



# City of Joliet

## Public Service Committee

### Meeting Agenda

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

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**Monday, June 15, 2026**

**4:30 PM**

**City Hall, Council Chambers**

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Citizens who are unable to attend the meeting can email comments in advance of the meeting to [publiccomment@joliet.gov](mailto:publiccomment@joliet.gov).

#### ROLL CALL

#### APPROVAL OF MINUTES

Public Service Minutes 06/01/2026

[TMP-9982](#)

**Attachments:** [06012026 Public Service Minutes.pdf](#)

#### CITIZENS TO BE HEARD ON AGENDA ITEMS

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

#### CONTRACTS

Approve Payment of the 2026 Wastewater Discharge Permit Fees to the Illinois Environmental Protection Agency in the Amount of \$152,500.00

[309-26](#)

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

Award of Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an Amount not to exceed \$70,500.00

[308-26](#)

**Attachments:** [Proposal \(State funded\).pdf](#)  
[I80DPRB 20260609 Path Alignment 1 cv01.pdf](#)  
[I80DPRB 20260609 Alt1SimplifiedExhibit cv01.pdf](#)  
[Approver Report](#)

## CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Change Order No. 1 for the Advanced Traffic Management System Phase B Project - MFT Section No. 21-00546-03-TL to H & H Electric Co. in the Amount of \$11,226.75 and Payment Request No. 2 and Final in the Amount of \$250,569.11

[306-26](#)

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

Approval of Change Order No. 2 for the 2024 Electrical Maintenance Assistance Contract to Meade Electric Company in the Amount of \$35,229.94 and Payment Request No. 7 in the Amount of \$35,229.94

[307-26](#)

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

Approval of Amendment No. 2 to the Professional Services Agreement for the 2027 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of \$181,200.00

[310-26](#)

**Attachments:** [2027 WM Locations \(Eastern, Benton, and Cass\)](#)  
[Approver Report](#)

## ORDINANCES AND RESOLUTIONS

Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase A Project - MFT Section No. 21-00546-01-TL in the Amount of \$98,848.77

[330-26](#)

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

Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase B Project - MFT Section No. 21-00546-03-TL in the Amount of \$11,226.75 [331-26](#)

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

Resolution Authorizing Execution of an Intergovernmental Agreement and an Easement Agreement between the Joliet Township High School District 204 and the City of Joliet for Installation of a Water Service Connection [333-26](#)

**Attachments:** [Resolution](#)  
[Joliet - Joliet West IGA](#)  
[Joliet West HS Easement Agreement](#)  
[Approver Report](#)

Resolution Authorizing Execution of a Subrecipient Agreement between the County of Will and the City of Joliet for Community Development Block Grant Funding for Water and Sewer System Improvements in the Southeast Joliet Sanitary District [334-26](#)

**Attachments:** [Resolution](#)  
[SEJSD AGREEMENT With Exhibit A](#)  
[Approver Report](#)

## **NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION**

### **PUBLIC COMMENT**

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

### **ADJOURNMENT**

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



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-9982

**Agenda Date:** 6/15/2026

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# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432



## Meeting Minutes - Pending Approval

Monday, June 1, 2026

4:30 PM

City Hall, Council Chambers

### Public Service Committee

*Committee Members*

*Councilman Larry E. Hug, Chairman*

*Councilman Pat Mudron*

*Councilwoman Sherri Reardon*

## ROLL CALL

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

### ALSO PRESENT:

Greg Ruddy - Director of Public Works, Sean Mikos - Deputy Director of Engineering, Allison Swisher - Director of Public Utilities, Todd Lenzie - Interim Corporate Counsel

## APPROVAL OF MINUTES

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to approve the 05/18/2026 Public Service Minutes. The motion carried by the following vote:

**Aye:** Councilman Hug, Councilman Mudron and Councilwoman Reardon

**Public Service Minutes 05/18/2026**

[TMP-9943](#)

Attachments: [Public Service Minutes 051826](#)

## CITIZENS TO BE HEARD ON AGENDA ITEMS

No one at this time.

## CONTRACTS

**Approval of Payment for Emergency Repairs to the Jefferson Street Sewer to Airy's Inc. in the Amount of \$260,545.62**

[290-26](#)

Attachments: [Approver Report](#)

Allison Swisher, Public Utilities Director discussed the Approval of Payment for Emergency Repairs to the Jefferson Street Sewer to Airy's Inc. in the Amount of \$260,545.62.

**Approval of Purchase Order for the 2026 Automotive and Heavy-Duty Batteries and Related Support Services to FleetPride Inc. in the Amount of \$60,000.00**

[291-26](#)

Attachments: [Approver Report](#)

Greg Ruddy, Public Works Director discussed the Approval of Purchase Order for the 2026 Automotive and Heavy-Duty Batteries and Related Support Services to FleetPride Inc. in the Amount of \$60,000.00.

**Approval of Purchase Order for the 2026 Fleet Tires and Tire Services in the Amount of \$200,000.00**

[292-26](#)

Attachments: [Approver Report](#)

Greg Ruddy discussed Approval of Purchase Order for the 2026 Fleet Tires and Tire Services in the Amount of \$200,000.00.

**Award of Contract for the Southeast Joliet Sanitary District**

[296-26](#)

**Water System Improvements Project to Austin Tyler Construction Inc. in the Amount of \$2,982,535.68**

Attachments:    [Project Location Map](#)  
                          [Approver Report](#)

Allison Swisher discussed the Award of Contract for the Southeast Joliet Sanitary District Water System Improvements Project to Austin Tyler Construction Inc. in the Amount of \$2,982,535.68.

**Award of Contract for the 2026 Roadways Resurfacing Contract A to PT Ferro Construction Co. in the Amount of \$2,434,217.87** [297-26](#)

Attachments:    [Approver Report](#)

Sean Mikos, Deputy Director of Engineering discussed the Award of Contract for the 2026 Roadways Resurfacing Contract A to PT Ferro Construction Co. in the Amount of \$2,434,217.87.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend # 290-26, 291-26, 292-26, 296-26, and 297-26 for approval by full Council. The motion carried by the following vote:

**Aye:**                    Councilman Hug, Councilman Mudron and Councilwoman Reardon

**CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS****Approval of Amendment No. 1 to the Professional Services Agreement for the Southeast Joliet Sanitary District Water System Improvements Project for Construction Engineering Services to Baxter & Woodman Inc. in the Amount of \$94,200.00** [289-26](#)

Attachments:    [Project Location Map](#)  
                          [Approver Report](#)

Allison Swisher discussed the Approval of Amendment No. 1 to the Professional Services Agreement for the Southeast Joliet Sanitary District Water System Improvements Project for Construction Engineering Services to Baxter & Woodman Inc. in the Amount of \$94,200.00.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend 289-26 for approval by full Council. The motion carried by the following vote:

**Aye:**                    Councilman Hug, Councilman Mudron and Councilwoman Reardon

**ORDINANCES AND RESOLUTIONS****Resolution Authorizing the Acquisition of Property for the Farrell Road over Spring Creek Bridge Improvements Project** [303-26](#)

**- Partial PIN 30-07-01-200-047 in the Amount of \$3,600.00**

Attachments:    [Resolution](#)  
[Parcel 0002 ROW Acquisition Exhibit.pdf](#)  
[Approver Report](#)

Sean Mikos discussed the Resolution Authorizing the Acquisition of Property for the Farrell Road over Spring Creek Bridge Improvements Project - Partial PIN 30-07-01-200-047 in the Amount of \$3,600.00.

**Resolution Authorizing Execution of an Intergovernmental Agreement between the County of Kendall and the City of Joliet for Kendall County Transportation Alternative Program (KC-TAP) Funding to Resurface the Multi-Use Path Along the West Side of Ridge Road Between Theodore Street & Black Road**

[\*\*304-26\*\*](#)

Attachments:    [Resolution](#)  
[JOLIET KC TAP IGA 2026 - Draft.pdf](#)  
[Approver Report](#)

Sean Mikos discussed the Resolution Authorizing Execution of an Intergovernmental Agreement between the County of Kendall and the City of Joliet for Kendall County Transportation Alternative Program (KC-TAP) Funding to Resurface the Multi-Use Path Along the West Side of Ridge Road Between Theodore Street & Black Road.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 303-26, and 304-26 for approval by full Council. The motion carried by the following vote:

**Aye:**                Councilman Hug, Councilman Mudron and Councilwoman Reardon

**NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION**

**Report on Utilities' Maintenance Activities**

[\*\*TMP-9914\*\*](#)

Attachments:    [Valve Hydrant Break Report 5-18-2026](#)

Allison Swisher discussed the Report on Utilities' Maintenance Activities.

**PUBLIC COMMENT**

No one at this time.

**ADJOURNMENT**

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

**Aye:** Councilman Hug, Councilman Mudron and Councilwoman Reardon



## Memo

**File #:** 309-26

**Agenda Date:** 6/16/2026

**TO:** Mayor and City Council

**FROM:** Allison Swisher, Director of Public Utilities

**SUBJECT:**

Approve Payment of the 2026 Wastewater Discharge Permit Fees to the Illinois Environmental Protection Agency in the Amount of \$152,500.00

**BACKGROUND:**

Illinois law requires National Pollution Discharge Elimination System (NPDES) permit holders to pay an annual fee for the privilege of operating under the permit. The fee was first imposed in 2003 and has been payable on an annual basis since then.

At the present time, the City of Joliet has three (3) NPDES permits that are required for the discharge of wastewater and are subject to these fees.

The Public Service Committee will review this matter.

**CONCLUSION:**

The fee for the NPDES permit for the Westside Wastewater Treatment Plant is \$50,000.00. The fee for the NPDES permit for the Eastside Wastewater Treatment Plant is \$72,500.00. This fee includes a fee of \$50,000.00 for the Eastside Wastewater Treatment Plant, a fee of \$20,000.00 for the Combined Sewer Overflow and a \$2,500.00 Sludge Generators fee. The \$2,500.00 fee for the sludge disposal program covers the disposal of sludge material from all three (3) plants. The fee for the Aux Sable Creek Basin Wastewater Treatment Plant is \$30,000.00. The total sum for all NPDES permit fees is \$152,500.00.

