hour Shifts

May 16, 2012

This is an agreement amending the contract between the City of Joliet Police Department, and the Fraternal Order of Police Labor Council (FOPLC) creating 12-hour work-day shifts for 24/7 employees of the Operations Patrol Division. All other Officers not currently assigned to a Patrol Shift will remain unaffected by this Memorandum.

The following issues were discussed at the meetings to date and are understood by both parties as follows:

- Patrol Officers currently work a twelve (12) hour work day schedule.
- The 12-hour shift rotates days-off on a two-week cycle, 3 days on, 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and then repeats itself.
- Days worked the first week are days off the second week of this schedule.
- On a 12-hour shift, members would work 84 hours in a 2-week period; or 7 work days every two weeks; 14 work days in a 4-week period.
- Shift assignments are set on an annual basis, beginning with the distribution, collection and sorting of Hours of Work Request forms by the Operations Division Commander or his designee.
- Hours of Work Requests are sorted based upon member's department seniority, with the requisite number of officers needed to meet operational needs assigned to Dayshift and Nightshift. Members are then divided between "A" squads (Days/Nights) and "B" squads (Days/Nights) by alternating the assignments to each based on seniority (i.e., the no. 1 senior member is assigned to "A" squad, the no. 2 senior member is assigned to "B" squad, no. 3 assigned to "A", no. 4 assigned to "B", etc.).
- On the current 12-hour shift, members work an additional 104 hours over their required schedule. Eight (8) twelve (12) hour days and one (1) eight (8) hour day is owed back to each member that works the twelve hour work day schedule for an entire year and will be awarded in the form of Duty Reduction Days (DRDs). Members that work the twelve hour schedule for less than an entire year will have their Duty Reduction Days prorated accordingly. It is agreed that each member will schedule these Duty Reduction Days during their annual vacation draw. It will be the member's choice to either schedule vacation for the upcoming year or leave their accumulated time "in the bank", pursuant to rules governing vacation accrual in the current bargaining agreement, however the member's Duty Reduction Days **must** be scheduled at this time.
- Any training sessions that an officer attends at the Joliet Police Department or within an hour's drive time of the Joliet Police Department will require the officer

to (1) maintain their twelve hour workday and report to the on-duty shift lieutenant upon completion of the training **or** (2) submit a leave of absence request form to cover the remaining time. When officers attend training sessions that are located outside of an hour's drive from the Joliet Police Department, they will not be required to report for duty upon completion of the training. The distance of the training site from the police department will be determined by the Training Coordinator and will be indicated on the department personnel order.

- All sectors plus one cover car will be fully staffed for all shifts.
- The vacation/DRD draw will take place annually, in the latter part of the year after the upcoming year's shift assignments have been set. The vacation/DRD draw for each shift/squad will be facilitated by that shift/squad's lieutenant(s).
- Members will schedule their vacations and Duty Reduction Days simultaneously, based on department seniority relative to the shift/squad that they are assigned to.
- When scheduling DRDs, members will schedule eight (8) twelve (12) hour work days off where there are available openings/slots in the DRD column of the vacation/DRD draw calendar. Members will also choose a day to apply the remaining eight (8) DRD hours to. It will be the member's responsibility to submit a leave of absence request to cover the remaining four (4) hours of the shift if desired. The leave of absence request can be submitted at anytime from the date of the draw up until the time currently allowed by department policy.
- Members that enter patrol after the annual vacation/DRD draw has concluded will be allowed to schedule their DRDs on any date that their shift/squad seniority would have allowed them to had they participated in the annual draw. In the event that a day is requested that already has the maximum number of officers (2) scheduled off on DRD, an exception to the maximum will be allowed and the member will be added to the date in question.
- During the scheduling of vacations, members will adhere to the current contractual language which divides the process into a "first" and "second" draw. During the "first draw", members will be allowed to schedule vacation hours that have been accrued through December 31st of the year in which the draw occurs. Vacations must be scheduled in full one week blocks. Any vacation time remaining after scheduling all possible full one week blocks from the annual accrual may be scheduled as a single day. No less than twelve (12) hours of vacation time remaining from the annual accrual may be scheduled as a single day. If a member wishes to participate in the "second draw", it will be the member's responsibility to notify the shift/squad lieutenant at the time of the first draw. During the "second draw", a member may schedule any remaining accrued vacation time that is in their "bank"; during this draw, members may schedule vacation time in either available full one week blocks or available single days.
- If a member enters patrol after the annual vacation/DRD draw has concluded, any vacations that the member has scheduled during the annual department vacation draw in their previous unit/division will be honored. In the event that the maximum number of officers that are allowed to be scheduled off on vacation (3) has already

been reached, an exception to the maximum will be allowed and the member will be added to the date in question. If a member previously assigned to another unit/division did not participate in the department's annual vacation draw, then that member will only be allowed to schedule vacations during blocks that are available.

