

Maintenance Agreement

This Maintenance Agreement ("Agreement") is made and entered into as of April 9th, 2025, by and between the City of Joliet ("City") and Cassens Transport Company ("Cassens").

WHEREAS, Cassens is developing the south leg of the intersection at Laraway and Marcella, which will be private;

WHEREAS, the traffic signals at the intersection will be modified, and Cassens will be responsible for 25% of the future signal maintenance costs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1: City to Maintain and Make Payment for Electricity: The City agrees to maintain, repair, or make any required modifications or improvements of the traffic signals at the intersection of Laraway and Marcella, and to make payment for the electric energy costs for the signals as billed by the energy provider.

Section 2: Cassens to Indemnify and Reimburse for 25% of Maintenance and Energy Costs: Cassens agrees to reimburse and indemnify the City for 25% of any and all costs for the maintenance, which shall include repair, modification, or improvements, of the traffic signals, whether performed by the City itself or by contractors employed by the City. Cassens agrees to reimburse the City for 25% of any and all costs and charges for the provision of electrical energy for the operation of the traffic signals.

Section 3: City to Bill Cassens for Reimbursement: The City agrees to bill Cassens for the required maintenance and energy charges on a three-month (quarterly) basis. The amount billed shall be the actual costs incurred by the City for maintenance and electrical costs of the traffic signals. Cassens shall be billed for 25% of the actual costs. The City agrees to provide Cassens reasonable backup for all billed amounts if requested in writing by Cassens.

Section 4: Worker's Compensation Claims: The City shall be responsible for the payment of any worker's compensation claims filed by any City employee for any injury received during the course of their employment in relation to maintenance of the traffic signals.

Section 5: Damage to Signals by Third Parties: The City shall bill Cassens for 25% of any maintenance or repair costs resulting from damage caused by third parties. The City or Cassens shall have the right to institute claims or causes of action against any third-party causing damage to the traffic signals that results in maintenance or repair expenditures being billed under the terms of this Agreement.

Section 6: Successors and Covenants Running with the Land: The covenants, rights, and promises established herein shall be binding on heirs, successors, and assigns of the Parties. The covenants, rights, and promises established herein shall run with the land and burden and benefit the grantees, heirs, successors, and assigns of Cassens, as well as any future fee interest purchaser of the property.

Section 7: Termination: The City or Cassens may terminate and cancel this Agreement at any time upon 30 days written notice to the other party of its intent to terminate. Upon termination by either party for any reason, Cassens' ability to use the traffic signals shall be terminated.

Section 8: Entire Agreement: This instrument contains the entire Agreement between the Parties. No statements, promises, or inducements made by any party that is not contained in this written Agreement shall be valid or binding. This Agreement may only be modified or amended by official action of the corporate authorities of each party.

Section 9: Governing Laws: This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. The City hereby specifically reserves any immunity or defense it may have under the law.

Section 10: Partial Invalidity: If any of the provisions of this Agreement shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability, or unconstitutionality shall not affect the remaining provisions of this Agreement and said provisions shall be given full force and effect as if the invalid, unenforceable, or unconstitutional provision did not exist.

Section 11: Execution in Parts: This Agreement may be executed in parts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 12: Dispute Resolution: In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through informal discussions. If the dispute cannot be resolved informally, the parties agree to submit the dispute to mediation. If mediation is unsuccessful, the parties may pursue any legal remedies available to them under the laws of the State of Illinois.

All notices required by this Agreement shall be sent or delivered to:

THE CITY: City Clerk City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

CASSENS: Cassens Transport Company
Attn: Brian D. Suhre
145 N. Kansas Street
Edwardsville, IL 62025

IN WITNESS WHEREOF, the parties execute this Agreement effective on the date first above written.

City of Joliet

By: _____

Name: _____

Title: _____

Cassens Transport Company

By: Brian D. Suhre

Name: BRIAN D. SUHRE

Title: EXECUTIVE VICE PRESIDENT