Funds will be charged to the Water & Sewer Operating Fund / Memberships and Dues / ESTP (Org 50080802, Object 518001, \$72,500.00); WSTP (Org 50080803, Object 518001, \$50,000.00), and Aux Sable (Org 50080804, Object 518001, \$30,000.00).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve payment of the 2026 Wastewater Discharge Permit Fees, in the amount of \$152,500.00, on behalf of the Illinois Environmental Protection Agency.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 309-26**

**File ID:** 309-26

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 06/03/2026

**Final Action:**

**Title:** Approve Payment of the 2026 Wastewater Discharge Permit Fees to the Illinois Environmental Protection Agency in the Amount of \$152,500.00

**Entered by:** ngornick@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Allison Swisher	Approve	6/5/2026
1	2	6/4/2026	Kevin Sing	Approve	6/6/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



## Memo

**File #:** 308-26

**Agenda Date:** 6/16/2026

**TO:** Mayor and City Council

**FROM:** Greg Ruddy, Director of Public Works

**SUBJECT:**

Award of Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an Amount not to exceed \$70,500.00

**BACKGROUND:**

In 2022, the City signed a letter of intent with IDOT to accept \$400,000.00 in funding for the development of a Community Plan specifically targeting the areas affected by the reconstruction of the Interstate 80 Bridge over the Des Plaines River. IDOT has also committed \$3.5 million towards the implementation of recommended improvements identified in the forthcoming Community Plan. The plan explores concepts that build upon ideas expressed by community partners during the 2020-2022 engagement process, including:

- Identifying community vision, needs and priorities
- A new walking and biking trail along the Des Plaines River between Varnado Park and new open areas created by the demolition of the existing I-80 bridge
- Enhanced lighting for safety and aesthetics
- A historic plaque for Reverend Varnado Park
- Traffic calming measures along Water Street

On November 19, 2024, the City awarded a professional services agreement to CDM Smith to execute the I-80 Des Plaines River Bridge Community Plan project. The project is over half-way complete, and the project team has led two (2) community meetings and four (4) steering committee meetings during which details of the above noted concepts were further refined.

The proposed alignment of the multi-use path requires the acquisition of easements from or the purchase of eight (8) parcels as well as continued coordination with the Joliet Park District and the Illinois Department of Transportation. All of the parcels under consideration for acquisition are currently vacant.

The Public Service Committee will review this matter.

**CONCLUSION:**

Santacruz Land Acquisitions has provided a proposal to assist the City with acquiring the easements required for a shared use path along McDonough Street and then through the west side of the South End neighborhood (Exhibit B). The Land Acquisition Services Agreement for the project, for an amount not to exceed \$70,500.00, represents the cost of completing appraisals, owner negotiations,

and clearing title for the eight (8) parcels needed for the South End Shared Use Path Project.

Section 2-438 of the City of Joliet Code of Ordinance states that purchases over \$25,000.00 may be awarded without written specifications under certain circumstances. Two (2) of these circumstances apply:

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

Funds will be charged to the following: Org 22020240, Object 523300, Project Code CMP26, \$70,500.00. The City will be reimbursed in full from the State for these services through the \$3.5 million grant.

**RECOMMENDATION:**

Based on the above, the Administration recommends that the Mayor and City Council approve the Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an amount not to exceed \$70,500.00.

Providing Right-of-Way Acquisition services since 1992

## PROPOSAL FOR LAND ACQUISITION SERVICES

### **I- 80 Des Plaines River Multi-use Path (State funded) City of Joliet**

**Santacruz Land Acquisitions** specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the City of Joliet, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting.
- Manage the acquisition risks, including the cost of condemnation litigation.
- Compliance with land acquisition policies and procedures and FWHA policies that affect the certification and funding of your project.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA to develop a land acquisition plan for the construction of the I-80 Des Plaines River Road Multi-use path (the “Project”) to assure that the goals are met.

*Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.*

### COMPENSATION

Santacruz shall be entitled to compensation, based on **five (5)** projected parcels of right-of-way, on a per parcel basis, as follows:

<b>APPRAISALS:</b>	<b>\$25,000.00</b>
<b>REVIEW APPRAISALS:</b>	<b>\$12,500.00</b>
<b>NEGOTIATIONS:</b>	<b>\$24,500.00</b>

In fulfillment of its project management responsibilities, Santacruz will attend and/or participate in meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

### DIRECT EXPENSES RELATED TO LAND ACQUISITION

LPA shall be responsible for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the title commitments and any later dates needed, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) escrow fees and the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees (“Direct Billable Expenses”). If requested by LPA, Santacruz shall pay all Direct Billable Expenses

and invoice LPA or Consultant for said Direct Billable Expenses. Santacruz shall be entitled to additional compensation in the amount of said Direct Billable Expenses pursuant to a separate work order issued by LPA or Consultant.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$63,000.00** as follows:

<b>Land Acquisition Services</b>	<b>\$62,000.00</b>
<b>Project Management Services</b>	<b>\$1,000.00</b>

**OPTIONAL COVERAGE OF DIRECT EXPENSES**

In the alternative, Santacruz shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of title commitments and later dates, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) escrow fees and the cost of recording any necessary documents to complete the conveyance and obtain clear title, and (v) land trustee processing fees. Santacruz shall include **\$1,500.00** per parcel towards the payment of these charges. Santacruz shall pay any such fees and charges in excess of the **\$1,500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, with the Optional Coverage of Direct Expenses, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$70,500.00** as follows:

<b>Land Acquisition Services</b>	<b>\$62,000.00</b>
<b>Project Management Services</b>	<b>\$1,000.00</b>
<b>Estimated Direct Billable Expenses</b>	<b>\$7,500.00</b>

**The pricing on this proposal shall be good for twelve months from the date of this proposal: March 19, 2026.**

*See attached for Scope of Services and Team resumes.*

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at [javier@santacruz-associates.com](mailto:javier@santacruz-associates.com).

Sincerely,



Javier Steve Santacruz

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2026  
City of Joliet

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

**PARCELS INCLUDED**

Parcel No	PIN	Owner
0001	30-07-16-408-004-0000	All Nations C O G I C
0002	30-07-16-409-005-0000	All Nations C O G I C
0003	30-07-16-404-007-0000	Perez, Jose Armando
0004	30-07-16-420-002-0000	Winfrey, Christine
0005	30-07-16-419-003-0000; 30-07-16-419-004-0000; 30-07-16-419-005-0000; 30-07-16-419-006-0000	Fuller, Marion

**PRICING SCHEDULE**

**Appraisal Services (per parcel)**

Appraisals	\$5,000.00
Revision to appraisal due to change in ROW or plans <sup>1</sup>	\$2,500.00 - \$5,000.00

**Review Appraisal Services (per parcel)**

Review Appraisals	\$2,500.00
Revision to review appraisal due to change in ROW or plans <sup>1</sup>	\$1,250.00 - \$2,500.00

**Negotiation Services (per parcel)**

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$4,900.00
Additional negotiations due to change in ownership or plans <sup>1</sup>	\$2,450.00 - \$4,900.00

**Witness Services (if applicable)**

Rate for each ½ day in pretrial conference or in court for Negotiator <sup>1</sup>	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser <sup>1</sup>	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

**Title Services (if applicable)**

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

<sup>1</sup> Requires supplemental work order.

## LAND ACQUISITION SCOPE OF SERVICES

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals and review appraisals
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”), and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Introductory Notice to Owners.** The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.
- **Appraisal.** The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Review Appraisal.** All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property have been considered in the appraisal. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
  - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.
  - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
  - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
  - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
  - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.

- If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.
- Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).
- **Project Management.** Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support.** Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

## **THE TEAM**

### ***Javier Steve Santacruz – President and Project Manager***

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

### ***Jonathan Abplanalp – Vice President and Negotiator***

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

***Dylan Santacruz – Vice President and Negotiator***

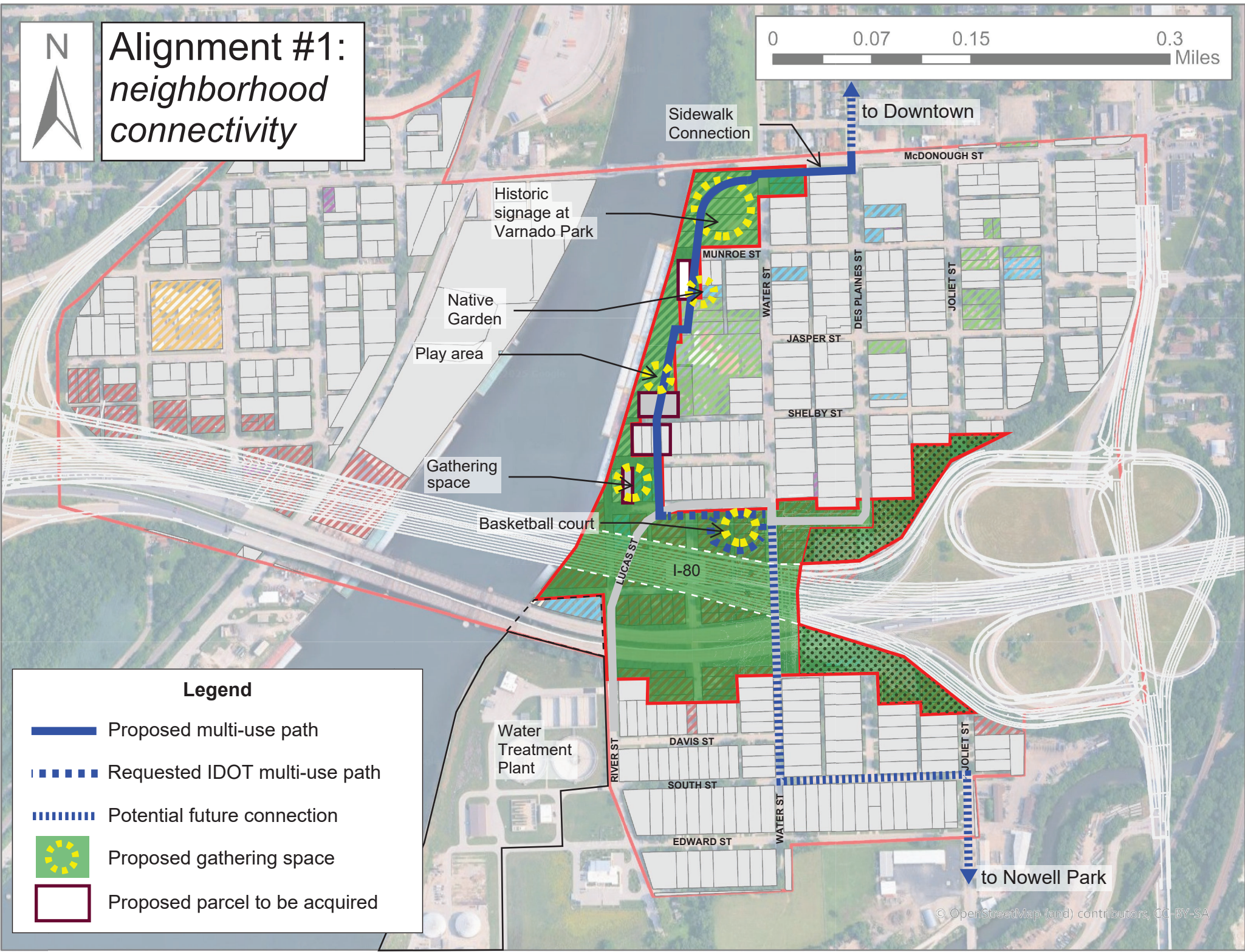
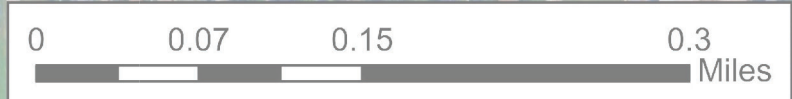
Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

***Agafya Gerovoy – Real Estate Paralegal***

Agafya has been with Santacruz since 2017 and is realtor with extensive experience in real estate and right-of-way transactions.