- A workday for members working under this agreement is 12 hours. Anytime worked past 12 hours in a 24 hour period will be compensated at 1 ½ times the regular hourly rate of pay.
- Master Patrol Officers and Patrol Officers using accrued time (Compensatory, Vacation, Sick, Personal, and Management Leave), will be assessed 12 hours. All leave and suspension time will be accrued or deducted in hours, not days. A suspension day for personnel working under this agreement will be the equivalent of eight (8) hours.
- Regular Bi-Weekly payroll, the salary schedule, stipends and other compensation are not affected by this memorandum.
- Both parties understand that some unforeseen issues, occurrences, and/or oversights may develop. Both parties agree to meet and discuss these in a timely and reasonable manner if and when they occur.
- Parties agree to monitor the schedule and take note of concerns, issues, or other questions as they develop.
- Any dispute over the terms of this Memorandum of Understanding shall be resolved via the grievance procedure as laid out in Article V of the Contract.
- This Memorandum of Understanding shall be in effect from the date of ratification of the Contract by both parties until the expiration of the Contract, December 31, 2015, and shall be subject to the terms of the Duration Clause contained in Section 25.2 of the Contract. If notice is given pursuant to the Duration Clause contained in Section 25.2 of the Contract, the terms of this Memorandum of Understanding shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Contract, or part thereof, between the parties.
- Any impasse concerning the negotiation of the terms of this Memorandum of Understanding shall be resolved under the impasse resolution procedure set forth in 5 ILCS 315/14.

2,186 hours / 12 hours = **182 work days**

365 - 182 = **183 days off**

183 days off + **8.75 Duty Reduction Days** = **191.75 days off per year**

Michael P. Trafton
Chief of Police

Michael Devito
President FOPLC

2,186 hours / 12 hours = 182 work days

365 - 182 = 183 days off

183 days off + 8.75 Duty Reduction Days = 191.75 days off per year

Michael P. Trafton
Chief of Police

Michael Devito
President FOPLC

APPENDIX J

HOLIDAY STIPEND

2025	**A-1**	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**	**I-9**	**J-10**	**K-11**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-15**	**15-18**	**18-20**	**20-25**	**25+**
Patrol Officer	2,634	3,049	3,690	3,889	4,078	-	-	-	-	-	-
Master Patrol Officer - Seniority		-	-	-	-	4,279	4,574	4,630	4,763	4,783	4,802
Master Patrol Officer - Assignment	2,762	3,198	3,886	4,078	4,279	4,489	4,574	4,630	4,763	4,783	4,802
Master Patrol Officer - 3+Years	-	-	-	4,279	4,489	4,574	4,574	4,630	4,763	4,783	4,802

2026	**A-1**	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**	**I-9**	**J-10**	**K-11**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-15**	**15-18**	**18-20**	**20-25**	**25+**
Patrol Officer	2,720	3,148	3,810	4,016	4,211	-	-	-	-	-	-
Master Patrol Officer - Seniority	-	-	-	-	-	4,418	4,723	4,780	4,918	4,938	4,958
Master Patrol Officer - Assignment	2,852	3,302	4,013	4,211	4,418	4,635	4,723	4,780	4,918	4,938	4,958
Master Patrol Officer - 3+Years	-	-	-	4,418	4,635	4,723	4,723	4,780	4,918	4,938	4,958

2027	**A-1**	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**	**I-9**	**J-10**	**K-11**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-15**	**15-18**	**18-20**	**20-25**	**25+**
Patrol Officer	2,808	3,250	3,934	4,146	4,348	-	-	-	-	-	-
Master Patrol Officer - Seniority	-	-	-	-	-	4,561	4,876	4,936	5,078	5,098	5,119
Master Patrol Officer - Assignment	2,945	3,409	4,143	4,348	4,561	4,786	4,876	4,936	5,078	5,098	5,119
Master Patrol Officer - 3+Years	-	-	-	4,561	4,786	4,876	4,876	4,936	5,078	5,098	5,119

2028	**A-1**	**B-2**	**C-3**	**D-4**	**E-5**	**F-6**	**G-7**	**H-8**	**I-9**	**J-10**	**K-11**
	Start	**1-2**	**2-3**	**3-6**	**6-9**	**9-12**	**12-15**	**15-18**	**18-20**	**20-25**	**25+**
Patrol Officer	2,900	3,356	4,062	4,281	4,489	-	-	-	-	-	-
Master Patrol Officer - Seniority	-	-	-	-	-	4,710	5,035	5,096	5,243	5,264	5,286
Master Patrol Officer - Assignment	3,040	3,520	4,278	4,489	4,710	4,941	5,035	5,096	5,243	5,264	5,286
Master Patrol Officer - 3+Years	-	-	-	4,710	4,941	5,035	5,035	5,096	5,243	5,264	5,286

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 527-25

File ID: 527-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 09/11/2025

Department: City Clerk/Business Services **Final Action:**

Title: Resolution Approving and Authorizing the Execution of the Collective Bargaining Agreement Between the City of Joliet and the Fraternal Order of Police, Labor Council

Agenda Date: 09/16/2025

Attachments: Resolution, FOPLC CBA 2025-2028.pdf

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/11/2025	Gina Logalbo	Approve	9/15/2025
1	2	9/12/2025	Kathy Franson	Approve	9/15/2025
1	3	9/12/2025	Kevin Sing	Approve	9/16/2025
1	4	9/12/2025	Todd Lenzie	Approve	9/16/2025
1	5	9/12/2025	Beth Beatty	Approve	9/16/2025