# Alignment #1: *neighborhood connectivity*



Sidewalk Connection

to Downtown

McDONOUGH ST

Historic signage at Varnado Park

MUNROE ST

Native Garden

Play area

WATER ST

DES PLAINES ST

JOLIET ST

JASPER ST

SHELBY ST

Gathering space

Basketball court

LUCAS ST

I-80

Water Treatment Plant

RIVER ST

DAVIS ST

SOUTH ST






EDWARD ST

WATER ST

JOLIET ST

to Nowell Park

## Legend

-  Proposed multi-use path
-  Requested IDOT multi-use path
-  Potential future connection
-  Proposed gathering space
-  Proposed parcel to be acquired





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

File Number: 308-26

File ID: 308-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/03/2026

Final Action:

**Title:** Award of Professional Services Agreement for Land Acquisition Services for South End Neighborhood Shared Use Path to Santacruz Land Acquisitions in an Amount not to exceed \$70,500.00

**Attachments:** Proposal (State funded).pdf,  
I80DPRB\_20260609\_Path Alignment 1\_cv01.pdf,  
I80DPRB\_20260609\_Alt1SimplifiedExhibit\_cv01.pdf

**Entered by:** jbernhard@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Greg Ruddy	Approve	6/8/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



## Memo

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**File #:** 306-26

**Agenda Date:** 6/16/2026

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**TO:** Mayor and City Council

**FROM:** Greg Ruddy, Director of Public Works

**SUBJECT:**

Approval of Change Order No. 1 for the Advanced Traffic Management System Phase B Project - MFT Section No. 21-00546-03-TL to H & H Electric Co. in the Amount of \$11,226.75 and Payment Request No. 2 and Final in the Amount of \$250,569.11

**BACKGROUND:**

On Tuesday, June 3, 2025, the Mayor and City Council awarded the Advanced Traffic Management System (ATMS) Phase B Project, in the amount of \$648,969.63, to H & H Electric Co.

The Public Service Committee will review this matter.

**CONCLUSION:**

This project has been completed, inspected, and accepted by the Department of Public Works. Change Order No. 1, a net addition in the amount of \$11,226.75, is the result of balancing the final quantities. Funds will be charged to the Motor Fuel Tax Fund / Infrastructure (Org 20090270, Object 557200, \$11,226.75).

Also, please process Payment Request No. 2 and Final, in the amount of \$250,569.11, on behalf of H & H Electric Co.

**RECOMMENDATION:**

Based on the above, the Public Works Department recommends that the City Council take the following actions:

1. Approve Change Order No. 1, a net addition in the amount of \$11,226.75.
2. Approve Payment Request No. 2 and Final, in the amount of \$250,569.11, on behalf of H & H Electric Co.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 306-26**

**File ID:** 306-26

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 06/02/2026

**Final Action:**

**Title:** Approval of Change Order No. 1 for the Advanced Traffic Management System Phase B Project - MFT Section No. 21-00546-03-TL to H & H Electric Co. in the Amount of \$11,226.75 and Payment Request No. 2 and Final in the Amount of \$250,569.11

**Entered by:** rlubash@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



## Memo

**File #:** 307-26

**Agenda Date:** 6/16/2026

**TO:** Mayor and City Council

**FROM:** Greg Ruddy, Director of Public Works

**SUBJECT:**

Approval of Change Order No. 2 for the 2024 Electrical Maintenance Assistance Contract to Meade Electric Company in the Amount of \$35,229.94 and Payment Request No. 7 in the Amount of \$35,229.94

**BACKGROUND:**

On September 3, 2024, the Mayor and City Council awarded a Price Agreement for the 2024 Electrical Maintenance Assistance Contract, in the amount of \$100,000.00, to Meade Electric Co.

The Public Service Committee will review this matter.

**CONCLUSION:**

Change Order No. 2, a net addition in the amount of \$35,229.94, is the result of the following items:

- Installing video detection equipment at five signalized intersections where the old detector loops were impacted by watermain projects.
- Installing a new traffic signal cabinet at the intersection of Jefferson Street and Stryker Avenue. This work is related to damage resulting from a ComEd primary cable contacting the traffic signal equipment, resulting in damage to the traffic signal cabinet. The City will be submitting a claim to ComEd for reimbursement for the cost of this work.
- Repair of a damaged streetlight cable on Black Road between Apollo Drive and Prestige Street.

Sufficient funds exist for Change Order No. 2 utilizing the PW General Fund Electrical - Supplies / Equipment Parts (Org 09028000, Object 536104, \$35,229.94).

Also, please process Payment Request No. 7, in the amount of \$35,229.94, on behalf of Meade Electric Company.

**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 net addition in the amount of \$35,229.94, to the 2024 Electrical Maintenance Assistance Contract.
2. Approve Payment Request No. 7, in the amount of \$35,229.94, on behalf of Meade Electric Company.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 307-26**

**File ID:** 307-26

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 06/02/2026

**Final Action:**

**Title:** Approval of Change Order No. 2 for the 2024 Electrical Maintenance Assistance Contract to Meade Electric Company in the Amount of \$35,229.94 and Payment Request No. 7 in the Amount of \$35,229.94

**Entered by:** rlubash@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



## Memo

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**File #:** 310-26

**Agenda Date:** 6/16/2026

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**TO:** Mayor and City Council

**FROM:** Allison Swisher, Director of Public Utilities

**SUBJECT:**

Approval of Amendment No. 2 to the Professional Services Agreement for the 2027 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of \$181,200.00

**BACKGROUND:**

On December 16, 2025, the Mayor and City Council approved a Professional Services Agreement with Baxter & Woodman Inc., in the amount of \$898,700.00, for preliminary design engineering for the 2027 Water Main Rehabilitation Program. On April 7, 2026, Amendment No. 1 was approved in the amount of \$1,323,900.00 for detailed design engineering for nine of the 10 projects planned to be constructed as part of the 2027 program. At the time Amendment No. 1 was approved, the alignment of the 10<sup>th</sup> project, called the Eastern, Benton, and Cass water main project, was still being determined. This alignment has now been determined, and Amendment No. 2 is being presented for detailed design engineering services for 3,000 LF of 24" transmission main and 2,600 LF of 16" distribution main. The location of the Eastern, Benton, and Cass water main replacement project is shown on the attached exhibit.

The Public Service Committee will review this matter.

**CONCLUSION:**

Baxter & Woodman Inc. has submitted Amendment No. 2 to the original engineering services agreement to perform detailed design services for the Eastern, Benton, and Cass water main replacement project in the amount of \$181,200.00, bringing the total contract value for the 2027 water main replacement program to \$2,403,800.00. The scope of work for detailed design engineering includes preparing plan/profile drawings, specifications, cost estimates and permit applications and completing project bidding.

Funds will be charged to the Water Main Replacement Fund / Professional Services (Org 53880000, Object 557200, \$181,200.00).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve Amendment No. 2 to the Professional Services Agreement for detailed design services for the 2027 Water Main Rehabilitation Program, in the amount of \$181,200.00, on behalf of Baxter & Woodman Inc.





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 310-26**

**File ID:** 310-26

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 06/03/2026

**Final Action:**

**Title:** Approval of Amendment No. 2 to the Professional Services Agreement for the 2027 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of \$181,200.00

**Attachments:** 2027 WM Locations (Eastern, Benton, and Cass)

**Entered by:** aanczer@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Allison Swisher	Approve	6/5/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 330-26

**Agenda Date:** 6/16/2026

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**TO:** Mayor and City Council

**FROM:** Greg Ruddy, Director of Public Works

**SUBJECT:**

Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase A Project - MFT Section No. 21-00546-01-TL in the Amount of \$98,848.77

**BACKGROUND:**

The City's Advanced Traffic Management System (ATMS) - Phase A Project, was awarded on April 2, 2024. The project is being funded partially by Motor Fuel Tax funds.

The Public Service Committee will review this matter.

**CONCLUSION:**

Funding for Change Order No.1 of this project will come from Motor Fuel Tax funds. The State of Illinois requires the Mayor and City Council to approve a Funding Resolution. Please find attached a Funding Resolution appropriating \$98,848.77.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the Funding Resolution appropriating Motor Fuel Tax funds.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [ ] No

Resolution Type: Supplemental, Resolution Number: [ ], Section Number: 21-00546-01-TL

BE IT RESOLVED, by the Council of the City of Joliet, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: VARIOUS

For Structures:

Table with 5 columns: 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

Advanced Traffic Management System - Phase A project - Change Order No. 1.

2. That there is hereby appropriated the sum of Ninety Eight Thousand Eight Hundred Forty Eight and 77/100 Dollars (\$98,848.77) 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, Clerk in and for said City of Joliet

of Joliet 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 of Joliet at a meeting held on June 16, 2026

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this [ ] 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: 330-26

File ID: 330-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/02/2026

Final Action:

**Title:** Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase A Project - MFT Section No. 21-00546-01-TL in the Amount of \$98,848.77

Attachments: Resolution

Entered by: rlubash@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 331-26

**Agenda Date:** 6/16/2026

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**TO:** Mayor and City Council

**FROM:** Greg Ruddy, Director of Public Works

**SUBJECT:**

Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase B Project - MFT Section No. 21-00546-03-TL in the Amount of \$11,226.75

**BACKGROUND:**

The City's Advanced Traffic Management System (ATMS) - Phase B Project, was awarded on June 3, 2025. The project is being funded partially by Motor Fuel Tax funds.

The Public Service Committee will review this matter.

**CONCLUSION:**

Funding for Change Order No.1 for this project will come from Motor Fuel Tax funds. The State of Illinois requires the Mayor and City Council to approve a Funding Resolution. Please find attached a Funding Resolution appropriating \$11,226.75.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the Funding Resolution appropriating Motor Fuel Tax funds.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [ ] No

Resolution Type: Original, Resolution Number, Section Number: 21-00546-03-TL

BE IT RESOLVED, by the Council of the City of Joliet, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: VARIOUS

For Structures:

Table with 5 columns: 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

Advanced Traffic Management System - Phase B project - Change Order No. 1.

2. That there is hereby appropriated the sum of Eleven Thousand Two Hundred Twenty Six Dollars and 75/100 Dollars (\$11,226.75) 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, City Clerk in and for said City of Joliet

of Joliet 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 of Joliet at a meeting held on June 16, 2026

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 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: 331-26

File ID: 331-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 06/02/2026

Final Action:

**Title:** Resolution Appropriating Motor Fuel Tax Funds for the Advanced Traffic Management System - Phase B Project - MFT Section No. 21-00546-03-TL in the Amount of \$11,226.75

Attachments: Resolution

Entered by: rlubash@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/3/2026	Greg Ruddy	Approve	6/5/2026
1	2	6/3/2026	Kevin Sing	Approve	6/5/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/5/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



## Memo

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**File #:** 333-26

**Agenda Date:** 6/16/2026

---

**TO:** Mayor and City Council

**FROM:** Allison Swisher, Director of Public Utilities

**SUBJECT:**

Resolution Authorizing Execution of an Intergovernmental Agreement and an Easement Agreement between the Joliet Township High School District 204 and the City of Joliet for Installation of a Water Service Connection

**BACKGROUND:**

The Glenwood Avenue Water Main Replacement project is being constructed as part of the 2026 Water Main Replacement Program. As part of this project the water service connection to the Joliet West High School needs to be relocated. While planning the water service relocation it was discovered that Joliet Township High School (JTHS) District 204 is planning a building expansion that requires relocation of a section of their private water main loop. Both the City and JTHS District 204 will benefit from completing the water service relocation work and the JTHS District 204 water main relocation concurrently. Therefore, it is proposed that a portion of the JTHS District 204 private water main work be included in the City's water main project. In order for the work to be completed, permanent and temporary easements from JTHS District 204 and an Intergovernmental Agreement (IGA) documenting the cost sharing of the work are needed.

The Public Service Committee will review this matter.

**CONCLUSION:**

The City and JTHS District 204 have negotiated mutually acceptable terms of an Intergovernmental Agreement and Easement Agreement to allow for the coordinated construction of the City's and District's projects.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution, authorizing (1) execution of an Intergovernmental Agreement between the Joliet Township High School District 204 and the City of Joliet and (2) acceptance of an Easement Agreement for the installation of a water service connection.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT AND  
AN EASEMENT AGREEMENT BETWEEN THE CITY OF JOLIET AND  
SCHOOL DISTRICT 204 FOR WATER EXTENSION AND CONNECTION AT  
JOLIET WEST HIGH SCHOOL**

**WHEREAS**, the City of Joliet (“City”) is Home Rule Municipalities under and by virtue of the Constitution of the State of Illinois and School District 204 is a public school district in Illinois; and

**WHEREAS**, the City and the owner, School District 204, of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (PIN 30-07-07-400-012-0000), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet’s Glenwood & West Acres Water Main Improvements; and

**WHEREAS**, the City and School District 204 have agreed upon terms for an Agreement between the parties in order the City of Joliet to install a water main extension & connection to Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois; and

**WHEREAS**, School District 204 will grant a permanent easement & temporary construction easement (“Grant of Easement” attached) for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois according to attached “Easement Exhibit”; and

**WHEREAS**, School District 204 to reimburse Joliet \$48,511.77 for the water main extension and connection at Joliet West High School, located at 401 N. Larkin Avenue, Joliet, Illinois as part of Joliet’s Glenwood & West Acres Water Main Improvements project; and

**WHEREAS**, the proposed IGA between the City and School District 204 is attached hereto and incorporated herein as Exhibit “A.”

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

**SECTION 2:** The Intergovernmental Agreement between the City of Joliet and Joliet Township High School District 204 is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

**SECTION 3:** The City Manager is authorized to execute the IGA on behalf of the City of Joliet.

**SECTION 4:** The Easement Agreement for the water main extension and connection is hereby approved in a form substantially similar to Exhibit B attached to and incorporated in this Resolution.

**SECTION 5:** The City Manager or her designee is hereby authorized to take such actions as may be necessary for the City to comply with the terms of the Easement Agreement.

**SECTION 6:** 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 7:** All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

**SECTION 8:** 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF JOLIET AND  
JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204  
FOR WATER EXTENSION & CONNECTION AT JOLIET WEST HIGH SCHOOL**

This Agreement is made by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter, "Joliet") and the Board of Education of Joliet Township High School District 204, an Illinois School District, (hereinafter, "School District 204"), collectively referred to as the "Parties" and individually as "Municipality & School District" herein, and is an Agreement for Water Main Extension & Connection for Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois (hereinafter, "Agreement"), as described herein.

**WHEREAS**, Joliet is Home Rule Municipalities under and by virtue of the Illinois Constitution of 1970; and School District 204 is a public school district in Illinois; and

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, Joliet and School District 204 are units of local government that may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes municipalities to exercise jointly with any public Municipality of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the owner, School District 204, of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (PIN 30-07-07-400-012-0000), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet's Glenwood & West Acres Water Main Improvements; and

**WHEREAS**, the Parties wish to acknowledge in this Agreement that they are working cooperatively to allow for Joliet to install a water main extension & connection to Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois; and

**WHEREAS**, School District 204 will grant a permanent easement & temporary construction easement ("Grant of Easement" attached) for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois according to attached "Easement Exhibit"; and

**NOW, THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the Parties **AGREE AS FOLLOWS**:

## **SECTION 1: Purpose of Agreement**

The owner of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (School District 204), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet's Glenwood & West Acres Water Main Improvements project.

## **SECTION 2: Terms of Agreement**

Both parties wish to acknowledge in this Agreement that they are working cooperatively to allow for Joliet to install a water main extension & connection to Joliet West High School. School District 204 will grant a permanent easement & temporary construction easement for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois.

## **SECTION 3: No Indemnification**

Both Parties shall assume sole responsibility for insuring and/or indemnifying its own employees and shall provide for its own defense in any action or dispute that arises in connection with, or as the result of this Agreement.

## **SECTION 4: Insurance**

Both Parties shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in this Agreement. Both Parties shall bear the responsibility for their own insurance even in the event of inadequate, nonexistent or exhausted coverage.

## **SECTION 5: Adoption**

This Agreement shall become effective upon the passage and approval of a companion ordinance or resolution by each participating Parties, in the manner provided by law, and by the signing of this Agreement by the authorized representatives of Joliet and School District 204.

## **SECTION 6: Term**

School District 204 to reimburse Joliet \$48,511.77 ("Glenwood Change Order 1" attached) for the water main extension and connection at Joliet West High School, located at 401 N. Larkin Avenue, Joliet, Illinois as part of Joliet's Glenwood & West Acres Water Main Improvements project.

## **SECTION 7: Termination**

Either Joliet or School District 204 may withdraw from this Agreement by providing written notice to the other party. This Agreement will terminate thirty (30) days from the date

of written notice.

All notices pursuant to this Agreement shall be sent via regular first-class U.S. mail and via email to the following:

If to City of Joliet:

City of Joliet

150 W Jefferson St.

Joliet, Illinois 60432

Attention: Allison Swisher, Director of Public Utilities

Email: [aswisher@joliet.gov](mailto:aswisher@joliet.gov)

With a copy to:

City of Joliet Legal Department

150 W. Jefferson St.

Joliet, Illinois 60432

Attention: Corporation Counsel

Email: [Legal@joliet.gov](mailto:Legal@joliet.gov)

If to School District 204:

Joliet Township High School District 204

300 Caterpillar Drive

Joliet, IL 60436

Attention: Karla Guseman, Superintendent

Email: [kguseman@jths.org](mailto:kguseman@jths.org)

The parties may amend the address and email information above by sending notice thereof to the other party

**SECTION 8: Severability**

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in effect without regard to the invalidated section, portion, or subsection.

**SECTION 9: Modification**

Modifications to this Agreement must be made in writing and executed by each of the Parties authorized representatives before such modifications become effective.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

CITY OF JOLIET

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

Title: \_\_\_\_\_

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

SCHOOL DISTRICT 204

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

Title: \_\_\_\_\_

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

ATTEST

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

Title: \_\_\_\_\_

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

ATTEST

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

Title: \_\_\_\_\_

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

Glenwood

Change Order 1 - Joliet West School Service

ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	CONTRACT QTY	SCHOOL DIST CO #1 QTY	SCHOOL DIST CO #1 COST	COJ CO #1 QTY	COJ CO #1 COST	TOTAL CHANGE ORDER #1 QTY	TOTAL CHANGE ORDER #1 COST	REVISED CONTRACT QTY
2	GRANULAR TRENCH BACKFILL	CUYD	\$0.01	6000.0	76.7	\$0.77	123.3	\$1.23	200.0	\$2.00	6200.0
4	WATER MAIN (OPEN CUT), 6-INCH, DI	FOOT	\$185.00	410.0	10.0	\$1,850.00	0	\$0.00	10.0	\$1,850.00	420.0
5	WATER MAIN (OPEN CUT), 8-INCH	FOOT	\$141.00	1538.0	153.0	\$21,573.00	73	\$10,293.00	226.0	\$31,866.00	1764.0
17	MISCELLANEOUS FITTINGS	POUND	\$0.01	12000.0	200.0	\$2.00	800	\$8.00	1000.0	\$10.00	13000.0
19	CONNECT TO WATER MAIN (NON-PRESSURE), 8-INCH	EACH	\$5,760.00	7.0	0.0	\$0.00	2	\$11,520.00	2.0	\$11,520.00	9.0
25	GATE VALVE, 8-INCH	EACH	\$2,500.00	5.0	2.0	\$5,000.00	2	\$5,000.00	4.0	\$10,000.00	9.0
26	GATE VALVE, 12-INCH	EACH	\$4,500.00	2.0	0.0	\$0.00	1	\$4,500.00	1.0	\$4,500.00	3.0
28	VALVE BOX	EACH	\$770.00	8.0	0.0	\$0.00	1	\$770.00	1.0	\$770.00	9.0
29	VALVE VAULT, 4-FOOT DIAMETER	EACH	\$3,270.00	3.0	2.0	\$6,540.00	1	\$3,270.00	3.0	\$9,810.00	6.0
30	VALVE VAULT, 5-FOOT DIAMETER	EACH	\$4,460.00	14.0	0.0	\$0.00	1	\$4,460.00	1.0	\$4,460.00	15.0
33	FIRE HYDRANT	EACH	\$9,900.00	25.0	1.0	\$9,900.00	0	\$0.00	1.0	\$9,900.00	26.0
36	LINE STOP, 8-INCH	EACH	\$7,700.00	1.0	0.0	\$0.00	1	\$7,700.00	1.0	\$7,700.00	2.0
76	RESTORATION OF LAWNS AND PARKWAYS	SQYD	\$14.00	1500.0	114.0	\$1,596.00	86	\$1,204.00	200.0	\$2,800.00	1700.0
77	TEMPORARY HOT-MIX ASPHALT PAVEMENT	SQYD	\$41.00	1050.0	50.0	\$2,050.00	0	\$0.00	50.0	\$2,050.00	1100.0
79	HOT-MIX ASPHALT REMOVAL AND REPLACEMENT, 10-INCH BINDER 2-INCH SURFACE	SQYD	\$118.00	4400.0	0.0	\$0.00	100	\$11,800.00	100.0	\$11,800.00	4500.0
83	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 3-INCH	SQYD	\$76.00	100.0	0.0	\$0.00	100	\$7,600.00	100.0	\$7,600.00	200.0
89	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	\$61.00	1200.0	0.0	\$0.00	50	\$3,050.00	50.0	\$3,050.00	1250.0
90	PCC SIDEWALK REMOVAL AND REPLACEMENT	SQFT	\$13.00	3700.0	0.0	\$0.00	200	\$2,600.00	200.0	\$2,600.00	3900.0
91	DETECTABLE WARNINGS	SQFT	\$46.00	30.0	0.0	\$0.00	20	\$920.00	20.0	\$920.00	50.0
92	PAVEMENT MARKING - LINE, 4-INCH (THERMOPLASTIC)	FOOT	\$1.60	520.0	0.0	\$0.00	20	\$32.00	20.0	\$32.00	540.0
116	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CUYD	\$0.01	140.0	0.0	\$0.00	10	\$0.10	10.0	\$0.10	150.0
NEW	WATER METER VAULT - High School	LSUM	\$95,000.00	0.0	0.0	\$0.00	1	\$95,000.00	1.0	\$95,000.00	1.0
						\$48,511.77			\$169,728.33	\$218,240.10	

**GRANT OF EASEMENT**

**THIS INDENTURE WITNESSETH**, that the Grantor, **JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204**; with a parcel at 401 N. Larkin Avenue, Joliet, IL 60435, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby **GRANT and CONVEY** unto the Grantee, the **CITY OF JOLIET**, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a permanent non-exclusive public utility easement, but not limited to, the right to the construct, operate, maintain, replacement and relocation of a water main and related appurtenances (the **“Permitted Improvements”**), in, under, over, and upon the real property legally described as follows (the **“Public Utility Easement Tract”**):

PERMANENT PUBLIC UTILITY EASEMENT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 02 DEGREES 03 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 33 FEET TO A POINT ON THE SOUTH LINE OF GLENWOOD AVENUE; THENCE NORTH 87 DEGREES 56 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF GLENWOOD AVENUE, 1094.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, 35.01 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 04 SECONDS EAST, 20.00 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 33 SECONDS WEST, 35.01 FEET TO A POINT ON THE SOUTH LINE OF GLENWOOD AVENUE; THENCE SOUTH 87 DEGREES 56 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF GLENWOOD AVENUE, 20.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER;

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PIN: 30-07-07-400-012-0000

An exhibit depicting the Public Utility Easement Tract is attached hereto as Exhibit “A” and incorporated herein by reference

Unless otherwise set forth herein, the easements granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' property in connection with the project, and its maintenance and operation.

2. The rights granted herein shall include, but not be limited to, the removal or relocation of landscaping, fencing, brush, debris or similar material which conflict with the construction, maintenance or operation of the water main Improvements installed in the Public Utility Easement Tract.

3. Full and complete title, ownership and use of the Public Utility Easement Tract are hereby reserved to Grantors subject only to the right, permission and authority expressly granted to the Grantee in this instrument.

4. Title to the Permitted Improvements installed within the Public Utility Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

5. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Public Utility Easement Tract to its original grade and condition.

6. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantors, and Grantors' heirs, successors, assigns and subsequent grantees and the Grantee and its successor corporate authorities, successor municipal corporations, agents, licensees, successors and assigns.

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. The Grantee acknowledges that it has physically inspected the Public Utility Easement Tract and accepts the easement with full knowledge of their condition.

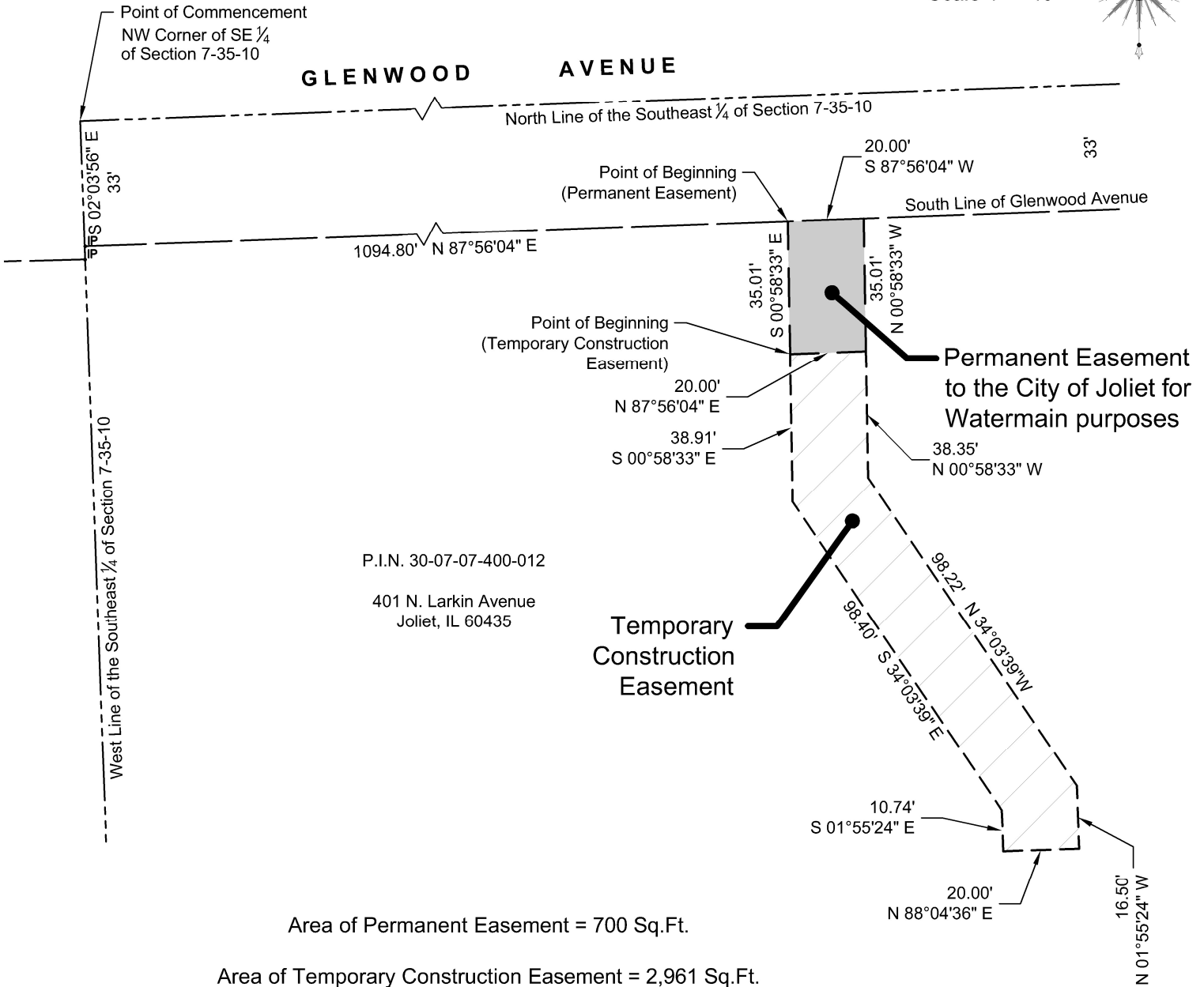
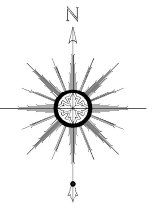


# EASEMENT EXHIBIT

0 40



Scale 1" = 40'



STATE OF ILLINOIS )  
COUNTY OF MCHENRY )

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR,  
HAVE PREPARED THE EXHIBIT FOR THE PURPOSES HEREIN DESCRIBED.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS.

DATE: April 24, 2026

BY:

*Anthony Bianchin*

ANTHONY BIANCHIN, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
ILLINOIS NO. 035-003603



Sheet 1 of 2

**BAXTER & WOODMAN**  
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012

PHONE: 815-459-1260 • FAX: 815-455-0450

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2026

# EASEMENT EXHIBIT

## PERMANENT EASMENT

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STATE OF ILLINOIS        )  
COUNTY OF MCHENRY    )

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE EXHIBIT FOR THE PURPOSES HEREIN DESCRIBED.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS.

DATE: April 24, 2026

BY: 

ANTHONY BIANCHIN, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
ILLINOIS NO. 035-003603



Sheet 2 of 2

**BAXTER & WOODMAN**  
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012

PHONE: 815-459-1260 • FAX: 815-455-0450

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2026



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 333-26**

**File ID:** 333-26

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 06/04/2026

**Final Action:**

**Title:** Resolution Authorizing Execution of an Intergovernmental Agreement and an Easement Agreement between the Joliet Township High School District 204 and the City of Joliet for Installation of a Water Service Connection

**Attachments:** Resolution, Joliet - Joliet West IGA, Joliet West HS Easement Agreement

**Entered by:** rliang@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Allison Swisher	Approve	6/8/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026



## Memo

**File #:** 334-26

**Agenda Date:** 6/16/2026

**TO:** Mayor and City Council

**FROM:** Allison Swisher, Director of Public Utilities

**SUBJECT:**

Resolution Authorizing Execution of a Subrecipient Agreement between the County of Will and the City of Joliet for Community Development Block Grant Funding for Water and Sewer System Improvements in the Southeast Joliet Sanitary District

**BACKGROUND:**

On February 1, 2026, the Mayor and City Council approved an Intergovernmental Agreement with Southeast Joliet Sanitary District and Will County for acquisition of the Southeast Joliet Sanitary District water and sewer system. Per the IGA, the County is to provide funding for improvements to the water and sewer system.

The Public Service Committee will review this matter.

**CONCLUSION:**

One of the funding sources being utilized by the County for improvements is Community Development Block Grant (CDBG) funds. A Subrecipient Agreement has been prepared which identifies the terms by which the County will provide CDBG funding to the City. The funding, in the amount of \$420,000, will fund the water and sewer improvements identified below.

- Sanitary Sewer Cleaning and Televising
- Sanitary Sewer Evaluation Survey
- Water System Leak Detection, Valve Exercising, and Hydrant Inspection
- System GIS Updates
- Water Source Transfer Study/Plan
- SCADA improvements

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution, authorizing execution of a Subrecipient Agreement between the County of Will and the City of Joliet for CDBG funding for water and sewer system improvements in the Southeast Joliet Sanitary District.

## **RESOLUTION NO.**

### **RESOLUTION AUTHORIZING EXECUTION OF A SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF WILL AND THE CITY OF JOLIET FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR WATER AND SEWER SYSTEM IMPROVEMENTS IN THE SOUTHEAST JOLIET SANITARY DISTRICT**

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

**WHEREAS**, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, there exists in the unincorporated area of the County commonly known as the Southeast Joliet Sanitary District, the need for various public improvements to the potable water system and sanitary sewer collection system, for which there is an urgent need; and

**WHEREAS**, the City of Joliet entered into an Intergovernmental Agreement with Southeast Joliet Sanitary District to acquire, own and operate the Southeast Joliet Sanitary District water and sewer system; and

**WHEREAS**, the County of Will entered into an Intergovernmental Agreement with the City of Joliet, providing \$15,685,285.00 over ten years to address immediate improvements to the current system and transfer the water source from District wells to City of Joliet; and

**WHEREAS**, the parties have determined that a joint approach to system rehabilitation would be most beneficial to the residents of Southeast Joliet Sanitary District; and

**WHEREAS**, the County has committed to providing \$420,000 to fund completion of the project by the City via \$420,000 in Program Year 2025 CDBG capital improvement funds awarded to the City of Joliet through annual application of County CDBG funds.

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

**SECTION 2:** The Subrecipient Agreement between the City of Joliet and County of Will is hereby approved in a form substantially similar to Exhibit A attached to and incorporated in this Resolution.

**SECTION 3:** The City Manager is authorized to execute the Subrecipient Agreement on behalf of the City of Joliet.

**SECTION 4:** Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

**SECTION 5:** All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_

**AGREEMENT BETWEEN WILL COUNTY, ILLINOIS  
AND CITY of JOLIET**

**THIS AGREEMENT**, entered into \_\_\_\_\_, by and between Will County, Illinois (herein called the “COUNTY”) and City of Joliet (herein called “SUBRECIPIENT”):

**WHEREAS**, Will County has applied for and received Community Development Block Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, herein referred to as the “Act”; Public Law 93-383, governed by 24 CFR 570 and distributed by the U.S. Department of Housing and Urban Development, herein referred to as “HUD”; and

**WHEREAS**, the Will County Board approved the 2020–2024 Consolidated Plan and Program Year 2024 Action Plan for the CDBG/HOME/ESG Program with Resolution #24-189, and 2025-2029 Consolidated Plan and Program Year 2025 Action Plan for the CDBG/HOME/ESG Program with Resolution #25-215 authorizing the use of CDBG funds for the activities identified in the Plan; and,

**WHEREAS**, HUD has approved the County’s Consolidated Plans and Action Plans for CDBG/HOME/ESG Programs and the use of funds for the activities identified in the Plans;

**WHEREAS**, the COUNTY desires to engage the SUBRECIPIENT to implement such undertaking to the CDBG Program as valid and worthwhile County purpose; and,

**NOW THEREFORE**, the parties agree to the following:

**EXHIBITS:** The following exhibits and attachments are made part of this Agreement:

**Exhibit A            Scope of Services**

**I.        USE OF FUNDS**

**A.        Summary of Funded Work**

The SUBRECIPIENT will utilize CDBG funds for public infrastructure improvements as identified in **Exhibit A. Scope of Services/Summary of Funded Work**

**B.        Budget**

The SUBRECIPIENT shall be reimbursed by the COUNTY using HUD CDBG and Will County Land Use funds for allowable costs, as determined by the COUNTY, in an amount not to exceed **\$420,000** in HUD CDBG funding for a total amount not to exceed **\$420,000**. Reimbursement is contingent upon the SUBRECIPIENT adhering to all applicable Rules and Regulations of the CDBG Program and appropriate documentation. Reimbursements will be issued according

to the approved Budget and invoicing process as outlined in **Exhibit A: Scope of Services/Budget**.

**C. Timeline**

The SUBRECIPIENT shall, in satisfactory and timely manner, perform the tasks necessary to conduct the funded work according to the schedule outlined in **Exhibit A. Scope of Services/Timeline**.

**D. Beneficiaries**

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement shall meet the Community Development Block Grant Program's National Objectives to benefit low-moderate income persons as defined in 24 CFR Part 570.208. SUBRECIPIENT will report beneficiary data as outlined in the Program Manual and report number of Beneficiaries served as outlined in **Exhibit A. Scope of Services/Beneficiaries**

**E. Performance Plan**

The performance of the SUBRECIPIENT will be monitored against the goals and performance standards submitted in the application and outlined in **Exhibit A. Scope of Services/Performance Plan**. Substandard performance will constitute noncompliance with this Agreement. If a course of action to correct such substandard performance is not submitted by the SUBRECIPIENT within 30 days of being notified by the Community Development Division, Agreement suspension or termination procedures will be initiated.

**II. TERM OF AGREEMENT**

**A. Effective Date**

The effective date of the Agreement between COUNTY and SUBRECIPIENT shall be February 1, 2026, costs can be incurred as of the effective date of the Agreement. The services of the SUBRECIPIENT shall be undertaken and completed as described in this Agreement.

**B. Expiration**

This Agreement shall terminate on June 30, 2027. COUNTY reserves the right to withhold the remaining balance of the CDBG Funds allocated to SUBRECIPIENT if expenses were not incurred by the Expiration date.

**C. Extensions**

If SUBRECIPIENT is delayed in the completion of the funded work by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to COUNTY through Euna Grant Management software and request an extension of time for completion of the work.

COUNTY shall consider SUBRECIPIENT's extension request and make a determination of an extension for completion of the funded work, in its sole

discretion, deems necessary for completion of the funded work due to the circumstances causing the delay. COUNTY shall act upon the extension request and recommendation in a timely manner and notify SUBRECIPIENT of a grant or denial of such request. If extension is not granted, COUNTY reserves the right to withhold the remaining balance of the funds allocated to SUBRECIPIENT's Program and terminate the remainder, portions of, or full Agreement, and require repayment of funds as applicable.

### **III. GENERAL ADMINISTRATION**

#### **A. Notices**

Immediately upon execution of this Agreement, the individuals identified in **Exhibit A. Scope of Services/Notices** will represent the parties as a primary contact in all matters under this Agreement. Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and email address of the representative for such party for the purpose hereof.

#### **B. Grant Management Personnel**

Management of this funded work shall be conducted by persons identified in **Exhibit A. Scope of Services/Grant Management Personnel**. The COUNTY must be notified of any changes to key personnel within 30 days of the occurrence.

#### **C. Program Manual**

The Program Manual, provided to grant administrators of this funded work, outlines specific procedures, forms, processes, roles and responsibilities to ensure efficient and compliant grant management.

#### **D. Eligible Costs**

In consideration of the service to be performed by SUBRECIPIENT hereunder, the COUNTY shall pay up to the amount of the approved budget. Such funds shall be used only for payment of expenses eligible for coverage under the CDBG program and those outlined in the Program Manual.

Payments may be contingent upon SUBRECIPIENT's compliance with all applicable uniform administration requirements as set forth in 24 CFR 570.502 and upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified 2 CFR Part 200.

SUBRECIPIENT agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

#### **E. Progress Reports**

SUBRECIPIENT shall submit monthly progress reports to the COUNTY in the form and content as required by the COUNTY. Said program status reports shall

be submitted with the monthly request for payment according to the agreed upon schedule. A sample progress report is provided in the Program Manual.

**F. Payment Procedures**

The County will reimburse to SUBRECIPIENT funds available under this Agreement based upon information submitted by SUBRECIPIENT and consistent with any approved budget and the County policy concerning such payments. With the exception of any funds that the County may, in its discretion, decide to advance, payments will be made for eligible expenses actually incurred by SUBRECIPIENT, not to exceed the Agreement amount as set forth in this Agreement. Payments will be adjusted by the County in accordance with the advance of funds and program income balances available in SUBRECIPIENT's accounts. In addition, the County reserves the right to reduce funds available under this Agreement for costs incurred by the COUNTY on behalf of SUBRECIPIENT in carrying out the project.

All Payment Requests shall be submitted through Euna Grants management software. To be eligible for reimbursement under this Agreement, SUBRECIPIENT shall submit sufficient documentation to the satisfaction of the County, in its sole discretion, demonstrating that SUBRECIPIENT is legally obligated to pay the costs for which reimbursement is sought.

**G. Invoicing**

SUBRECIPIENT shall submit payment requests and invoices to the COUNTY in the form and content as required by the COUNTY. Invoices shall be submitted regularly and include beneficiary data. Project/program specific supporting documentation requirements for invoices are provided in the Program Manual.

Supporting Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

- a. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of SUBRECIPIENT.
- b. Each Payment Request submitted by the SUBRECIPIENT shall be accompanied by sufficient supporting documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County, in its sole discretion. In the event the County determines the supporting documentation submitted by the SUBRECIPIENT is insufficient to enable it to evaluate the allowability and eligibility of costs,

the SUBRECIPIENT shall furnish additional supporting documentation to the satisfaction of the County, in its sole discretion.

- c. Notwithstanding anything to the contrary, SUBRECIPIENT is only entitled to reimbursements for which they have provided adequate supporting documentation. If the County determines the SUBRECIPIENT has only provided supporting documentation for a portion of the Payment Request, the County will issue reimbursement for that portion and ask SUBRECIPIENT to issue another Payment Request with supporting documentation for the remainder.

SUBRECIPIENT has up to 45 days following the expiration of the Agreement to submit invoices for costs incurred prior to the end of the Agreement term.

#### **IV. GENERAL CONDITIONS**

##### **A. General Compliance with Federal Regulations**

SUBRECIPIENT agrees to comply with all applicable requirements of Title 24 Code of Federal Regulations, Part 570 concerning CDBG funds, all applicable portions of 2 CFR Part 200, and all other federal requirements and policies issued pursuant to these regulations, including, but not limited to those set forth in this Agreement. SUBRECIPIENT shall be responsible for complying with all applicable changes or additions to the requirements currently set forth in said regulations. SUBRECIPIENT agrees to comply with all other applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

##### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, to create or establish the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent entity with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workman's Compensation Insurance as the SUBRECIPIENT is an independent entity.

##### **C. Hold Harmless**

SUBRECIPIENT shall hold harmless, defend, and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SUBRECIPIENT's performance or nonperformance of the service of the subject matter called for in this Agreement.

##### **D. Workman's Compensation**

The SUBRECIPIENT shall provide Workman's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

##### **E. Insurance & Bonding**

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR Part 200, Bonding and Insurance.

**F. Funding Disclosure**

The SUBRECIPIENT shall include on all promotional materials and shall place a sign in a prominent place at the project crediting the COUNTY and the U.S. Department of Housing and Urban Development for funding of the project including the following statement:

“Funding for this project has been provided, (in whole or in part), by the COUNTY through the use of Community Development Block Grant funds made available by the U.S. Department of Housing and Urban Development.”

**V. AMENDMENTS**

**A. Scope, Budget & Term**

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of both parties and approved by either party’s governing body to the extent required by state law, local charter or otherwise. In addition, the COUNTY may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts. However, if any such amendments result in a change in the funding, the scope of services, or the scheduling of services to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

All requests for Amendments that require COUNTY approval shall be executed through the County’s grant management software, Euna Grants, and certified by SUBRECIPIENT’s authorized representative with approval by SUBRECIPIENT’s governing body to the extent required by state law, local charter or otherwise and submitted to COUNTY for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before COUNTY gives written approval through Euna Grants.

**B. Program Manual**

The administrators of the funded work may request to amend the Program Manual at any time to improve program delivery and administration. Amendments must be approved by the COUNTY and must be dated chronologically. Additionally, any change in procedure must be dated with a corresponding effective date.

## **VI. SUSPENSION OR TERMINATION**

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. However, any partial termination of the work to be performed as set forth above may only occur with the prior approval of the COUNTY.

The COUNTY may also suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; in such event, the COUNTY may declare SUBRECIPIENT ineligible for any further participation in the COUNTY Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the COUNTY may suspend payments Agreement funds until such time as SUBRECIPIENT is found to be in compliance by the COUNTY or is otherwise adjudicated to be in compliance.

In the event of any termination, all finished or unfinished documents, data, reports, maps, models, photographs or other materials prepared by SUBRECIPIENT under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY. In the event of termination, SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. The COUNTY shall be entitled to the repayment of any payments made to SUBRECIPIENT over and above that to which it is entitled as just and equitable compensation for satisfactory work completed.

Insufficient Funds: Notwithstanding above, if any federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to SUBRECIPIENT for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to SUBRECIPIENT will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **a. Accounting Standards**

The SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

**b. Cost Principles**

The SUBRECIPIENT shall administer its program in conformance with 24 CFR Part 200 as applicable, for all costs incurred whether charged on a direct or indirect basis.

**c. Program Income**

SUBRECIPIENT shall report on a monthly basis any program income, as defined at 24 CFR 570.500 (a), generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by SUBRECIPIENT shall comply with the requirements set forth in 24 CFR 570.504. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requirements for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period.

**d. Indirect Costs**

If indirect administrative costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit the plan to the County for approval prior to the County's payment of any such costs.

**B. Documentation and Record Keeping**

**a. Records to Be Maintained**

The SUBRECIPIENT shall maintain all records required by federal regulations as specified in 24 CFR 570.506, as they are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- i. Records providing a full description of the activity undertaken.
- ii. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program, as set forth in 24 CFR 570.208; namely, benefiting low/moderate income persons, aiding in the prevention or elimination of slums or blight, and meeting community development needs having a particular urgency.
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvements, use or disposition of any real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program to the extent applicable;

- vi. Financial records as required by 24 CFR 570.502; and 2 CFR Part 200
- vii. Other records necessary to document any required compliance with 24 CFR 570.600-570.612.

**b. Retention**

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under the Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after the final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. All requirements of the Local Records Commission must be met in regard to the disposal of any records. Contact the Community Development Department before disposing of any records related to this Agreement.

In the event of SUBRECIPIENT closure, all records must be returned to the COUNTY for retention.

**c. Client Data**

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the COUNTY monitors or their designees for review upon request.

**d. Disclosure**

The SUBRECIPIENT understands that client information collected under this Agreement is private and protected. Per 2 CFR Part 200.303, the use or disclosure of such information, when not directly in connection with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited without the written consent of the resident involved and, in the case of a minor, that of a responsible parent/guardian, except to the extent such use or disclosure is required by applicable federal, state or local law.

**e. Property Records**

The SUBRECIPIENT shall maintain real property inventory records which clearly identify any properties purchased, improved or sold with project funds. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restriction specified in 24 CFR 570.503 (b)(8).

**f. National Objectives**

The SUBRECIPIENT agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: 1) benefit low/moderate income

persons; 2) aid in the prevention or elimination of slums or blight; 3) meet community development needs that have a particular urgency-as defined in 24 CFR Part 570.208.

**g. Close-Outs**

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed, as set forth in 24 CFR 570.509. Activities during this close-out period shall include, but not limited to, making final payments, disposing of program assets (including the return of all unspent cash advances and program income balances to the COUNTY), and determining the custodianship of records.

**h. Asset Reversion**

a. The SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. At the time of the project closeout, the County shall determine the appropriate disposition of equipment purchased with funds. The County shall permit SUBRECIPIENT to retain title to such equipment, if SUBRECIPIENT assures the County that it intends to continue the project for a period of not less than five years following closeout.

c. If SUBRECIPIENT owns property that was acquired or improved with funds in excess of \$25,000 and SUBRECIPIENT subsequently disposes of or changes the use of such property within five years following project closeout, then SUBRECIPIENT shall reimburse the County in an amount that is equal to the fair market value of the real property which is current at such time of disposition or change in use, less that percentage of the value of the real property that is attributable to the investment of funds, other than grant funds, in its acquisition and/or improvement.

**i. Audits**

a. SUBRECIPIENT shall obtain a financial audit(s) at SUBRECIPIENT's expense. Audits shall be performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits. Audits shall include, in addition to the financial statement(s) of SUBRECIPIENT, auditor's comments regarding SUBRECIPIENT's compliance and internal controls pertaining to the expenditure of grant funds.

b. SUBRECIPIENT will be required to comply with 2 CFR Part 200.

c. SUBRECIPIENT shall submit one certified copy of each required audit report to the County no later than six months following the close of SUBRECIPIENT's fiscal year for single audits; and not later than six months following project closeout for grant audits.

### **C. Records Inspections**

All of SUBRECIPIENT's records with respect to any matters covered by this Agreement shall be made available to the County, or its designees, or the U.S. Department of Housing and Urban Development, or its designees, at any time during normal business hours, as often as deemed necessary, in order to audit, examine, or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by SUBRECIPIENT within thirty (30) days after receipt by SUBRECIPIENT. Failure by SUBRECIPIENT to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Specifically, all rights and remedies regarding performance reviews as set forth in 24 CFR 570.900-570.913 shall be available to the County and to HUD or their designees.

### **D. Procurement**

#### **a. Standards of Procurement**

SUBRECIPIENT shall have a Procurement Policy and procure materials and services in accordance with the requirements of 2 CFR Part 200.

#### **b. Travel**

SUBRECIPIENT shall obtain written approval from the COUNTY for any travel expenses charged to funds provided under this Agreement

### **E. Build America, Buy America.**

If applicable, SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

## **VIII. FEDERAL CERTIFICATIONS**

- A. SUBRECIPIENT has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized SUBRECIPIENT as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

- B. SUBRECIPIENT will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).
- C. SUBRECIPIENT will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et. seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
- D. SUBRECIPIENT will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
- E. SUBRECIPIENT will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
- F. SUBRECIPIENT will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.
- G. SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.
- H. SUBRECIPIENT will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et. seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

- I. SUBRECIPIENT certifies that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, 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 this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, SUBRECIPIENT shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying and require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

## **IX. FEDERAL CONDITIONS**

- A. The SUBRECIPIENT shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
- B. The SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- C. The SUBRECIPIENT certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
- D. The SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
- E. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
- F. The SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-16 (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- G. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion

of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

- H. The SUBRECIPIENT must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- I. Exception for Charitable Organizations: At the time of execution of this Agreement, federal law, pursuant to 8 U.S.C. §1624(d), does not require a nonprofit charitable organization, as defined by PRWORA, to determine, verify, or otherwise require proof of eligibility of any applicant for such benefits.
- J. Subrecipient should remain abreast of any changes in federal law or agency guidelines and must comply with federal requirements regarding the use of federal public benefits.
- K. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. SUBRECIPIENT may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

## **X. CONTRACTING AND EMPLOYMENT STANDARDS**

### **A. Labor Standards**

The SUBRECIPIENT agrees to comply with the requirement of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contact Work Hours, the Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276, 327-333) 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; to include, but not limited to the Will County Purchasing Ordinance. The SUBRECIPIENT, and all contractors, are subject to either federal prevailing wage (Davis-Bacon Act) or Illinois Prevailing Wage rates; whichever the higher rate is at the time of the project. The federal law that applies federal prevailing wage rates (Davis-Bacon rates) to CDBG funding is Section 110 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5310). Section 110 requires the payment of wages at rates "not less than" the local prevailing wages determined by the U.S. Secretary of Labor under the Davis-Bacon Act. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the COUNTY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the COUNTY pertaining to such agreements and with the applicable requirement of the regulations of the

U.S. Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentice and trainees to journeymen; 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, provision meeting the requirement of the paragraph, for such Contracts in excess of \$10,000.

**B. Section 3 Clause**

Section 3 requires that, to the greatest extent feasible, opportunities for job training and employment be provided for low-income residents of the Section 3 area, and that contracts for work on a Section 3 covered project be awarded to business concerns located in, or substantially owned by, persons residing in that area. If a project triggers Section 3, the SUBRECIPIENT and contractor(s) must comply with all Section 3 guidelines. The COUNTY will provide the contractor with a Section 3 Policy Manual to assist with compliance.

The COUNTY will provide technical assistance to the SUBRECIPIENT and contractor(s) in implementing Section 3, as requested. Technical assistance will include an explanation of Section 3 objectives and requirements; assisting the SUBRECIPIENT and contractor(s) in identifying Section 3 covered activities, Section 3 residents and business concerns; providing the SUBRECIPIENT and contractor(s) with any necessary forms relating to Section 3 compliance; and providing any other assistance as needed.

**C Conduct**

**a. Assignability**

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto, provided, however, that claims for money due or to become due to SUBRECIPIENT from the COUNTY under this Agreement may be assigned to bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

**b. Hatch Act**

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 VI of the United States Code.

**c. Conflict of Interest**

SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflict of interest.

- i. SUBRECIPIENT shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

- ii. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds in a conflict of interest, real or apparent would be involved.
- iii. SUBRECIPIENT further agrees that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the SUBRECIPIENT. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT or the COUNTY, or any designated public agencies or SUBRECIPIENTs which are receiving funds under the CDBG program.

**D. Subcontracts**

**a. Approvals**

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the COUNTY prior to the execution of such subcontract.

**b. Monitoring**

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

**c. Content**

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

**d. Selection Process**

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. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

**E. Copyright**

If this Agreement results in any materials that may be copyrighted, the COUNTY and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

**F. Religious Organization**

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with federal regulations specified in 24 CFR 570.200(j).

**G. Drug-Free Workplace**

The SUBRECIPIENT shall comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.), and, if applicable, with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

## **XI. ENVIRONMENTAL CONDITIONS**

SUBRECIPIENT shall cooperate with the COUNTY in its responsibilities pursuant to HUD's Environmental review procedures, 24 CFR 58, as amended, and shall permit the COUNTY or its designees or employees to conduct site inspections, conduct appropriate tests, examination of applicable documents, and such other activities as the COUNTY deems appropriate in order to fulfill its responsibilities in the implementation of the policies of the national Environmental Policy Act of 1969. The COUNTY shall not make any payments contemplated under this Agreement until the environmental review process has been completed by the COUNTY in accordance with the 24 CFR Part 58, nor may any costs be incurred by the SUBRECIPIENT until completion of the Environmental Review. The SUBRECIPIENT will be notified by the COUNTY when costs may begin to be incurred through the issuance of a written Notice to Proceed.

### **A. Flood Disaster Protection**

To the extent applicable, SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement.

### **B. Lead-Based Paint**

The SUBRECIPIENT agrees that any construction or rehabilitation of structures with assistance provided under this Agreement shall be subject to HUD lead-based paint regulations 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and required that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications 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.

### **C. Historic Protection**

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 800 et seq., insofar as they apply to the performance of this Agreement.

## **XII. SURVIVAL OF PROVISIONS**

The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or

both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective on the date written above.

**WILL COUNTY, ILLINOIS**

**SUBRECIPIENT**

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

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

Jennifer Bertino-Tarrant

Name:

Will County Executive

Title:

## **Exhibit A. Scope of Services**

### **Summary of Funded Work**

**Sewer Cleaning and Televising-** A project will be bid to conduct sewer cleaning and televising of the entire sanitary system. This cleaning will remove any roots, grease, and debris from the sanitary sewer that are potential maintenance issues. The televising will identify any structural deficiencies in the sewer system and potential sources of inflow and infiltration.

**Sanitary Sewer Evaluation Survey (SSES)-** The City's collection systems consultant RJN Group that was determined to be the most qualified in the 2014 and 2021 RFQ process, will complete a comprehensive study on Southeast Joliet's sewer system. The survey will include manhole inspections, sewer televising review, sewer smoke testing, dyed water flooding and tracing. These studies will help identify the structural defects in the system and sources of inflow and infiltration that are needed of rehabilitation.

**Leak Detection, Valve Exercising, and Hydrant Inspection-** The City's water inspection consultant will complete acoustic leak detection, valve exercises, and hydrant inspection on the entire water system. The inspection will identify the water loss sources in the system. This inspection will also identify the repairs that are required in the system that can be completed by the City operations staff.

**GIS Updates-** The City will request a proposal from engineering consultants to survey grade map the water and sewer system. This mapping will assist with the operation and maintenance of the water and sewer system and help during the design of the improvement program.

**Water Source Transfer Study/Plan-** The City will consult with industry leader in water source transfer to develop a safe plan to transfer water sources from the Southeast Joliet Sanitary District well to the City of Joliet water. This study will include water sample sampling and testing at recommended monitoring points throughout the system, harvesting pipe samples to test the scale buildup, and post transfer sampling and testing.

**SCADA for Well, Tower, Lift Station, and Flow Meter Communications-** Construct and install metropolitan communication cabinets.

## Budget

<b>CDBG Program Year 2025</b>	<b>420,000.00</b>
GIS Mapping	93,388.00
SCADA for Lift Station & Sewer Meter Communications	53,951.00
Water Source Transfer Professional Services (Phase I)	61,500.00
Hydrant Testing, Valve Exercising, Leak Detection	22,162.00
Sewer Cleaning & Televising	107,780.00
SSES (smoke testing, manhole inspection, TV review)	71,195.00
Meter Insulators	10,000.00
Total	419,976.00

## Timeline

### **CDBG Program Year 2025**

	<b>Schedule to Start</b>	<b>Schedule to Complete</b>
GIS Mapping	Winter 2025	Summer 2026
SCADA for Lift Station & Sewer Meter Communications	Spring 2026	Fall 2026
Water Source Transfer Professional Services (Phase I)	Summer 2026	2-3 years depending on EPAs requirements
Hydrant Testing, Valve Exercising, Leak Detection	Summer 2026	End of Summer 2026
Sewer Cleaning & Televising	Spring 2026	Summer 2026
SSES (smoke testing, manhole inspection, TV review)	Spring 2026	End of 2026
Meter Insulators	Spring 2026	End of Spring 2026

## **Beneficiaries**

The Southeast Joliet Satellite District serves approximately 2051 people and a total of 600 accounts.

## Performance Plan

This City of Joliet will update Will County on the proposed schedule and any delays in the schedule laid out below.

<b>CDBG Program Year 2025</b>	<b>Schedule to Start</b>	<b>Schedule to Complete</b>
GIS Mapping	Winter 2025	Summer 2026
SCADA for Lift Station & Sewer Meter Communications	Spring 2026	Fall 2026
Water Source Transfer Professional Services (Phase I)	Summer 2026	2-3 years depending on EPAs requirements
Hydrant Testing, Valve Exercising, Leak Detection	Summer 2026	End of Summer 2026
Sewer Cleaning & Televising	Spring 2026	Summer 2026
SSES (smoke testing, manhole inspection, TV review)	Spring 2026	End of 2026
Meter Insulators	Spring 2026	End of Spring 2026

## **Grant Management Personnel**

**Project Manager** - person responsible for the day to day management of the grant

Name: Owen Dean  
Title: Civil Engineer II  
Phone: 815-724-4254  
Email: odean@joliet.gov

**Fiscal Coordinator** - person responsible for bookkeeping and payment of bills

Name: Kevin Sing  
Title: Finance Director  
Phone: 815-724-3917  
Email: ksing@joliet.gov

**Engineer/Construction Manager** - person responsible for construction management

Name: Owen Dean  
Title: Civil Engineer II  
Phone: 815-724-4254  
Email: odean@joliet.gov

**Euna administrator** – person with project management access to EUNA grant management software. All payment requests, change orders, grant amendments must be submitted through Euna.

Name: Rebecca DeGroate  
Title: Grant Administrator  
Phone: 815-724-3906  
Email: rdegroate@joliet.gov

If changes need to be made to add/change EUNA users. Please refer to the public folder in your award for a tutorial.

**Other – any other person involved that is not listed above**

Role: Allison Swisher  
Name: Program Director  
Title: Director of Public Utilities  
Phone: 815-724-4222  
Email: aswisher@joliet.gov

## **Notices**

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

### **WILL COUNTY:**

Martha Sojka, Director  
Community Development Division  
Will County Land Use Department  
158 N. Scott Street  
Joliet, Illinois 60432  
Phone: 815-774-3364  
Email: [msojka@willcountylanduse.com](mailto:msojka@willcountylanduse.com)

### **SUBRECIPIENT:**

NAME: Allison Swisher  
TITLE: Director of Public Utilities  
AGENCY: City of Joliet  
ADDRESS: 150 W. Jefferson Street, Joliet, Illinois 60432  
PHONE: 815-724-4222  
EMAIL: [aswisher@joliet.gov](mailto:aswisher@joliet.gov)



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 334-26**

**File ID:** 334-26

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 06/04/2026

**Final Action:**

**Title:** Resolution Authorizing Execution of a Subrecipient Agreement between the County of Will and the City of Joliet for Community Development Block Grant Funding for Water and Sewer System Improvements in the Southeast Joliet Sanitary District

**Attachments:** Resolution, SEJSD AGREEMENT With Exhibit A

**Entered by:** aswisher@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/4/2026	Allison Swisher	Approve	6/8/2026
1	2	6/4/2026	Kevin Sing	Approve	6/8/2026
1	3	6/4/2026	Todd Lenzie	Approve	6/8/2026
1	4	6/12/2026	Beth Beatty	Approve	6/8/2026